

Liberty County Board of Commissioners

REQUEST FOR PROPOSALS
Pursuant to O.C.G.A. § 36-91-20 et. seq.

Professional Architectural Services Proposal
Liberty County, Georgia

June 1, 2021

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Liberty County, Georgia publicly advertises its intention to contract for the procurement of professional services of a firm to perform architectural services associated with construction of a new Health Department Facility for Liberty County.

This Notice further advertises a Request for Competitive Sealed Proposals from qualified firms pursuant to O.C.G.A. 36-91-20 et. Seq. for “ **Professional Architectural Services**”, dated June 1, 2021. In this regard, all interested persons desiring to contract with the County for these services shall submit sealed proposals marked “**Architectural Services**” regarding the same to the Liberty County Board of Commissioners at its offices located at 100 N. Main St., Hinesville, Georgia 31313, no later than 2:00 p.m., E.S.T., on June 22, 2021 at such time and place, all sealed proposals shall be opened so as to avoid disclosure of contents to competing offerors.

Copies of RFP materials are available in printed or electronic form (whole complete sets only) from the Liberty County Board of Commissioners Office, 100 N. Main St., Hinesville Georgia 31313, telephone No.: 912-876-2164, email:maria.tart@libertycountyga.com.

Interested parties are directed to review the complete set of RFP documents for complete and inclusive RFP requirements.

Liberty County reserves the right to reject any or all proposals and to waive technicalities and informalities in the proposal process.

1. PURPOSE

The Liberty County Board of Commissioners (“Owner”) is seeking proposals from qualified firms for architectural services to provide design, engineering, and construction administration services for a new Health Department facility estimated at 25,000 S.F. The successful offeror will work with a designated committee to plan for and design final construction drawings, associated approvals, and assist with the monitoring of activities during the construction phase to ensure final completion and project close-out consistent with the final plans and drawings subject to the construction contract(s). Any and all transactions made necessary by this RFP, as well as, the proposal documents shall be subject to the approval of the owner. The owner has conducted preliminary space planning activities which will need to be confirmed as part of this process.

2. SERVICES

The services being sought pursuant to this RFP shall include all professional tasks which have as their objective the design, production of technical documents, and construction administration necessary to provide owner (subject to constraints imposed by the project budgets) with a complete and properly functioning facility suitable for the purposes intended. Such services shall include, by way of illustration and not limitation, architectural design, interior design, civil engineering, landscape and irrigation design, structural engineering, plumbing engineering, mechanical engineering, electrical engineering, security systems, building access design, fire alarm and fire protection design, signage design, technology systems design, FF & E services, construction monitoring and administration (to also include public bidding/proposal administration.), and bidding services. The successful offeror will be required to perform these services in coordination and collaboration with any owner designated construction committees which may apply. The successful offeror will also work to insure compliance with any and all applicable Federal, State, and local, codes and ordinances.

3. DEFINED TERMS.

In addition to the terms defined elsewhere in this RFP, the following terms shall have the meanings indicated below, which are applicable to both the singular and plural thereof.

- (a) **Addenda** - Graphic or written documents issued by the Owner prior to the opening of Proposals intended to clarify, revise, add to, or delete information in the original Proposal Documents or in previous addenda.
- (b) **Offeror** - One who submits a Proposal directly to Owner as distinct from a sub-offeror of sub-bidder, who submits a proposal to a Offeror.

- (e) **Proposal** - A complete and properly signed offer to perform the services for the prices stipulated in the form submitted by the Offeror in accordance with the Proposal Documents.
- (f) **Proposal Documents** – Shall collectively refer to this RFP, the Project Program, and any and all contracts, instruments, or other documents specifically made a part of this RFP or otherwise contemplated to be entered into between the Owner and the Successful Offeror in connection with the Project.
- (g) **Successful Offeror** - The responsible and responsive Offeror who's Proposal the Owner determines to be most advantageous to Owner (on the basis of Owner's evaluation as hereinafter provided) and to whom Owner makes an award.

Additionally, for purposes this RFP, "herein," "hereby," "hereunder," hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this RFP and not solely to the particular portion thereof in which any such word is used, and "including" or "include" means including without limitation.

4. RESTRICTED COMMUNICATION.

From the issue date of this RFP until a Successful Offeror is selected and the selection is announced and Proposal Documents are executed, Offerors are not allowed to communicate with any employees of the Owner, the Board, or members of the Selection Committee with respect to this RFP or the Project, except for (i) submission of questions as authorized by this RFP, (ii) during the pre-proposal conference if applicable, (iii) during any scheduled and authorized interviews for purposes of evaluation(if applicable), and (iv) during authorized negotiations following opening of the Proposals. For violation of this provision, the Owner reserves the right to reject the Proposal of the offending Offeror.

5. SCHEDULE OF RFP EVENTS.

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. All times indicated are prevailing times in Hinesville, Georgia. The Owner reserves the right to adjust the schedule as it deems necessary or convenient.

Estimated Schedule of Events	Projected Date	Projected Time
Deadline for submission /Opening of Proposals	June 22, 2021	2:00 PM
Selection Committee Concludes Proposal Evaluations	July 23, 2021	N/A
Project Award	August 3, 2021	N/A

6. PROPOSAL FORM AND CONTENT.

All Proposals shall be prepared in accordance with this RFP, and shall include the following; (i) Statement of Qualifications with appropriate subsections (ii) Proposal form including professional fees and expenses (see Exhibit A); (iii) Authorization to Investigate (see Exhibit B); (iv) a Statement Pursuant to O.C.G.A. § 36-91-21(d) (see Exhibit C); (v) Contractor Affidavit and Agreement (see Exhibit D); and all other items or documents required or authorized by this RFP. Offerors must be sure to execute all required exhibits of this package. Offerors must provide one (1) original, and three (3) hard copies of the completed Proposal for a total of four (4) sets of the Proposal. Each such set shall be identical and include a transmittal letter. Proposals must be typed on standard (8 ½” x 11”) paper. All Proposals shall be prepared simply, succinctly and economically, to provide a straightforward and concise description of the matters requested. Emphasis must be on completeness, relevance, and clarity of content. To expedite the review of Proposals, it is essential that Offerors follow the format and instructions set forth herein. The Proposal shall be signed as follows:

- (a) A Proposal submitted by a *partnership* shall list the names of all partners and shall be signed in the partnership name by one of the authorized members of the partnership. If there is no partner who is a Georgia resident, the name and address of an entity designated to receive service of process for the partnership in Georgia must be provided.
- (b) A Proposal submitted by a *corporation, limited liability company*, or other legal entity not a partnership shall be signed under the legal name of the entity by the officer, manager, or other person(s) duly authorize to bind said entity. The name of each person signing the proposal shall be typed or printed below the signature. If not a Georgia corporation, there must also be evidence that the corporation is authorized to transact business in Georgia.
- (c) A Proposal from an *individual* who is not a Georgia resident shall provide the name and address of an entity in Georgia with the authority to accept service of process for the individual.
- (d) All names must be typed or printed in ink below the signature.

- (e) The address, email address, facsimile and telephone number for communications regarding the Proposal must be shown.

7. EXAMINATION OF PROPOSAL DOCUMENTS, OTHER DATA, AND PROJECT

- (a) It is the responsibility of each Offeror before submitting a Proposal:
 - (i) To examine and study thoroughly the Proposal Documents and other related data identified in the Proposal Documents;
 - (ii) To become familiar with and satisfy Offeror as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the services requested;
 - (iii) To study and carefully correlate Offeror's knowledge and observations with the Proposal Documents and such other related data; and
 - (iv) To promptly notify Owner of all conflicts, errors, ambiguities or discrepancies which Offeror has discovered in or between the Proposal Documents and such other related documents;
 - (v) To agree at the time of submitting its Proposal that no further examinations, investigations, explorations, tests, studies or data are necessary for the determination of its Proposal for performance of the services requested at the price proposal and within the times and in accordance with the other terms and conditions of the Proposal Documents;
 - (vi) To determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the services requested.
- (b) The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement of this Section 7, that without exception, the Proposal is premised upon performing and furnishing the services and materials required by the Proposal Documents and applying any specific means, methods, techniques, sequences, and procedures that may be shown or indicated or expressly required by the Proposal Documents; that Offeror has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Offeror has discovered in the Proposal Documents and the written resolutions thereof by Owner are acceptable to Offeror; and that the Proposal Documents are generally

sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

8. SUBCONTRACTORS, SUPPLIERS, AND OTHERS.

- (a) Offerors are required to furnish to the Owner a listing of all subcontractors proposed to be used by said Offeror in conjunction with the project. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor if requested by the Owner. If the Owner has reasonable objection to any proposed subcontractor the Owner may, before an award is made, request the apparent Successful Offeror to submit a substitute, in which case the apparent Successful Offeror shall submit an acceptable substitute, and said Offeror's Proposal price will be increased (or decreased) by the difference in cost occasioned by such substitution, and the Owner may consider such price adjustment in evaluating Proposals and making the contract award.
- (b) If the apparent Successful Offeror declines to make any such substitution, the Owner may award the Contact to the Offeror who submitted the next most advantageous offer to the Owner that proposes to use acceptable subcontractors in connection with the Project. Any subcontractor so listed and against which the Owner makes no written objection prior to awarding the subject contract will be deemed acceptable to the Owner, subject to revocation of such acceptance after execution of all of the Proposal Documents as provided therein.
- (c) The Successful Offeror shall not be required to employ any subcontractor against whom the Successful Offeror has reasonable objection.

9. INTERPRETATIONS AND ADDENDA.

- (a) All questions about the meaning or intent of the Proposal Documents are to be directed to the project officer. The Offeror shall do so in writing or by e-mail and be responsible for its prompt delivery. Interpretations or clarifications considered necessary by the officer in response to such questions will be issued by Addenda mailed or otherwise delivered (e.g. electronic mail, posting on website, facsimile, etc.) to all prospective Offerors having received the Proposal Documents. Only questions answered by formal written Addenda will be binding. The Owner nor project officer will be responsible for any oral instructions and oral or other interpretations or clarifications not issued in writing as specified herein will be without legal effect.

- (b) Subject to O.C.G.A. §36-91-20(d), the Owner expressly reserves the right to revise, amend or otherwise change, at any time, any and all of the terms and requirements for Proposals set forth herein as deemed advisable by the Owner.
- (c) Questions about any aspect of the Proposal Documents or the Project shall be submitted in writing (e-mail is preferable) to:

Maria Tart
E-mail: Maria.tart@libertycountyga.com
Liberty County Board of Commissioners
Mail: 100 N. Main St., Hinesville Ga. 31313

- (d) It shall be the Offeror's responsibility to confirm that it has received any and all Addenda issued by the Owner pursuant to this RFP, notwithstanding any failure in delivery or notification of said Addenda to Offeror. By submitting its Proposal, Offeror shall be deemed to have received all such Addenda and be fully apprised of their contents.

10. SUBMITTAL OF PROPOSALS.

- (a) Proposals shall be submitted at the offices of the Board located at 100 N. Main St. Hinesville, Georgia 31313 prior to the time specified in the Schedule of RFP Events, and shall be enclosed in a sealed, opaque envelope, marked "**Architectural Services / Health Department**", and name and address of the Offeror, and other required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it.
- (b) Each Offeror is responsible for seeing that its Proposal is received by the Owner not later than the advertised time set for the submission deadline for the Proposals. **Unless otherwise stipulated by the Owner by appropriate Addendum, the attendance of Offerors at the Proposal opening shall not be required.**

11. MODIFICATION AND WITHDRAWAL OF PROPOSALS.

- (a) Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of proposals.
- (b) Once Proposals have been opened, Proposals may only be withdrawn for appreciable error in accordance with (and as limited by) O.C.G.A. § 36-91-52, and only upon duly signed, written notice actually received by the Owner prior to award of the contract and not later than 48 hours after the opening of the Proposals, excluding Saturdays, Sundays, and legal holidays. Thereafter, that Offeror will be disqualified from further consideration.

12. STATEMENT OF QUALIFICATIONS

A Statement of Qualifications shall be included and made a part of the Proposal. The content of said Statement of Qualifications **must be categorized and numbered as outlined below**, and responsive to all requested information:

A. **Description and Resources of Firm**

1. **Basic Company Information.** Provide company contact information including e-mail address, and company website (if available). Identify the location of the office from which services will be managed and this office's proximity to the Project location. Provide form of ownership, including state of residency or incorporation, and number of years in business. Identify whether the firm is a sole proprietorship, partnership, corporation, limited liability corporation (LLC), joint venture, or other legal organizational structure.
2. **Firm History.** Describe the history and growth of the firm. Provide general information about the firm's history, including disciplines and numbers and classifications of employees, and locations and staffing of offices.
3. **Litigation History.** Provide information concerning any litigation that the firm has been involved with in the past ten (10) years with clients where the firm was found responsible or paid settlement charges? List any active or pending litigation and explain its nature and current status. List any active claims against your firm or against clients where your firm is named.
4. **Involuntary Terminations.** Provide information as to whether or not the firm, or member thereof, has ever been involuntarily removed from a contract or failed to complete a contract as assigned.

B. Experience and qualifications

Provide information on the firm’s experience providing services for projects and clients of similar size, function, and complexity.

1. Describe no more than five (5) and no less than three (3) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the scope at hand. For each project, the following information shall be provided:

a.	Owner’s and user’s name, location and dates of project.
b.	Description of services provided.
c.	Information on successes achieved by your firm.
d.	Respective owner’s and user’s stated satisfaction in service from your firm. Provide any client-written letters of reference/recommendation about the firm’s performance.
e.	Owner’s and user’s contact information (current address and phone number).

C. Statement of Suitability.

1. Provide any information that may serve to differentiate the firm from other firms in suitability for the services contemplated in this RFP. Include all unique qualifications the firm feels are especially relevant to the Project.
2. Provide information on current and projected workloads of the firm and any potential impact to the services to be provided in connection with the Project.
3. Provide evidence of your firm’s ability to deliver the Project in a timely manner consistent with this RFP with the least risk of delay or dispute.
4. Provide information on any special, relevant, innovative or unique qualifications for the requested scope of services.
5. Provide information on any management techniques or methodologies offered by the firm that may be particularly suitable for the required services.

13. EVALUATION AND AWARD OF CONTRACT.

The owner shall evaluate Proposals in order to obtain the most advantageous Proposal from said responsive and responsible offers. The Owner will award the contract in accordance with this procedure.

(a) **Rating of Evaluations**

Following the opening of the sealed Proposals, The Owner will evaluate all Proposals based on criteria set forth in Section 12 of this RFP, and final cost associated with completion of the project. In making such evaluation, the maximum points which the Owner may assign to the evaluation criteria shall be as follows: (i) Description and Resources of Firm (**up to 10 points**); (ii) Experience and Qualifications (**up to 20 points**); (iii) Statement of Suitability (up to **10 points**); (iv) project support/delivery (**up to 10 points**) and (iv) Guaranteed cost (**up to 50 points**).

- (b) Evaluation of the Proposals described in the preceding paragraph will be undertaken by the Owner through a selection panel consisting of representatives of the Owner. As soon as practicable following said evaluations, the members of the Owner, taking into consideration those same criteria relied upon by the Selection Panel, shall consider and confirm (in writing) which Proposal is the most advantageous to Owner (in its sole judgment), and, subject to its right to reject any such Proposal, the Owner will award the Proposal to such Offeror, subject to the execution and delivery by the Owner of the Project Contract.
- (c) Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the services contemplated by this RFP.
- (d) The submission of Proposals hereunder shall invest offeror with no interest, right or claim of any kind with respect to the contract to be awarded. Furthermore, the Owner reserves the right to reject all Proposals in its absolute discretion for any reason whatsoever, with or without cause, and thereafter re-advertise the contract opportunity.
- (e) The Owner, in its absolute judgment, reserves the right to waive any technicality, noncompliance, or informality in evaluating Proposals or otherwise in administering the RFP process.

14. OWNER NOT BOUND.

This RFP is not an offer to contract or a solicitation of bids, and any Proposal submitted in response hereto, regardless of whether the Proposal is determined to be the most advantageous Proposal (or is in fact awarded), is not binding upon the Owner, and does not obligate the Owner to procure or contract for any services. Neither the Owner, nor any Successful Offeror, will be bound unless and until all Proposal Documents required by the Owner are negotiated and fully approved and accepted by the Owner, and the Successful Offeror, as evidenced by said parties' signature and delivery of the Proposal Documents.

15. SIGNING THE PROPOSAL DOCUMENTS.

When the Owner gives a conditional notice of award to the Successful Offeror, it will be accompanied by the required number of unsigned counterparts of the Proposal Documents required by the Owner in connection with the Project. Unless otherwise extended by the Owner, the Contractor shall, within fifteen (15) calendar days from the receipt of such documents, sign and deliver the same to the Owner, accompanied by any required documents or proofs of insurance coverages.

16. LAWS AND REGULATIONS.

The Successful Offeror shall comply with local, State and Federal regulations, rules, order, and laws applicable to the Project.

17. CONTRACTOR'S INSURANCE.

The Successful Offeror shall not commence work under the Proposal Documents until it has obtained all the insurance required by said Proposal Documents.

18. CONFLICT.

Any conflict between the public notice advertising this RFP and the Proposal Documents made available to Offerors following such advertisement shall be controlled by the latter.

19. COSTS INCURRED BY OFFERER.

All costs incurred by Offeror in connection the Proposal, of whatever amount and nature, direct or indirect, shall be borne exclusively and completely by Offeror, and neither the Owner nor the Agency shall have absolutely no liability or obligation of any kind for such

costs. **All Proposals upon receipt by the Owner shall become the property of the Owner.**

20. PUBLIC RECORDS.

Subject to O.C.G.A. 36-91-21(c)(2), Offerors are advised that the contents of any Proposal and all documents and information submitted in connection therewith may be subject to disclosure as required by The Georgia Open Records Act and any and all other applicable laws, and the Offeror does hereby release and forever discharge the Owner and the Agency, and its members, officers, employees, representatives, and agents from any damage, suit, costs, or other liabilities of whatever kind arising from such disclosure. Without limiting the foregoing, Offerors are specifically advised that labeling information provided in Proposals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view.

21. SUBJECT TO PROVISIONS OF ACT.

This RFP is made expressly subject to, and is qualified in its entirety by, all applicable provisions of the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq. (the “Act”). To the extent any portion of this RFP directly conflicts with the provisions of the Act, this RFP shall be deemed modified so as to comply with said Act.

Exhibit A

Liberty County Board of Commissioners
100 N. Main Street
Hinesville, Georgia 31313
Tele: (912) 876-2164

PROPOSAL FORM
Architectural Services
Hinesville, Georgia

MANDATORY PROPOSAL FORM: This form must be submitted and returned to the County at its offices located at 100 N. Main Street, Hinesville, Liberty County, Georgia 31313, prior to the Submission Deadline (i.e. 2:00 **p.m. on June 22, 2021** unless changed by Addenda), and must be accompanied by the following documents:

- (a) The Request for Proposals, and any and all other forms, documents, materials, and other information (e.g. State of Qualifications pursuant to Sec. 16, listing of subcontractors pursuant to Sec. 12, etc.) required to be made a part of this Proposal, as indicated herein or in the Proposal Documents.

The above materials must be submitted in a sealed envelope in the manner provided in the Proposal Documents. If this form is not fully and accurately completed and submitted to the County, together with the other documents listed above, as required in the Proposal Documents, the County may (in its sole and absolute discretion) reject the Proposal.

SECTION I – Terms of Proposal

This Proposal is submitted in accordance with the Proposal Documents and made subject to the following:

- (a) The undersigned Offeror agrees, if this Proposal is accepted, to enter into with the County such contract(s) and warranties collectively as is necessary or appropriate for the subject Project in the form included in the Proposal Documents (or if not included, in such form as may be reasonably prescribed by the County) and to fully perform and observe the obligations and terms on its part to be performed therein. Said Agreement shall be executed by Offeror in the manner indicated therein and returned to the County within three (3) business days from Offeror's notification of acceptance of the Proposal. Failure to execute the Agreement in the time prescribed may result in disqualification of the Offeror.
- (b) Offeror accepts all of the terms and conditions set forth in the Proposal Documents,

including without limitation those dealing with the disposition of the Proposal Security. This Proposal will remain subject to acceptance for sixty (60) days following the Submission Deadline, or for such longer period of time that Offeror may agree to in writing upon request of the County.

- (c) In submitting this Proposal, Offeror represents, as may be more fully set forth in the Proposal Documents, that:
- (1) Offeror has read, examined, and carefully reviewed the Proposal Documents and any and all other materials made available by the County in connection with this Proposal and the Project, and fully understands the same and freely and voluntarily submits this Proposal pursuant to the terms contained in the Proposal Documents.
 - (2) Offeror further acknowledges receipt of any and all Addenda issued by the County in connection with this Proposal and the Project.
 - (3) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation. Offeror has not, directly or indirectly, (i) induced or solicited any other Offeror to submit a false or sham Proposal; (ii) solicited or induced any Person to refrain from submitting a Proposal; or (iii) sought by collusion to obtain for itself any advantage over any other Offeror or over the County.
 - (4) If the Offeror is not a natural person, that it has the full and complete right, power and authority to submit this Proposal and perform the terms of the Agreement (if accepted by the County), and the same has been duly and validly authorized by all necessary action on the part of the Offeror, and no additional authorization, consent or permit is required.
 - (5) If the Offeror is not a natural person, the individual or individuals signing this Proposal on behalf of the Offeror has or have the right, legal power and actual authority to bind the Offeror to the terms and conditions of this Proposal.

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Subject to the foregoing and the terms contained in the Proposal Documents, the Offeror does hereby submit a guaranteed cost proposal for completion of the services in the following percentage (the "Proposal Amount"):

_____ (_____ %)

(use words)

(figures)

*****Attach any other information pertinent to services which are not covered by the rate above.**



DATE: _____, 2021.

OFFEROR:

If an individual(s):

Name(s): _____

Signature(s): _____

If a legal entity not an individual(s):

Name: _____,
a limited liability company/corporation/other

By: _____
(signature)

Name/Title: _____

Offeror's Address: _____

Offeror's Tele/Fax: _____ / _____

Offeror's Email: _____

Exhibit B

Project: Architectural Services

AUTHORIZATION TO INVESTIGATE

The undersigned Offeror consents to and authorizes the full investigation by the Liberty County Board of Commissioners, Liberty County, Georgia, or its related departments and agencies, of the information given in connection with the proposal submitted by the undersigned in connection with the above referenced project, and consents to representatives and agents of said Liberty County Board of Commissioners contacting the named references, named financial institutions, and such other persons and entities as may be needed to confirm such information or evaluate the merits of the subject proposal, and waives any right the undersigned may have for such information to remain confidential. The furnishing of false or misleading information or the intentional withholding of material facts (as determined by the Liberty County Board of Commissioners in their sole discretion), shall be a reason for rejection of any proposal submitted by the undersigned in connection with the Project and may further subject the undersigned to forfeiture of any proposal security and additional civil liability and/or criminal prosecution.

Date: _____

Offeror: _____
(Print Name)

Authorized Signature: _____

Exhibit C

Project: Architectural Services

STATEMENT PURSUANT TO O.C.G.A. § 36-91-21(d)

The undersigned Offeror affirms that it has not prevented or endeavored to prevent any other person or entity from submitting a competing sealed proposal by any means whatsoever, or otherwise caused or induced another to withdraw a proposal from consideration. The below Offeror further affirms and covenants that it will make an oath confirming the foregoing (as required by O.C.G.A. § 36-91-21(e)) prior to commencing any work, should it be awarded the contract which is the subject of the above referenced proposal.

Date: _____

Offeror: _____
(Print Name)

Authorized Signature: _____

Exhibit D

RE: Contract: _____

Contractor: _____

EEV/Basic Pilot Program User ID No.: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Liberty County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Liberty County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by Liberty County. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Liberty County at the time the subcontractor(s) is retained to perform such service.

Contractor Name

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 20____.

Notary Public
My Commission Expires: _____

