



REQUEST FOR PROPOSAL
Water Tank Maintenance and Services
for
Tradeport Business Center and Midway Industrial Park

APRIL 20, 2017

PROPOSAL # 2017-0420

Liberty County Development Authority
425 West Oglethorpe Hwy
Hinesville, GA 31313
(912) 368- 3356

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**Liberty County Development Authority
NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS**

**Water Tank Maintenance and Services
for
Tradeport Business Center and Midway Industrial Park**

The Liberty County Industrial Authority doing business as Liberty County Development Authority (LCDA) is seeking a contractor to provide water tank maintenance services to Tradeport Business Center and Midway Industrial Park.

Offerors are notified that the Proposal package can be picked up at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 from 9:00 a.m. – 5:00 p.m., Monday through Friday beginning on Thursday, April 20, 2017 or on the LCDA's website www.lcda.com under RFPs and Public Notices.

Instructions for preparation and submission of a proposal are contained in the proposal package. Only completed proposals will be considered.

The Liberty County Development Authority will attempt through the negotiation process to contract with a qualified entity who demonstrates experience and proficiency as a general contractor for water tank maintenance services.

Evaluation factors include, but are not limited to, Offeror's professional qualifications and description of technical experience proposed to undertake the Scope of Work.

A **MANDATORY** pre-proposal conference will be held at **10 a.m. Friday, May 5, 2017** at the Liberty County Development Authority office, 425 W. Oglethorpe Hwy, Hinesville, GA 31313. A representative, but not necessarily the binding agent, for each Offeror **must be present**. Project scheduling, coordination requirements and questions will be addressed at this time. Minutes of the conference will be issued as an addendum and will be made a part of the RFP documents. At the conclusion of the meeting, Offerors will have the opportunity to conduct on-site inspections of both tanks. No other site visits will be permitted.

The contact person for this RFP is:

Tonniesha Evans, Administrative Services Coordinator

Liberty County Development Authority

425 W. Oglethorpe Highway

Hinesville, GA 31313

912-368-3443

Tonniesha.evans@lcda.com

Offerors will receive direct mail notification of any amendments.

Sealed proposals will be accepted at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 until **10:00 a.m. on Tuesday, May 30, 2017** at which time they will be publicly opened. No extension of the proposal period will be made, unless granted by written addendum.

The LCDA reserves the right to reject any and all proposals, with or without just cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the LCDA.

Liberty County Development Authority

REQUEST FOR PROPOSAL CHECKLIST

Please ensure that submittal package includes 1 (one) original and 6 (six) copies of the following forms and accompanying documentation:

- Basic Organization Information – Form A
- Affidavit of Non-Collusion – Form B
- Proposal Form – Form C (Signed)
- Schedule of Prices – Form D
- Additional Evaluation Factors – Form E
- Nondiscrimination Statement – Form F-1
- Proposed Schedule of M/WBE Participation - Form F-2
- Minority and Women Business Enterprise Good Faith Effort - Form F-3 (If Required)
- Local Preference – Form G
- Contractor's Reporting Requirements – Form H
- Certificate of Insurance

Liberty County Development Authority
Water Tank Maintenance and Services
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DEFINED TERMS

For purposes of this RFP, the below Terms shall be defined as follows:

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 LCDA 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) **Contract**- The contract to be awarded to the Successful Offeror pursuant to this RFP. At present, it is anticipated that LCDA will provide the Contract. LCDA is under no legal duty or obligation to enter into said Contract prior to or following an award pursuant to this RFP, and shall in no event be bound under said Contract until such time, if at all, as the same is duly approved by the LCDA board at a duly called public meeting. The Contract shall additionally be reviewed and approval by the legal counsel for LCDA. A sample form of the Contract is attached hereto, which may be revised by legal counsel for LCDA prior to execution.
- (d) **Offeror** - One who submits a Proposal directly to LCDA as distinct from a sub-offeror or sub-bidder, who submits a proposal to an 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 and any and all contracts, instruments, or other documents specifically made a part of this RFP or otherwise contemplated to be entered into between LCDA and the Successful Offeror in connection with the Project (to include the Contract).
- (g) **Selection Committee** - The committee appointed by the LCDA Board to oversee the RFP process, evaluate the Proposals, and recommend action regarding the same to the Board.
- (h) **Successful Offeror** - The responsive and responsible Offeror whose Proposal LCDA determines to be most advantageous to LCDA (on the basis of LCDA's evaluation as hereinafter provided) and to whom LCDA makes an award, all in the sole and absolute discretion of LCDA.

Additionally, for purposes of 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.

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 for any reason with any employees of LCDA or members of the Selection Committee with respect to this RFP or the Scope of Work, except for (i) submission of questions as authorized by this RFP, (ii) during any pre-proposal conference, (iii) during scheduled and authorized interviews, if any, for purposes of evaluation, and (iv) during authorized negotiations, if any, following opening of the Proposals. For violation of this provision, the LCDA reserves the right to reject the Proposal of the offending Offeror.

SCHEDULE OF RFP EVENTS

Event	Projected Date	Projected Time
Distribution of RFP	4/20/17	10:00 AM
Mandatory Pre-Proposal Conference	5/5/17	10:00 AM
Deadline for Questions	5/23/17	2:00 PM
Submittal Deadline	5/30/17	10:00 AM
Selection Committee Review	6/13/17	TBD
Selection Committee Interviews	6/20/17	TBD
Award of Proposal	6/26/17	8:30 AM

Liberty County Development Authority
Water Tank Maintenance Services
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SCOPE OF SERVICES

Annual Tank Maintenance:

It is the full responsibility of the Offeror to thoroughly investigate the needs/requirements of the LCDA, not necessarily specified in this RFP, and to propose an annual Water Tank Maintenance contract that will most efficiently meet or exceed the needs/requirements of the LCDA.

Offeror will annually inspect, service and be responsible for the care and maintenance of the water tanks as listed below hereinafter referred to as the "Tanks".

Tank List

- (a) Tradeport East ground tank – 300,000 gallon pre-stressed concrete
- (b) Midway elevated tank – 200,000 gallon steel leg

Care and maintenance of each tank shall include, but is not limited to the following:

Offeror shall annually inspect and service the interior and exterior of the Tanks to ensure that the Tanks are in sound watertight condition. Inspections shall be carried out in accordance with AWWA Manual M42 "Steel Water Storage Tanks", AWWA Standard (D110) for pre-stressed concrete tanks, Georgia EPD guidance APPENDIX B, OPERATIONS & MAINTENANCE PLAN - Guidance Manual for Preparing Public Water Supply System O & M Plans MAY, 2000, and this Scope of Services (SOS).

Offeror shall prepare and submit a maintenance/repair schedule to the LCDA prior to beginning work.

Offeror shall, biennially, beginning with the first washout/inspection after award, completely drain and clean the Tanks to remove all mud, silt and other accumulations that might be harmful to the tank or its contents. In the event annual interior inspections reveal the need for maintenance or repair, this biennial schedule will be accelerated to an annual schedule on a case by case basis and upon approval by the LCDA. This cleaning will utilize high-pressure wash equipment with water and chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

Offeror shall furnish all specialized services including engineering and inspection services needed to carry out all repairs to the Tanks required during the term of this agreement. These repairs include concrete and steel replacement/rehabilitation, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole cover/gaskets, concrete patches, screens, and other component parts of the Tanks.

Offeror shall clean or repaint the interior and/or exterior of the Tanks at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. Coating condition assessments are to be included as part of the annual inspection report for each tank.

When painting is needed, Offeror shall use all products and procedures that are equal to or exceed the requirements of the Georgia Environmental Protection Division, the American Water Works Association, and the Steel Structures Painting Council related to surface preparation, coating materials, and disinfection. Procedures for addressing lead content in the existing coatings shall be included where applicable.

When interior renovation is needed, Offeror shall perform pursuant to procedures as outlined in AWWA – D102-06 specifications for cleaning and coating of potable water tanks. Only material approved for use in potable water tanks will be used on any interior surface. When the exterior of a Tank requires painting, Offeror shall utilize a coating system which best suits the site conditions, environment and general location of the Tanks. The coating must be compatible with the existing coatings unless the project plan includes the total removal of the existing coatings.

Offeror shall maintain locks on the roof hatch of the Tanks to prevent any unauthorized entry to the Tanks. All Tanks currently have locks. Keys to the Tanks will be retained by the LCDA.

Offeror shall provide emergency services to handle any problems with the Tanks at no additional cost to the LCDA. Reasonable travel time must be allowed for the repair unit to reach the Tank site.

Offeror shall furnish relief valves, if needed, to install in the water system so the LCDA can pump direct (bypassing a Tank) and maintain water pressure while the Tanks are being serviced.

Offeror shall provide to the LCDA a written report detailing the findings of each interior and exterior inspection and each maintenance activity complete with before and after photographs of the facilities under repair. The reports shall comply with the minimum requirements defined in AWWA Manual M42, "Steel Water Storage Tanks" and AWWA D110 / ACI 350 standards for concrete tanks.

Offeror will provide an itemized, detailed listing and associated costs of any/ all repairs and maintenance items that will need to be addressed within the first year of the contract.

Offeror will also develop and submit a work plan to accomplish these items.

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INSTRUCTIONS TO OFFERORS

1. **Due Date:** Sealed proposals must be received no later than **10:00 AM Tuesday, May 30, 2017** at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 ATTN: Tonniesha Evans.
2. **Terms:** Wherever used in this Request for Proposals and any documents issued in connection herewith, the terms owner or LCDA refer to Liberty County Development Authority.
3. **Signature on Proposal:** In addition to executing all forms, affidavits, and acknowledgements for which signature and notary blocks are provided, the Offeror must correctly sign the Proposal Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal evidence of his authority to do so.
4. **Familiarity of Laws:** The Offeror is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Offeror will in no way relieve Offeror from responsibility.
5. **Qualifications of the Offeror:** The contract, if awarded, will only be awarded to a responsible Offeror who is qualified by experience to do the work specified herein. The Offeror shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the LCDA.
6. **No Offeror shall submit more than one proposal:** Offerors shall be disqualified and their proposals rejected if the LCDA has reason to believe that collusion may exist among the Offerors; the Offeror has defaulted on any previous contract; or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.
7. **Submission of Proposal:** Submit **1 (one) original and 6 (six) copies** of the proposal forms and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Offeror and accompanied by the required documents. Each Offeror is responsible for seeing that its Proposal is received by LCDA no later than the advertised time set for the submission deadline for the Proposals.
8. **Modification and Withdrawal:** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days. Once Proposals have been opened, Proposals may only be withdrawn for appreciable error, and only upon duly signed, written notice actually received by the LCDA prior to award of the Tank Maintenance Contract no 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.

9. Proposal Documents: The Request for Proposal will be available for download on **Thursday, April 20, 2017** on the LCDA's website www.lcda.com/About-Us/RFPs. However, any Offerors obtaining a proposal package from the LCDA's website must also contact the LCDA by mail at the address listed above in item #1 or by email at tonnisha.evans@lcda.com to promptly notify the LCDA of its desire to submit a proposal. Any Offeror failing to notify the LCDA as aforesaid shall not receive addendums or other notices relevant to the RFP, and may be disqualified from participation. A hardcopy may be obtained at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 on **Thursday, April 20, 2017 at 10:00 AM**.
10. Proposal Form: All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgement of all Addenda (the numbers of which must be filled in on the Proposal Form). In making its proposals, each Offeror represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Checklist.
11. Basis of Award/Right to Reject or Award: The LCDA reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it deems appropriate.
12. Contract Award: Offerors are notified that they may submit proposals for any one or both of the two tanks and that the Owner shall be entitled to evaluate and award the contract opportunity as to each such Facility. In this connection, the Owner shall be entitled (in its discretion) to treat the Proposal submitted by the Offeror as discrete and separate proposals as to each of the Facilities identified, and accept or reject each such Facility-specific proposal as the Owner determines appropriate. Offerors are further advised that Offerors who submit a Proposal as to some, but not all of the Facilities, may have their Proposal(s) rejected by Owner in the event Owner elects to award one contract as to all of the Facilities, notwithstanding the fact that said Offeror's proposal may be evaluated as more advantageous as to any one Facility.
 - a. It is anticipated that within ten (10) days of receipt of the Notice of Award, the Offeror will execute the Contract with the LCDA. A preliminary form of the Contract to be executed by the parties is made a part of this Request for Proposal; provided, however, that the final form and content of such Contract shall be as required by the LCDA.
 - b. 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, 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.
 - c. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
 - d. Owner will award the Contract in accordance with the following procedure: Offerors who fail to provide all proper executed documents by the time specified will be deemed non-responsive and will be eliminated from consideration. Offerors to whom Owner does not assign an aggregate score of at least 87 points under the "Evaluation Factors" described below, based on Owner's review of the Offerors' proposals, will be deemed not responsible and also will be eliminated from consideration. Owner will deem all remaining Offerors to be reasonably susceptible of being selected for award, and may give such Offerors an opportunity to participate in discussions, negotiations and revisions of their proposals (including the terms and conditions of the Contract), in order to obtain their best and final offers; provided that Owner reserves the option to select the successful Offeror from the submittals without

engaging in such discussions, negotiations and revisions. If only a single Offeror remains, Owner will deem and determine (in writing) its offer to be most advantageous to Owner, and, subject to its right to reject any such proposal or engage in further discussions, negotiations and revisions with said Offeror, will award the Contract to such Offeror.

- e. Owner may assign to each proposal the maximum number of points indicated for each factor, based on its review of each Offeror's proposal: Related Experience - up to 20 points; Management Capability - up to 25 points; Contract Price Provisions – up to 95 points; Operational Capability (to include, without limitation, financial resources) - up to 25 points; Adequacy and Ability of Personnel - up to 15 points; Minority Employment Provisions – up to 27 points; and Local Preference – up to 10 points. In the event of a tie between two or more remaining Offerors, and following any discussions, negotiations, or revisions as permitted under the RFP, the owner will select the proposal it determines (in writing) to be the most advantageous in its sole and absolute discretion, and, subject to its right to reject any such proposal, Owner will award the Contract to such Offeror.
 - f. 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.
 - g. If the contract is to be awarded, it shall be made to the responsible and responsive Offeror whose proposal is determined by Owner (in its sole discretion) to be the most advantageous, taking into consideration the evaluation criteria set forth herein, and, accordingly, Owner is not required or otherwise obligated to accept the proposal submitted containing the lowest contract price.
13. Contract Term: The Water Tank Maintenance and Services Agreement shall be awarded for a term of five (5) years with five (5) one-year renewal periods, at the option of LCDA.
 14. Mandatory Pre-Proposal Conference: A **mandatory** pre-proposal conference will be held at **10:00AM on Friday, May 5, 2017** at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA, 31313. Project scheduling, coordination requirements and questions will be addressed at this time. At the conclusion of the meeting, Offerors will have the opportunity to conduct on-site inspections of both tanks. No other site visits will be permitted.
 15. Interpretations: No oral interpretations will be made to Offerors as to the meaning of the Scope of Work. Requests for interpretation of the Scope of Work must be made in writing to the Authority no later than seven (7) days prior to the date set for receipt of proposals, and failure on the part of the successful Offeror to do so shall not relieve said Offeror of its obligation to execute such work in accordance with a later interpretation by the LCDA. All interpretations made to Offerors will be issued in the form of addenda to the Scope of Work and will be sent to all Offerors. Such addenda are to be covered in proposal, and in closing the Contract they will become a part thereof.
 16. Examination of Proposal Documents, Other Data, and Site:
 - 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 visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area; availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.

- iii. 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 Work;
- iv. to study and carefully correlate Offeror's knowledge and observations with the Proposal Documents and such other related data;
- v. 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;
- vi. 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 Work at the price proposed and within the times and in accordance with the other terms and conditions of the Proposal Documents;
- vii. to become aware of the general nature of the work to be performed by Offeror and others at the Site that relates to the Work as indicated in the Proposal Documents;
- viii. to determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

b. The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement of this Section 16, that without exception, the Proposal is premised upon performing and furnishing the Work 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 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.

17. Insurance: All Offerors shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage including the required minimum coverages listed below (A). In the event that Offeror is notified of award, it shall provide proof of Insurance Coverage in accordance with Items (A) & (B) below within fourteen (14) calendar days after notification or within such approved extended period as the Owner may grant. Failure to provide proper proof of insurance coverage shall constitute a default. The following minimum limits must be maintained during the duration of the Contract without exception and failure to do so shall constitute a default.

a. Minimum limits

- i. Commercial General Liability: \$1,000,000 per occurrence
- ii. Automobile Liability: \$1,000,000 per occurrence
- iii. Workers Compensation: Statutory

b. Please include the following on the certificate of insurance

- i. Reference the LCDA and contract number on the certificate.
- ii. All coverage must be written with an insurance carrier that has an A.M. Best's Key Rating of at least A and a financial rating of VII.
- iii. State additional insured on certificate and mark box with a "Y" for certificate holder as additional insured. Additional insured: the LCDA must be individually listed as additional insured with respect to all coverage, except workers compensation and employers liability.
- iv. General liability must include contractual liability.
- v. A 30 days notice of cancellation is required.
- vi. All auto policies need to cover "any Auto" or "Hired, Non-Owned and scheduled."

vii. An authorized agent must sign the certificate. Certificate Holder MUST Read:

Liberty County Industrial Authority
425 W. Oglethorpe Hwy., Hinesville, GA 31313

18. Indemnification: The successful Offeror shall fully indemnify and hold harmless the LCDA from and against all claims, damages, costs and losses arising, in whole or in part, from the Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.
19. All proposals shall include 1 (one) original and 6 (six) copies of the following documents:
- a. Basic Organization Information – Form A
 - b. Affidavit of Non-Collusion – Form B
 - c. Proposal Form – Form C
 - d. Schedule of Prices – Form D
 - e. Additional Evaluation Factors – Form E
 - f. Nondiscrimination Statement – Form-1
 - g. Proposed Schedule of M/WBE Participation – Form F-2
 - h. Minority and Women Business Enterprise Good Faith Effort – Form F-3 (If Required)
 - i. Local Preference – Form G
 - j. Contractor Reporting Requirements –Form H
 - k. Certificate of Insurance
20. Proposals Binding On Offeror. Offerors will be required to honor their proposals for a minimum of sixty (60) days following opening of such proposals; provided that any Offeror that is determined by the Owner to be unlikely of being selected for award of the contract opportunity shall be released from its proposal as soon as practicable.
21. Public Records. 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 Offeror does hereby release and forever discharge Owner, and its members, officers, employees, representatives, and agents from any damage, losses, suit, costs, or other liabilities of whatever kind arising from such disclosure (whether or not permitted by applicable law). 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.

22. Not Binding on Owner. This Request for Proposal 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 Owner, and does not obligate the Owner to procure or contract for any services. Owner will in no event be legally obligated or otherwise bound for any purpose unless and until all proposal documents (including, without limitation, the contract described herein) required by Owner are negotiated and fully approved and expressly accepted by the Owner in a duly called public meeting, as evidenced by Owner's signature and delivery of on the contract provided for herein.
23. Proposal subject to Georgia Security and Immigration Compliance Act. This Request for Proposal is subject to the provisions of the Georgia Security and Immigration Compliance Act, and Offerors shall submit whatever affidavits, documents, and other evidence of compliance as may be requested by Owner from time to time in connection with its proposal and any contract entered into pursuant to this Request for Proposal. Without limiting the foregoing, Offerors are advised they will be required to submit proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Additionally, it is not the intent of this paragraph to provide detailed information or legal advice concerning the Georgia Security and Immigration Compliance Act, and all Offerors shall be solely responsible for independently familiarizing themselves with, and strictly observing, the requirements of said Georgia Security and Immigration Compliance Act.
24. Costs Incurred by Offeror. All costs, fees (including legal and engineering fees), charges, and expenses incurred by Offeror in connection with its proposal and participation in the RFP process, of whatever amount and nature, direct or indirect, shall be borne exclusively and completely by Offeror, and Owner shall have absolutely no liability or obligation of any kind for the same. In no event will any claim whatsoever be made against Owner, or its employees, agents, or consultants, for reimbursement of any costs, fees, charges, and expenses incurred during the preparation of any proposal or participation in the RFP process. **All proposals upon receipt by Owner shall become the property of Owner, without payment or reimbursement of any kind.**
25. Proposal not Subject to State Public Works Construction Law. This Request for Proposal is not subject to the provisions of the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq. (the "Act"). Accordingly, Owner shall evaluate the proposals and select the Successful Offeror in whatever manner it determines most appropriate and to its best advantage; it being noted that said evaluation and selection is anticipated to be accomplished as set forth in this Request for Proposals. Notwithstanding any provision of this RFP to the contrary, however, Owner shall be free to depart from the provisions of this RFP should it determine the same appropriate (in its sole and absolute discretion). Any such departure shall not entitle any Offeror to reimbursement of any costs, fees, charges or expenses incurred in connection with its Proposal or this RFP or otherwise subject Owner or its employees, agents or consultants to liability for any losses, damages, or other liabilities suffered by Offeror as a result of any such departure.

SAMPLE SERVICE AGREEMENT
(To be completed upon award of contract)

COUNTY OF LIBERTY

STATE OF GEORGIA

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (The “**Agreement**”) is made and entered into as of the _____ day of _____, 20____, by and between **LIBERTY COUNTY INDUSTRIAL AUTHORITY**, a public body having offices at 425 W. Oglethorpe Hwy., Hinesville, Liberty County, Georgia (hereinafter referred to as the “**Authority**”), and _____, having _____ a _____ mailing _____ address _____ of _____ (hereinafter referred to as the “**Service Provider**”).

WITNESSETH:

WHEREAS, the Authority requires the services of a qualified contractor to perform the services described on the attached **Exhibit “A”** (the “**Services**”); and

WHEREAS, the Service Provider desires to offer such services, and the Authority is willing to accept the same, on the terms and conditions set forth hereinbelow; and

WHEREAS, this Agreement awarded through a Request for Proposals opened on _____ (the “**RFP**”)

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Authority and the Service Provider mutually agree and bind themselves as follows:

1. Replacing Prior Agreements. Any and all agreements, understandings, or contracts that may presently exist between the Authority and the Service Provider regarding the subject matter hereof, whether written or oral, are hereby mutually rescinded, canceled, and annulled.

2. Services Provided. During the term of this Agreement, the Service Provider agrees to perform the Services described on the attached **Exhibit “A”**, and will at all times during the term hereof faithfully, industriously, and to the best of the Service Provider’s ability, provide the Services described therein to the entire satisfaction of the Authority. Service Provider shall also fully and satisfactorily comply with and observe any and all additional requirements on the part of Service Provider to be performed or observed under the terms of the RFP.

3. Term of Agreement; Termination.

(a) Term. Unless sooner terminated as set forth herein, the Service Provider shall provide the Services specified in this Agreement for a period of 60 months, commencing as of the date hereof and terminating at midnight on _____, 20__.

(b) Termination Generally. Notwithstanding any other provision of this Agreement to the contrary, the Authority may terminate this Agreement at any time during its term, for any or no reason, with or without cause, upon ten (30) days' written notice to the Service Provider of its intent to so terminate.

(c) Termination for Reasonable Cause. In addition to, and not by limitation of, the rights of the Authority specified in subparagraph (b) hereinabove, this Agreement may also be terminated by the Authority at any time without prior notice upon a determination by the governing authority of said Authority that "reasonable cause" exists for such termination. "Reasonable Cause" shall include, but not be limited to:

(i) Any act or omission which reasonably constitutes dishonesty, fraud, deceit, negligence, willful misconduct or recklessness; or

(ii) Inattention to, neglect of, or any other failure to competently perform the Services described hereunder in the manner and to the extent required by the Authority.

Upon the termination of this Agreement, neither party shall thereafter have any further rights, duties or obligations under this Agreement, but each party shall remain liable and responsible to the other for all obligations and duties hereunder accruing prior to said termination and for all acts and omissions of such party prior to such termination.

4. Compensation. In consideration of the satisfactory performance of the Service Provider's obligations in full under this Agreement, the Authority agrees to pay the Service Provider the weekly/monthly amount of \$ _____ .00; provided that the Authority shall be authorized to deduct, off set and otherwise withhold any amounts due hereunder for unsatisfactory performance of the Services or for amounts otherwise owing or which become due to the Authority. To the extent requested by the Authority, each Request for Payment submitted by the Service Provider hereunder shall be accompanied by evidence in form and content satisfactory to the Authority (including, but not limited to, certificates and affidavits of the Service Provider, or such other persons as the Authority may require) showing, without limitation, the following:

(a) the Services provided to date by the Service Provider;

(b) that the representations made by the Service Provider pursuant to Paragraph 5 hereof are truthful and otherwise correct as of the date of said Request for Payment; and

(c) that the Service Provider has complied with all of his obligations required to be performed or observed under this Agreement.

Notwithstanding the foregoing, however, at no time and in no event shall the Authority be obligated to pay the Service Provider if, in the sole judgment of the Authority, the Service Provider has not satisfactorily performed the Services in accordance with this Agreement.

Unless otherwise agreed in advance (and in writing) by the Authority, the Authority shall in no event be responsible for any costs, expenses, or other charges incurred by the Service Provider in the performance of this Agreement, and the Service Provider shall bear sole responsibility and liability for the payment of any and all such costs, expenses, or other charges without contribution or reimbursement of any kind from the Authority.

5. Representations of Service Provider. In order to induce the Authority to enter into this Agreement and provide the funds described herein, the Service Provider represents and warrants to the Authority as follows:

(a) Permits. To the extent required by applicable law, the Service Provider possesses, or will possess prior to undertaking the Services described herein, all necessary permits, authorizations, licenses, and other certifications and approvals which may be necessary to satisfactorily discharge the Services to be provided hereunder.

(b) Authority. This Agreement constitutes the valid obligations of the Service Provider, legally binding upon him and enforceable in accordance with its terms. No further consent or approval of any other party is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement.

(c) No Material Litigation. There is no action, suit or proceeding pending or threatened against or affecting the Service Provider before any court, arbitral body, governmental department, commission, board or other federal, state, authority, or municipal instrumentality, agency or authority which might, in any one case or in the aggregate, materially or adversely affect the ability of the Service Provider to fully and satisfactorily discharge his obligations under this Agreement.

(d) Information. All representations, warranties and other information heretofore or hereafter furnished by the Service Provider to the Authority is or will be true and correct as of the date such information was furnished.

(e) Signatories. The individual or individuals signing this Agreement on behalf of Service Provider has or have the right, legal power and actual authority to bind Provider to the terms and conditions of this Agreement.

6. Compliance with Laws; Taxes. In the performance of this Agreement, the Service Provider agrees that the Services shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether state, federal or local, having jurisdiction over the Service Provider or the Services. The Service Provider assumes full responsibility for the payment of all contributions, payroll taxes, or assessments as to any employees engaged in the performance of the Services hereunder, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any state or federal laws on this subject. The Service Provider assumes and agrees to pay any and all gross receipts, compensation, use, transactions, sales or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the Services to be performed or on the compensation to be paid under this Agreement.

7. Relationship of Parties; No Benefits. The parties intend that the Service Provider will perform his services as an independent contractor only, and nothing herein shall be construed to be inconsistent with such status. The Service Provider is not to be considered an agent or employee of the

Authority for any purpose, and will have no authority to bind the Authority or otherwise incur liability on behalf of the Authority except with the express prior written approval thereof. Furthermore, notwithstanding anything in this Agreement to the contrary, the Authority shall have no obligation to provide, and the Service Provider shall not be entitled to receive, any benefits that the Authority may provide for the Authority's employees, including, but not limited to, pension and annuity benefits, medical insurance, and sick, holiday and vacation pay.

8. No Liability of Authority; Indemnity; Release.

(a) No Liability of Authority. The Service Provider will be entirely and solely responsible and liable for all acts and omissions of the Service Provider and his agents, employees, associates, and contractors while engaged in the performance of the Services contracted for hereunder, and the Authority shall in no event be liable for any injury or damage to person or property resulting from any such Services. Moreover, the Service Provider hereby fully assumes all risk and liability for damage or destruction to property and injury or death to person arising from his (or his agents', employees', associates' or contractors') entry upon the facility and other property of the Authority; it being acknowledged that (i) the Authority makes no representations or warranties about the condition or safety of such facility and other property, and specifically disclaims the same; and (ii) such persons enter the offices and other property of the Authority at their sole risk.

(b) Indemnification. The provisions of this Agreement notwithstanding, and in addition to any other indemnities in favor of the Authority specifically provided for herein, the Service Provider agrees to fully protect, defend, indemnify and save the Authority and its officials, representatives, agents, and employees harmless against and from any and all liabilities, claims, suits, proceedings, damages, demands, penalties, judgments, costs and expenses (including but not limited to litigation expenses and reasonable attorneys' fees) of every kind and nature, whether known or unknown, relating to or arising from, either directly or indirectly: (i) any Services performed under this Agreement by the Service Provider or his agents, employees, representatives, associates, or contractors; (ii) any act, negligence or omission of the Service Provider or his agents, employees, representatives, associates, or contractors; (iii) any breach, violation or nonperformance of this Agreement by the Service Provider, or any applicable local, state or federal statute, ordinance, law or regulation; (iv) entry by the Service Provider or his agents, employees, representatives, associates, or contractors upon the Authority's offices and other property; or (v) any damage or destruction of any property or injury or death to any person happening in the performance of this Agreement or by virtue of the Services provided hereunder. In case any action or proceeding is brought against the Authority by reason of any such claims, the Service Provider (upon notice from the Authority) covenants to resist or defend such action or proceeding by and through counsel reasonably satisfactory to the Authority; provided that if a court of competent jurisdiction determines that any of the provisions of this paragraph violate O.C.G.A. Section 13-8-2 and are applicable to this Agreement, the indemnity contained in this Agreement shall not extend to any indemnification which is prohibited by O.C.G.A. Section 13-8-2, but the remainder of this indemnification shall be unaffected.

(c) Release. The Service Provider, on behalf of himself and his heirs, executors, administrators, representatives, successors, and assigns (collectively, the "**Releasing Parties**") hereby releases, acquits, and forever discharges the Authority and its employees, officials, officers, agents, representatives, successors and assigns (collectively, the "**Released Parties**"), from any and all claims, claims for relief, actions, causes of actions (whether ex contractu or ex delicto), suits,

debts, liens, contracts, obligations, agreements, promises, representations, liabilities, demands, losses, damages, costs, penalties, and expenses (including, but not limited to, litigation expenses and reasonable attorneys' fees), of every kind or nature, whether known or unknown, joint or severed, fixed or contingent, relating to or arising out of, directly or indirectly those matters which the Service Provider has indemnified the Authority pursuant to subparagraph (b) above. Additionally, the Releasing Parties, and each of them, do hereby further covenant not to sue or otherwise seek recourse against the Released Parties, or any of them, on any such claim, demand, action, cause of action, suit, liability, indebtedness, duty, obligation or responsibility hereinabove released.

(d) **Insurance.** The Service Provider shall furnish to the Authority sufficient evidence of the existence of the following insurance coverages as required by the Authority or by the RFP in connection with this Agreement and the Services provided hereunder:

- | | |
|----------------------------------|----------------------------|
| i. Commercial General Liability: | \$1,000,000 per occurrence |
| ii. Automobile Liability: | \$1,000,000 per occurrence |
| iii. Workers Compensation: | Statutory |

The provisions of this Paragraph 8 shall indefinitely survive the expiration or earlier termination of this Agreement.

9. Non-Transferability. This is a personal agreement between the parties hereto, and the Service Provider's rights and/or obligations under this Agreement may not be sold, transferred, assigned, pledged, or hypothecated in any manner without the prior written approval of the Authority.

10. Severability of Provisions. If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

11. Modification. Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

12. Waiver. No failure by the Authority to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered or modified, and the Authority may not waive any of its rights, except by a written instrument executed by the Authority. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other than existing or subsequent breach or default thereof.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. The Service Provider further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by the Service Provider, and the Service Provider acknowledges

that he has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.

14. Neutral Construction. The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision.

15. Governing Law; Venue. THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF GEORGIA AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAW OF THE STATE OF GEORGIA. THE SERVICE PROVIDER AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, AND THE SERVICE PROVIDER AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL AND EXCLUSIVE JURISDICTION AND VENUE OF THE SAID COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

17. Attorney's Fees. In the event Service Provider should default under any of the provisions of this Agreement and the Authority should employ attorneys, accountants, or other experts or incur other expenses for the collection of amounts due it hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Service Provider herein contained for its benefit, the Service Provider agrees that he shall on demand therefor pay to the Authority the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Authority. Any attorney's fees required to be paid by the Service Provider under this Agreement shall include attorney's and paralegal's fees through all proceedings and other efforts, including, but not limited to, demands, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys.

18. Survival of Representations. All terms, conditions, covenants, representations, and warranties contained in this Agreement in favor of the Authority or any certificate or other writing delivered pursuant hereto or in connection herewith shall survive indefinitely (or for any lesser period stated herein) any investigation made by the Authority and the expiration of this Agreement.

19. Additional Terms Applicable to All Services. The following additional terms and provisions shall apply to all the services provided to the Service Provider under the agreement.

- b. **Waivers of Liens, etc.** The Service Provider shall pay promptly all bills, invoices and other charges for material, labor, machinery, equipment or any other services performed or used in connection with or arising out of the Services performed hereunder, and the Service Provider shall indemnify and hold Authority harmless from and against all losses, liabilities, suits, liens, judgments and other costs suffered or incurred in connection with the nonperformance of this Paragraph 19. Should any liens or claims of lien be filed of record against any property of the Authority or third party, or should the Authority receive notice of any unpaid bill or charge in connection with the Service performed hereunder, the Service

Provider shall immediately discharge the same either by satisfaction of said amounts claimed or the posting of bond as required by law. Upon the timely, written request by the authority, Service Provider shall obtain payment certificates from suppliers and subcontractors (in form and substance acceptable to the Authority), under which the suppliers and subcontractors waive the right to any liens to which they would otherwise be entitled. The Authority reserves the right, upon reasonable grounds, to pay any subcontractors or suppliers directly and deduct such sum from any payment due to the Service Provider.

- c. **Warranty of Service Provider.** The Service Provider shall fully guarantee and warrant, and does hereby fully guarantee and warrant, for a period of twelve (12) months following Completion of the Service (the "**Warranty Period**") that the Service shall be free from defect in material and workmanship, whether latent or patent, and constructed in accordance with the Agreement, and that unless otherwise specified, all materials and other components forming a part of the Service will be new. The Service Provider shall remedy, free of charge to the Authority, any part of the Service, which may be defective in materials and/or workmanship (or which do not conform to the Agreement). This warranty shall not apply to items requiring replacement because of normal wear and tear or due to the negligence of the Authority or the Authority guests, licensees, or invitees. Notwithstanding the foregoing, however, the liability of the Service Provider for any defect made known to the Service Provider by the Authority prior to, but not fully corrected by, expiration of the Warranty Period shall extend until such defect is fully corrected. This warranty is given in addition to all other guarantees and warranties of whatever kind, express or implied, of merchantability and fitness for a particular purpose, or otherwise arising by operation of law.
- d. **Alternative Dispute Resolution Not Mandated.** The parties acknowledge that the Authority shall not be bound by the provisions of O.C.G.A. § 8-2-35 et. seq., and may initiate and prosecute any action or proceeding authorized by law or in equity against Service Provider without complying with the pre-litigation notice provisions, procedures, and other requirements of said Code Sections. Notwithstanding the foregoing, to the extent the Authority voluntarily elects to comply with said notice provisions, procedures, and requirements, the Service Provider shall likewise be obligated to fully and strictly comply with and observe the same.
- e. **Safety.** The Service Provider shall be responsible for initiating and maintaining all safety precautions and programs in connection with the performance of this Agreement, and shall cause reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (i) employees, subcontractors, and other Persons who may be affected thereby; and (ii) any property of the Authority involved with the Service.
- f. **Hazardous Materials; Mitigation of Environmental Damages.** The Service Provider shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the lands of Owner or Third Party, except to the extent the same is in compliance with all applicable Laws. As used in this Agreement, "**Hazardous Material**" means, without limitation, asbestos, radon, gasoline, urea formaldehyde, petroleum products, volatile organic compounds, explosives, radioactive materials, poly-chlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material defined as such or any similar term, by, in or for the purposes of any applicable Law, including, without limitation, any substance now or hereafter defined as or included in the definition of

"hazardous waste," "hazardous substance," "hazardous material," "toxic substance," "pollutant," or "contaminant" under any applicable Law.

- g. **Non-Discrimination; Equal Opportunity.** It is the policy of the Authority that minority and women owned business enterprises (MWBE) be given fair opportunity to participate in the performance of services for the Authority, and that the Service Provider will utilize minority and women owned subcontractors, consultants, and suppliers set forth in the RFP and the Service Providers proposal accepted by the Authority pursuant hereto further represents to the Authority and covenants as follows: (i) 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 subcontract or consultant opportunities in the performance of the Services and that the Service Provider shall provide equal opportunity to all business persons seeking to contract or consult with the Service Provider in connection with the Services, including MWBEs.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year shown above, and same shall be considered binding upon both parties.

**LIBERTY COUNTY INDUSTRIAL
AUTHORITY**

(OFFICIAL SEAL)

By: _____
Allen Brown, Chairman

Attest: _____
Brian L. Smith, Secretary

Signed, sealed and delivered in
the presence of as to Authority:

Witness

Notary Public
My Commission Expires: _____
(NOTARY SEAL)

[Signature of Service Provider Appears on Following Page]

SERVICE PROVIDER (if natural person):

_____ (SEAL)
Name: _____

(If not natural person):

Name of Service Provider

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Signed, sealed and delivered in
the presence of as to Service Provider:

Witness

Notary Public
My Commission Expires: _____
(NOTARY SEAL)

Exhibit “A”

Service Agreement

THIS EXHIBIT “A” is made part of that certain Service Agreement to which this Exhibit “A” is attached and provides for all purposes a description of the Service to be performed by the Service Provider, to wit:

[See Attachment]

EXHIBIT “B”
COMPENSATION

This Exhibit sets forth the compensation to be paid to the Service Provider by the Authority for the satisfactory completion of the Services to be provided by the Service Provider to the Authority under the Agreement.

Liberty County Development Authority

BASIC ORGANIZATION INFORMATION

FORM A

DATE SUBMITTED _____, 2017

1. Offeror _____
[Company Name]

- An Individual A Partnership
 A Limited Liability Company A Corporation
 A Limited Liability Partnership A Subsidiary Corporation

2. Offeror Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

3. Parent Company Name (if applicable) _____

4. Parent Company Address (if different):

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the Offeror's office that would perform the LCDA work.

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

Contact Name _____ Title _____

6. If the Offeror is a corporation, is it incorporated in the State of Georgia?

yes () (Proceed to Question 6.1) no () (Proceed to Question 6.2)

6.1 If yes, provide the following:

Is the Company in good standing with the Georgia Secretary of State
Division of Corporations? yes () no ()

If no, please explain

Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

The State in which Offeror is incorporated? _____

Is the Company in good standing with that State? yes () no ()

If no, please explain

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Georgia? yes () no ()

7. If the Offeror is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Georgia?

yes () (Proceed to Question 7.1) no () (Proceed to Question 7.2)

7.1 If yes, is the Offeror registered with the Georgia Department of State, Division of Corporations? yes () no ()

If no, please explain

Is the Offeror in good standing with the State of Georgia? yes () no ()

If no, please explain

Date Offeror was organized: _____

7.2 If no, provide the following:

The State in which Offeror is organized: _____

Is the Offeror in good standing with that State? yes () no ()

If no, please explain _____

Date Offeror was organized: _____

Is the Offeror registered as a foreign partnership or limited company with the State of Georgia? yes () no ()

If no, please explain _____

8. Does Offeror hold any registrations or licenses with the State of Georgia applicable to the contract?

yes () no ()

8.1 If yes, provide the following information and attach one (1) photocopy of each listed license or registration (attach additional sheets if necessary):

Type of registration _____

License No. _____ Expiration Date _____

Qualified individual _____ Title _____

List company(s) currently qualified under this license _____

8.2 If no, provide information regarding any licenses that have been applied for. (Attach additional sheets if necessary):

Type of registration _____

License No. _____ Expiration Date _____

Qualified individual _____ Title _____

List company(s) currently qualified under this license _____

8.3 Does the Offeror hold any registrations or licenses with the local County applicable to the contract? yes () no ()

If yes, please list and provide a photocopy of each listed license or

registration: _____

8.4 List any and all licensure disciplining actions the Offeror or its employees

has been a party to in the last five (5) years: _____

9. List the Offeror's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year

(2014) _____

(2015) _____

(2016) _____

10. What are the Offeror's current insurance limits? (Provide a copy of applicant's Certificate of Insurance)

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

11. Has the Offeror been cited by OSHA for any job site or company office/shop safety violations in the past two years? **yes** () **no** ()

If yes, please describe each violation, fine, and resolution _____

11.1 What is the Offeror's current worker compensation rating? _____

11.2 Has the Offeror experienced any worker injuries resulting in a worker missing more than ten (10) working days as a result of the injury in the past two years? **yes** () **no** ()

If yes, please describe each incident _____

12. List any and all lawsuits that the Offeror is or has been a party to in the last five (5) years: _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the LCDA or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Name of Offeror

By: _____

This _____ day of _____, 2017

By: _____

(Apply Corporate Seal, if filing as a corporation)

State of _____

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____
_____, of _____ who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgement

Liberty County Development Authority

AFFIDAVIT OF NON-COLLUSION

FORM B

STATE OF _____
COUNTY OF _____

I _____, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a _____ in the firm of _____, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this _____ day of _____, 2017.

Signature by authorized representative of Offeror

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgement

Liberty County Development Authority

PROPOSAL FORM

FORM C

- 1. The undersigned OFFEROR proposes and agrees, if this Proposal is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Proposal Price and within the Proposal Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
- 2. OFFEROR accepts all of the terms and conditions of the Advertisement or Notice of Proposal and Instructions to Offerors. This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening, or for such longer period of time that OFFEROR may agree to in writing upon request of OWNER.
- 3. In submitting this Proposal, OFFEROR represents, as more fully set forth in the Agreement, that:
 - (a) OFFEROR has examined and carefully studied the Scope of Work for the properties and contractual documents relative thereto, and has read all documents furnished prior to the opening of Proposals; and OFFEROR has satisfied himself relative to the work to be performed.
 - (b) OFFEROR further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

- (c) OFFEROR has visited the sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (d) OFFEROR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (e) OFFEROR has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that OFFEROR has discovered in the Proposal Documents and the written resolution thereof by Owner is acceptable to OFFEROR. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
 - (f) This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; OFFEROR has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; OFFEROR has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and OFFEROR has not sought by collusion to obtain for itself any advantage over any other Offeror or over OWNER.
- 4. OFFEROR will complete the Work in accordance with the Contract Documents for those prices shown on the attached Addendum entitled Schedule of Prices (which must be prepared by Offeror and returned with this Proposal Form).
- 5. The following documents are attached to and made a condition of this Proposal:

- (a) Certificate of Insurance for General Liability and Workers Compensation
- (b) The other forms made a part of the RFP, including Form A (Basic Organization Information), Form B (Affidavit of Non-Collusion), Form D (Schedule of Prices), Form E (Additional Evaluation Factors), Form F-1 (Non-Discrimination Statement), Form F-2 (Proposed Schedule of M/WBE Participation), Form F-3 (Minority and Women Business Enterprise Good Faith Effort), Form G (Local Preference) and all data, materials and information supporting the same.
- (c) All other forms, documents, materials, and other information required to be made a part of this Proposal Form, as indicated herein or in the Instructions to Offerors.

6. The undersigned further agrees that in case of failure on his part to execute said contract within ten (10) consecutive calendar days after written notice being given of the award of the contract, the Owner will consider default and will award contract to the next Offeror.

7. Communications concerning this Proposal shall be addressed to

Ms. Tonniesha Evans
 Liberty County Development Authority
 425 W. Oglethorpe Hwy.
 Hinesville, Georgia 31313
 Telephone: (912) 368-3356
 Email: tonniesha.evans@lcda.com

8. Contact information for representative responsible for responding to questions during evaluation period:

Name: _____ Title: _____

Telephone/mobile: _____ Email: _____

SUBMITTED on _____, 2017.

OFFEROR'S NAME

BY: _____
 NAME: _____
 TITLE: _____

ADDRESS:

Ga. Contractor License No. _____
 Ga. Utility Contractor License No. _____

Telephone: _____
 Facsimile: _____
 Email: _____

Liberty County Development Authority

SCHEDULE OF PRICES

FORM D

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Prices should include all labor, material cost, sub-contracted expense, overhead, and tax.

A. Cost Proposal

RFP NO.: _____

RFP TITLE: Tank Maintenance Services

PROPOSAL FORM

PART I: Proposal Summary

1.	Annual Water Tank Maintenance	
a.	Midway Elevated Tank	\$
b.	Tradeport East Ground Tank	\$
2.	Initial Tank Repairs/Upgrades	
a.	Initial Repair Activities – Midway Elevated Tank	\$
b.	Initial Repair Activities – Tradeport East Ground Tank	\$
3.	OTHER--Explain	\$
4.	GRAND TOTAL	\$

D1. Provide a Schedule of Billable Rates.

Liberty County Development Authority

PROPOSAL FORM (Addendum)
Additional Evaluation Factors

Form E

All Offerors are required to provide written statements in response to each of the following areas of inquiry. Offerors are encouraged to provide as much information as will allow Owner to make an informed decision in evaluating each such evaluation factor. Points will be awarded to each response provided as indicated in the Instructions to Offerors. Responses are not limited to the space furnished, but may be supplemented by additional response pages, information and materials. Any and all such additional pages, information and materials should be attached to and otherwise made a part of this form.

A. RELATED EXPERIENCE (up to 20 points) (please identify previous projects comparable in scope, nature, and complexity, as well as whether such projects were timely and successfully completed, including reference contact information; also identify projects undertaken for governmental agencies within the last three (3) years):

B. MANAGEMENT CAPABILITY (up to 25 points) (please describe management efforts proposed to be undertaken so as to ensure efficient, cost-effective, safety and timeliness, to include, without limitation, analysis of personnel/trade/contractor/material availability in the market, quality control process, method of supervision, and warranty; please describe, without limitation, your present workload and what resources are to be made available or additional efforts undertaken to ensure such timely delivery, to include, without limitation, measures which may minimize dispute or aid in dispute resolution):

D. ADEQUACY AND ABILITY OF PERSONNEL (up to 15 points) (please describe your current key personnel (and in particular those key personnel assigned to perform the services being proposed) and any and all appropriate data regarding the same (e.g., certifications, experience, etc.) and well as any organizational qualifications which may be relevant.):

E. MINORITY EMPLOYMENT PROVISIONS (up to 27 points) (please provide evidence regarding minority and female business participation goals; **NOTE: Form F regarding Minority Employment Provisions and all certifications and forms made a part of said document must be completed and submitted as a part of the sealed proposal**).

F. LOCAL PREFERENCE (up to 10 points) (for qualifications and evaluation criteria see Form G) Documentation must be submitted.

NOTE: The spaces provided above are not intended to limit the Offeror's response, and attachments for the purpose of providing a more detailed response are welcomed.

AUTHORIZATION TO INVESTIGATE: Offeror consents to and authorizes the full investigation of the information given herein or in such other forms completed in connection with this proposal and consents to representatives of LCDA contacting the named references, named financial institutions, and such other persons as may be needed to confirm such information, and waives any right Offeror 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 LCDA in its sole discretion), shall be a reason for rejection of the proposal.

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

Date: _____

Offeror: _____

Signature: _____

If other than individual:

Entity Name

By: _____

Print Name: _____

Title: _____

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Liberty County Development Authority

MINORITY EMPLOYMENT PROVISIONS

FORM F

The Liberty County Industrial Authority (LCDA) actively encourages minority and women employment and participation in all contracts. Attention of the Offerors is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontracts, and opportunities for project area residents.

It is the policy of the Liberty County Industrial Authority that minority/women owned business enterprises ("M/WBE") be given fair opportunity to participate in the performance of services for the Authority, and that prime contractors utilize minority and women owned subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract.

If no subcontractors will be used for this contract please provide a schedule of Offeror's workforce demonstrating compliance with M/WBE requirements set forth.

The Liberty County Development Authority has established a 13% M/WBE goal for this project. The breakdown is as follows: 10% MBE, 3% Women Participation.

In order to determine compliance, Offerors shall submit the following completed documents with their proposal:

1. Non-discrimination statement (FORM F-1)
2. Proposed schedule of minority/woman business enterprise participation (FORM F-2) **and/or**;
3. Documentation of Good Faith Efforts (FORM F-3) - The Good Faith Effort Documentation must be submitted when the Offeror **does not achieve** the target goal.

Failure to submit the required documents may result in the proposal not being read or considered, or the loss of points assigned to the evaluation factor, minority participation, as is determined appropriate by the LCDA in its sole discretion.

Good Faith Efforts must include the following:

1. Providing all documentation required by Form F-3.
2. Providing evidence that M/WBEs are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of M/WBEs.
4. Establishing schedules, where the requirements of the work allows, which encourage participation of M/WBEs.
5. Requiring each subcontractor to take the affirmative steps outlined in Form F-3.
6. Advertising in general circulation media, or trade association publications, or minority and women business enterprise media to solicit proposals from M/WBE subcontractors or suppliers.
7. Designating portions of the work for M/WBE subcontracting in trades with established availability of M/WBE subcontractors.
8. Providing a minimum of five (5) days notice to M/WBEs when requesting proposals for furnishing material or services as a subcontractor or supplier.

The Offeror is required to fulfill any M/WBE utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. **Written approval is required for substitution.**

The Offeror will maintain records and information necessary to document compliance with Good Faith Effort requirements, and the Authority shall have the right to inspect such records during the contract term.

No Offeror shall enter into an agreement with any M/WBE that would in any way limit the M/WBE's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the Offeror non-responsive to this proposal solicitation.

The following resources are available to aid Offerors in complying with this section:

1. The Georgia Department of Transportation (GDOT) has established a directory of qualified M/WBEs to assist contractors in engaging M/WBE subcontractors. Information is available online at <http://www.dot.ga.gov/PS/Business/Contractors>
2. The State of Georgia also maintains an M/WBE directory on the Department of Administrative Services, which is located at http://ssl.doas.state.ga.us/PRSapp/Ven_search_criteria.jsp.
3. The City of Savannah also maintains a M/WBE program. Information can be found at www.savannahga.gov.
4. Additional information can be obtained by contacting:
Strategic Biz Solutions Unlimited LLC
Phone: 912-368-3475
425 W. Oglethorpe Hwy.
Hinesville, GA 31313.

Liberty County Development Authority

NONDISCRIMINATION STATEMENT

FORM F-1

The Offeror 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 Liberty County Industrial Authority or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of the Offeror to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with the Offeror, including those companies owned by and controlled by racial minorities and women;
- (3) The Offeror has been made aware of, understands and agrees to take affirmative action to provide those companies owned and controlled by racial minorities and women with the maximum practicable opportunities to do business with the Offeror;
- (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 the Offeror may hereafter obtain; and
- (6) That the failure of the Offeror to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Liberty County Industrial Authority 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: _____

Name: _____

Title: _____

Company: _____

Liberty County Development Authority

**PROPOSED SCHEDULE OF M/WBE PARTICIPATION
FORM F-2**

Name of Offeror: _____

Proposal No. _____

Total Proposal Amount \$ _____

Name of M/WBE Participant	Address	Type of Work Sub-Contracted	Subcontract Value	MBE/WBE Status

A separate listing of M/WBE Participants may be provided if space will not allow for full identification.

Goals: MBE 10% WBE 3% Total M/WBE 13%

MBE Participation Value: _____ % \$ _____

Women Participation Value: _____ % \$ _____

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Offerors identified herein for work listed in this schedule conditioned upon the execution of a contract with the Liberty County Industrial Authority.

Joint Venture Disclosure

If the prime Offeror 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: _____

Liberty County Development Authority

MINORITY AND WOMEN BUSINESS ENTERPRISE GOOD FAITH EFFORT

FORM F-3

Name of Offeror: _____
Proposal No. _____

If you have failed to secure M/WBE participation or if your M/WBE participation is less than the Authority's project goal, you MUST complete this form.

If the Offeror's method of compliance with the M/WBE goal is based upon demonstration of a "good faith effort," the Offeror will have the burden of correctly and accurately preparing and submitting the documentation required by the Authority. Compliance with each item, 1 through 4 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the Offeror.

This form will be made a part of the sealed proposal and submitted in its entirety with supporting documentation. Failure to submit the required documents may result in the proposal not being read or considered, or the loss of points assigned to the evaluation factor, minority participation, as is determined appropriate by the LCDA in its sole discretion.

- 1) Please list each and every subcontracting and/or supplier opportunity (DO NOT LIST NAMES OF FIRMS) which will be used in completion of this project, regardless of whether it is to be provided by a M/WBE or non M/WBE.

(Use additional sheets, if necessary)

List of:
Subcontracting Opportunities

List of:
Supplier Opportunities

- 2) Did you obtain a current list of M/WBE firms?

____ Yes
____ No

Date of Listing ____/____/
Source _____

- 3) Please indicate subcontract or supplier list categories for which potential M/WBE Offeror's lists were provided? Provide detail of how these M/WBE's were solicited.

- 4) **Please attach the following:**
- (1) Evidence of solicitation to prospective MBE or WBE firms, such as advertisements, phone logs and copies of solicitation letters, and emails.
 - (2) List by trade of certified MBE and WBE subcontractors solicited but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, **including dollar amount of MBE quote and selected subcontractor quote.**
 - (3) List of any job-specific criteria that disqualified a certified MBE or WBE firm that submitted a low proposal for a subcontract.

Liberty County Development Authority

LOCAL PREFERENCE QUALIFICATIONS

FORM G

Documentation to show qualifications must be submitted with RFP.

- (a) Except as otherwise required by applicable state or federal law, in the contracting for goods and services of all kinds and description, when such goods are to be obtained, whether through an invitation for bids or a request for competitive sealed proposals, local preference shall be given to:
- a. Businesses having a business location within the geographic boundaries of Liberty County; and
 - b. Businesses where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County; and
 - c. Businesses where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County.
- (b) For purposes of this section:
- (1) The term "business location" means that the business has a staffed, fixed, physical, place of business located within Liberty County and has had the same for at least one year prior to the date of the business' submission of its proposal or bid, as applicable and has held a valid business license from Liberty County for the business at a fixed, physical, place of business, for at least one year prior to the date of the business' submission of its proposal or bid, as applicable.
 - (2) The term "residents of Liberty County" means persons whose residence is within the geographic boundaries of Liberty County; and
 - (3) The residence of any person shall be held to be that place in which such person's habitation is fixed, without any present intention of removing therefrom.
- (c) Whenever goods or **services** of any kind or description are to be obtained through the solicitation of competitive sealed proposals, local preference shall be included as an evaluation criteria to be considered by the vendor selection committee. In this regard, ten (10) of the total points available to each Offeror shall be awarded on the basis of whether the Offeror has a business location within the geographic boundaries of Liberty County, or has a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or has a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County. Offerors having a business location within Liberty County, or having a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or having a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County, shall be entitled to and shall receive the local preference points provided for in this section.
- (d) Whenever goods or services of any kind or description are to be obtained through an invitation for bids, for the purpose of making an award to the lowest responsible bidder where two or more bidders have submitted the lowest bid with each of said bids being otherwise equal with respect to cost, but only one such bidder has a business location within Liberty County, or has a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or has a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County, then the recommendation for award shall be in favor of the bidder having a business location within Liberty County, or having a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or having a business where at

least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County.

- (e) Whenever a proposal or bid is submitted by a partnership, or joint venture, the local preference provided for in this section shall be awarded if the Offeror or bidder, or any member of the Offeror or bidder, defined as a business that is a signatory to the partnership or joint venture agreement, has a business location within Liberty County, or has a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or has a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County. No local preference shall be given on the basis of the business location, the percentage of owners of the business whom are residents of Liberty County, or the percentage of employees of the business whom are residents of Liberty County of any affiliated business, subcontractor, or consultant.
- (f) Each business seeking local preference points under section 102-358 shall certify under oath that it is eligible to receive the local preference points as set forth above as a part of the submission of its proposal or bid to Liberty County Industrial Authority and, in the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

H. CONTRACTOR'S REPORTING REQUIREMENTS

The enclosed documents are examples of reporting forms that will be required by the successful Offeror.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 engaged in the physical performance of services on behalf of Liberty County Industrial Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with C.A. Sittle, Inc. on behalf of Liberty County Industrial Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:
