

Purchasing Department

Henry County Government
140 Henry Parkway
McDonough, Georgia 30253
(770) 288-6027

TO: All Interested Parties

FROM: Michael E. Sabine
Assistant County Manager

DATE: October 3, 2008

RE: Sealed proposals for a master plan for Nash Farm Park (SP-09-23-103108-9)

The Henry County Purchasing Department, on behalf of the Board of Commissioners/Parks & Recreation Department, is requesting sealed proposals to provide submissions for a master plan for Nash Farm Park in Henry County. Specifications and submission instructions are enclosed for your reference.

Please submit your proposal in accordance with the enclosed instructions, in no event later than 3:00 PM local time on October 31, 2008. Proposals will be acknowledged at the Purchasing Department in the County Administration Building, 140 Henry Parkway, McDonough, by the administrative staff on that date. Late proposals will not be considered nor will they be returned. All vendors are welcome to attend the proposal opening proceedings if they so desire.

Thank you for your interest in Henry County. On behalf of the Purchasing Department, we appreciate your time and attention to this request for proposal as a part of our mission to obtain quality products and deliverables for our divisions and departments in an efficient and effective manner.

Enclosure:
Request for Proposal and Associated Materials

**INVITATION: REQUEST FOR PROPOSAL
(PROPOSAL NUMBER SP-09-23-103108-9)**

Henry County is requesting sealed proposals to provide submissions for a master plan for Nash Farm Park in Henry County. The Contractor shall provide all services and associated materials necessary in the performance of this RFP.

Sealed proposals will be received by Henry County Board of Commissioners, Purchasing Department, 140 Henry Parkway, McDonough, Georgia 30253 until 3:00 PM local time on October 31, 2008. Late proposals will not be considered nor returned. Proposals will be acknowledged at the County Administration Building by staff personnel. All vendors are welcome to attend the proceedings if they so desire.

Copies of the proposal documents may be obtained from Henry County Purchasing Department by telephone request to 770-288-6027 or in person between the hours of 8:00 AM to 5:00 PM Monday through Friday.

Proposals may not be withdrawn for a period of forty-five (45) days after bid closing date. Henry County reserves the right to reject any and all bids and to waive any technicality deemed to be in the County's best interest at its sole discretion.

1. SCOPE

1.1 The intent of this invitation is to obtain competitive proposals for a master plan for Nash Farm Park in Henry County. Sealed proposals will be received by the Henry County Purchasing Department, County Administration Building, 140 Henry Parkway, McDonough, Georgia 30253 until 3:00 PM local time on October 31, 2008. Late proposals will not be considered nor returned and received proposals will be opened at 3:00 PM local time on October 31, 2008. The mailing address is Henry County Purchasing Department, County Administration Building, 140 Henry Parkway, McDonough, Georgia 30253. The bid envelope must be marked "SEALED PROPOSAL 09-23-103108-9".

2. SUBMISSION OF QUALIFYING PROPOSALS

2.1 Bidder must show total price for each qualifying proposal and proposed alternate (if an alternate option is so proposed by the vendor/firm) for which a response is submitted. By executing the Supply Service Contract, the respondent acknowledges that he/she has read and understands this invitation and agrees to be bound by its terms and conditions.

2.2 Responses to this RFP may be submitted by mail or delivered in person. Fax or e-mail responses are not acceptable. All responses must be received by the Purchasing Department prior to the date and time specified. Responses may not be withdrawn for a period of forty-five (45) days after closing date.

2.3 The following forms shall be returned along with the vendor's response:

- SUPPLY SERVICE CONTRACT, duly impressed with corporate seal, if applicable
- FINANCIAL PROPOSAL
- CLIENT REFERENCE LIST
- NARRATIVE WITH REQUISITE INFORMATION (as supplied by vendor)
- CONTRACTOR AFFIDAVIT AND AGREEMENT
- SUBCONTRACTOR AFFIDAVIT

2.4 Return responses to Henry County Purchasing Department, County Administration Building, 140 Henry Parkway, McDonough, Georgia 30253. If you are not submitting a response in response to this Invitation, please return the Financial Response Form in order to remain on our active bidder's file.

2.5 All vendor bids shall be retained by the County and shall not be returned to the vendor(s).

3. PRICING

3.1 All prices shall be F. O. B. Destination and shall include all charges that may be incurred in fulfilling the terms of this Request for Proposal.

3.2 Prices submitted herein shall remain firm for the design agreement period, regardless of any changes that may occur as a result of production changes, entity shutdowns, delivery schedules, etc.

4. INTERPRETATION OF REQUEST FOR PROPOSAL (RFP)

4.1 Technical questions pertaining to this RFP shall be directed to the following individual: Tim Coley, Parks & Recreation Director, 140 Henry Parkway, McDonough, Georgia 30253; telephone (770) 288-7300; e-mail: tcoley@co.henry.ga.us.

4.2 Procurement questions pertaining to this RFP shall be directed to the following individual: Michael E. Sabine, Assistant County Manager, 140 Henry Parkway, McDonough, Georgia 30253; telephone (770) 288-6027; e-mail: msabine@co.henry.ga.us.

5. ORDER OF PRECEDENCE

5.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this Invitation (including the vendor/firm's response) shall take precedence over the General Conditions and Instructions to Bidders included herein.

6. AWARD

6.1 Henry County reserves the right to reject any and all proposals, to waive any technicality in proposals and, unless otherwise specified by the offeror, to accept any item in the proposals.

6.2 In case of error in the extension of prices in the proposal, the total price (net cost) shall govern.

6.3 Time is of the essence and accordingly the best delivery date offered will be taken under consideration in awarding this order.

6.4 The County reserves the right to award the contract to the next most qualified vendor/firm if the successful vendor/firm does not begin contracted services within the prescribed number of days stated in the contract.

6.5 Henry County is exempt from excise taxes, including transportation and sales tax, and in no case shall such taxes be included in bid prices; any applicable taxes must be shown as a separate item. Where applicable, tax exemption certificates will be furnished to supplier.

6.6 It is agreed by the parties hereto that delivery by the supplier to the common carrier does NOT constitute delivery to the County or any political subdivision or department thereof. It is agreed that the County accepts title only when received regardless of F.O.B. point.

7. TERM OF AGREEMENT

7.1 This Agreement is anticipated to be for a defined scope and defined term specifically related to the product and deliverables, specified in this RFP and the associated response. Since time is of the essence, the anticipated project term is envisioned to run from start of project to conclusion of project and final delivery of completed work product. Starting date and projected project conclusion date shall be listed (as requested) in the vendor/entity's response.

7.2 General provisions and recitations relating to the terms of agreement required by OCGA Section 36-60-13 are stated immediately below:

- A. The contract shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed;
- B. The contract shall be automatically renewed at the beginning of each calendar year included in the term of the agreement unless the Board of Commissioners by majority vote taken prior to the beginning of the renewal year elects to terminate the agreement;
- C. The County's total obligation for each year included in the term of the agreement is specified in the attached contract documents;
- D. Title to all deliverables which is the subject matter of this agreement shall remain in the vendor until fully paid for by the County.

7.3 Any renewal or extension (as may be applicable) is contingent upon there being no changes in prices, terms, or prevailing conditions.

7.4 The contract may be renewed or otherwise extended only by a positive action taken by an Authorized Agent of the County and shall be confirmed in writing to the Contractor.

8. PURCHASE ORDER

8.1 A purchase order for the item(s) listed in this Request for Proposal (RFP) will be issued subsequent to contract award and will become an integral part of the resulting contract.

8.2 The purchase order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the written agreement/contract and any modifications thereto.

9. DELIVERY POINT

9.1 All project deliverables, including draft and final designs and/or reports shall be delivered to Henry County Parks and Recreation Department, Tim Coley, Director, 140 Henry Parkway, McDonough, Georgia. Invoices shall be addressed to the above-named individual/entity.

9.2 All procurement-related documents shall be delivered to Henry County Purchasing Department, Michael E. Sabine, Assistant County Manager, 140 Henry Parkway, McDonough, Georgia 30253.

10. TIME OF PERFORMANCE

10.1 The delivery time required to provide the item (s) as specified in this Invitation to Bid, after receipt of order, must be stated in days in the appropriate space on the Financial Response Form. This delivery time must be all inclusive of the time required to receive the major components and any other requirements necessary to provide the item(s) as specified in this document. Conditional bids are subject to rejection in whole or part.

BIDDERS ARE HEREBY CAUTIONED THAT FAILURE TO INDICATE A DELIVERY TIME AS STATED ABOVE SHALL BE CAUSE FOR REJECTION OF A SUBMITTED PROPOSAL.

11. CONTRACT ADMINISTRATION

11.1 In the event a contract is executed with your firm as a result of this Request for Proposal, indicate the person(s) the County may contact for prompt contract administration in the space provided on the Financial Response Form.

12. LISTING OF EXCEPTIONS

12.1 All exceptions to contract specifications must be itemized. Details concerning the exception must be clearly explained. Each exception will be considered by the County as to the degree of impact and total effect on the bid.

12.2 The County assumes that silence to exception indicates that the item(s) will comply with specifications. Should the item(s) not comply, and the exception is not indicated, then the item(s) shall be rejected when delivered. All items shall be given a general inspection for material, workmanship, and compliance with specification prior to acceptance. Should the item not comply, and an exception not taken, the Contractor shall be held responsible to fulfill that specification. Acceptance is not final until all specifications, with concurrence to exceptions, are met. The submission of general literature will not constitute the taking of an exception nor honor any specification changes.

13. COMPLETION OF PERFORMANCE

13.1 Bidder agrees to complete performance of the contract within the delivery schedule, after receipt of the purchase order, unless the completion date is extended as provided for in Paragraph 14 below.

14. DELAYS BEYOND CONTROL OF CONTRACTOR

14.1 In the event that completion of the contract shall be delayed because of any labor strike or work stoppage, injunction, or interference of any public authority, or by reason of any cause or circumstances beyond the control of the Contractor and for which he could not have taken reasonable precaution, the completion date may be extended as shall be determined in each instance at the discretion of the County.

14.2 However, the granting of any such extension(s) shall not be considered as a waiver of the requirement of timely completion or deemed to affect the importance of timely completion.

14.3 Notice of Delays: Whenever the Contractor receives notice or obtains knowledge of any event or condition which will delay, or is likely to delay, the completion of his performance under this contract beyond the specified completion date, he shall notify County Purchasing in writing within fifteen (15) calendar days after receiving such notice or obtaining such knowledge of the nature of the delay and its estimated duration; otherwise, the Contractor shall not be entitled to any extensions of the completion date.

15. INSURANCE REQUIREMENTS

15.1 The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

15.2 The Contractor shall, during the continuance of all work under the Contract, provide the following:

- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$300,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
- B. The Contractor agrees to maintain Errors and Omissions (Professional Errors and Omissions) insurance in an amount of not less than \$500,000.00 per occurrence to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. Errors and Omissions coverage shall continue in force for six (6) months after completion of work stipulated by this RFP and the vendor response.

15.3 Contractor shall notify the Owner, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the Owner.

15.4 Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract

without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

15.5 Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

15.6 The Contractor and all applicable subcontractors shall comply with the provisions of the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

15.7 If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the Owner may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

16. RESERVED (N/A)

17. NEWS RELEASES BY VENDORS

17.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the prior written approval of the County.

18. SEVERABILITY /CANCELLATION

18.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

18.2 This Contract shall be construed and governed in accordance with the laws of the State of Georgia. Any controversy or claim rising out of or relating to this Contract, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in McDonough, Georgia. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all other sums to which it may be entitled, may call upon the other party to pay their reasonable expenses, including legal fees, relevant to the claim. In the event of any claim, action or suit stemming from this RFP, vendor response, or associated written agreement, the vendor and County agree the venue of jurisdiction shall be Henry County, Georgia.

18.3. Cancellation. This design agreement may be cancelled by either party, at any time, upon thirty (30) days written notice of its intent to cancel.

19. NON-COLLUSION

19.1 By signing the Supply Services Agreement, vendor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

20. INDEMNIFICATION AND HOLD HARMLESS

20.1 The vendor who is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Henry County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that Henry County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimburse to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

21. CONFLICT OF INTEREST

21.1 By signing the Supply Service Agreement form, the vendor certifies that the vendor and employees of the vendor performing work on this Contract shall comply with the requirements of Section 3-2-4 of the Code of Henry County pertaining to Conflicts of Interest.

21.2 Further, no employee of Henry County shall be directly interested financially, or have any direct personal beneficial interest, in the purchase or contract for any materials, equipment or supplies furnished to Henry County as a result of the Supply Service Agreement.

22. DRUG-FREE WORKPLACE CERTIFICATION

22.1 By signing the Supply Service Agreement form, I certify that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

A. A drug-free workplace will be provided for the Contractor's employees during performance of the design agreement; and

B. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

C. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

23. BACKGROUND

23.1 Henry County has acquired approximately 200 acres in western Henry County for historic preservation and recreational purposes. This tract was the site of cavalry activity during the Civil War, specifically during the later portion of the Atlanta Campaign of 1864 (August/September 1864). The site is located at 4361 Jonesboro Road, Hampton, Georgia 30228 and consists of approximately 10 acres north of Jonesboro Road and approximately 190 acres south of Jonesboro Road. There are a number of existing buildings on the main tract (south of Jonesboro Road). These buildings include an existing Activity Building, a small conference/meeting room facility, and the historic farmhouse. There is one existing building north of Jonesboro Road, a cattle barn.

23.2 Henry County desires to provide passive recreation and historical interpretation at Nash Farm Park. The desired goal is to provide maximum passive recreational activities to the greatest possible number of county residents and visitors to the park while maintaining an appropriate level of historical interpretation at the Nash Farm Battlefield located within the perimeter of the County Park.

23.3 For informational purposes, photographs of the general project area are included for ease of reference; please see attached (Photo Enclosure).

24. SERVICES TO BE PERFORMED

24.1 The contractor shall furnish services for a master plan for Nash Farm Park in Henry County. The plan shall include the following features:

A. The vendor/entity shall develop a master plan for the entire Nash Farm Park, with specific emphasis on the passive recreation and activity area features of this County Park.

B. The master plan should incorporate the following features:

1. Paved walking trails
2. Paved parking facilities
3. Playground facilities consistent with a county regional park/consistent with other regional county parks
4. Bicycle trails
5. Equestrian trails
6. Covered picnic pavilions
7. Native plant/heirloom plant garden
8. Bird habitat/bird sanctuary

C. The master plan should also address the recommended status/recommended future role for existing structures and facilities.

D. The master plan may propose additional passive recreation features; inclusion of these proposed additional features is subject to the approval of the Board of Commissioners.

E. The vendor/entity shall supply three (3) copies of all final master plan documents and plans in hard copy as well as an electronic copy of all final reports, designs, and computer aided drawings (CAD).

24.2 The County shall not furnish any additional equipment, supplies, nor personnel, required for the completion of the requested design and detailed vegetative plan.

24.3 The contractor shall not assign nor transfer this contract to any other person, firm, or corporation without prior written approval from the County.

24.4 This contract may be modified or amended only in writing and signed by an Authorized Agent of the County and the Contractor.

24.5 All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, to the Contractor or the County at the addresses specified. Such address may be changed from time to time by either party by providing written notice to the other.

24.6 Upon the conclusion or termination of this Contract, the contractor shall deliver all relevant records, notes, data, memorandum, models, and equipment of any nature that are in the contractor's possession or control and that are the County's property.

24.7 The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Contract.

25. PROPOSAL INSTRUCTIONS

25.1 Vendor may include any information deemed appropriate to substantiate the proposal and submit the proposal in accord with instructions stated elsewhere in this RFP.

25.2 Vendor shall include a list of current and/or past clients (min. 3, max. 5) to whom a similar service has been provided. The information should indicate the client, address, telephone number, and contact person.

26. SELECTION CRITERIA

26.1 The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of the vendor to provide services in response to this document. Vendors will not be compensated for any part of the proposal submitting process.

26.2 The review committee will select the proposal which is the most beneficial/advantageous to the County. Henry County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs.

26.3 Evaluation of vendor proposals will be based as follows: Cost to Henry County; Proposed Master Plan Features and Proposed Master Plan Approach; Experience of the Entity/Vendor in Developing Park Master Plans.

FINANCIAL PROPOSAL
Proposals for a master plan for Nash Farm Park

Guaranteed Project Startup Date: _____

Proposed Project Conclusion Date: _____

Payment Terms: _____

Vendor Name _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Vendor Contract Administrator: _____

RETURN THIS FORM WITH PROPOSAL

SUPPLY SERVICE CONTRACT

INVITATION/NUMBER/COMMODITY/OPENING DATE/TIME

Nash Farm Park Master Plan/SP-09-23-103108-9/Park Master Plan/10-31-08/3:00 PM

ISSUE DATE/DEPARTMENT/CONTRACT ADMINISTRATOR

10-3-08/Parks & Recreation/Tim Coley, Parks & Recreation Director

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items upon which prices are quoted, at the price set opposite each item, delivered at designated points within the time specified. Terms of Agreement subject to OCGA section 36-60-13 as specified in section 7 of the terms and conditions. It is understood and agreed that with respect to all terms and conditions accepted by Henry County under acceptance below, items bid and accompanying papers will constitute a contract.

NAME AND ADDRESS OF FIRM: Telephone No.: _____

Ga. State Registration No.: _____

Federal Identification No.: _____

Fax Number _____

CHECK ONE: INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____

State in which incorporated: _____

Vendor Legally Authorized Signature Date (Impress Corporate Seal Here)

Print Name and Title (Secretary)

ACCEPTANCE AGREEMENT-COUNTY OF HENRY (This is not an order)

CONTRACT NUMBER: _____ DATE: _____

Accepted as to Items (s) Indicated: _____

CHAIRMAN
Henry County Board of Commissioners

Sealed proposals in duplicate, subject to terms and conditions of this invitation, will be received in the Purchasing Department at the County Administration Building, 140 Henry Parkway, McDonough, Georgia 30253 on opening date and time specified, and then publicly opened and read, for furnishing items specified therein delivered to specified destinations within the time specified or stipulated by the bidder.

PLEASE RETURN THIS FORM WITH PROPOSAL

PHOTO ENCLOSURE

INFORMATION REGARDING PROJECT AREA (REPRESENTATIVE PICTURES OF AREA)



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 that is contracting with Henry County, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], 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 this contract with Henry County, Georgia, contractor will secure from each 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. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to Henry County, Georgia at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Contractor Name)

Title of Authorized Officer 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:_____

*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

RETURN THIS FORM WITH PROPOSAL

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §1310-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Henry County, Georgia, has registered with and is participating in a federal work authorization program* [or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

RETURN THIS FORM WITH PROPOSAL