



**NOTICE OF SOLICITATION
ADM-FA-18-002**

**BULLOCH COUNTY BOARD OF COMMISSIONERS
REQUEST FOR PROPOSALS
FINANCIAL ADVISORY SERVICES**

The Bulloch County Board of Commissioners is accepting sealed proposals *from qualified vendors* for this engagement who are capable of providing financial advisory services. Prospective vendors shall file all documents necessary to support its proposal. NO FAXES OR EMAILS ACCEPTED.

Vendors are responsible for the actual delivery of submittals during normal business hours to the Bulloch County Board of Commissioners, North Main Annex, 115 North Main Street, Statesboro, Georgia 30458. An ORIGINAL PROPOSAL along with SEVEN (7) copies, and any supporting documents, must be submitted in a sealed clearly marked envelope.

Proposals are due and will be publicly opened and only the names of the vendors submitting proposals will be read and recorded at the County North Main Annex on Monday, June 18, 2018 at 2:00 PM. The Purchasing Manager and the RFP review committee will then proceed to determine conformity with the specifications and other criteria. The County Manager may, at his option, request any or all vendors to make an oral presentation at a later date. Upon the closure of the evaluation, the County Manager will recommend selection of a proposal to the Board of Commissioners for final approval at their next subsequent regular meeting.

A recommended non-mandatory pre-proposal conference is scheduled for Monday, 10:00 A.M. June 11, 2018 at the Bulloch County North Main Annex, 115 North Main Street, Statesboro, Georgia.

The Bulloch County Board of Commissioners is an equal opportunity procurer.

An RFP package may be requested by contacting the Bulloch County Purchasing Manager, Ms. Faye Bragg, by telephone 912.764.6245; fax 912.764.8634; or, e-mail at fbragg@bullochcounty.net. Email is the preferred method of contact. The sole contact for scope of service questions is provided in the RFP package.



1.0 INTRODUCTION

1.1 Scope of Services

- A. The objective of this Request for Proposals (RFP) is to secure the services of one qualified independent municipal financial advisor (no joint proposals accepted) to provide selected services for a potential debt issue for the Bulloch County Board of Commissioners. This debt issue is in anticipation of a successful 2018 referendum for extension of a one percent Special Purpose Local Option Sales Tax (SPLOST), tentatively scheduled for Tuesday, November 6, 2018. Bulloch County anticipates having an intergovernmental agreement and referendum resolution in place on or before July 30, 2018. The selected vendor will perform all activities described below, and as determined by the final offer and acceptance of a contract award.
- B. The successful vendor will be responsible for providing the following activities:
1. Advise the county on the most advantageous capital funding alternatives, the timing and structure for the debt issue, provisions for the issue, and on the method of sale.
 2. Assist the County Attorney and outside bond counsel in the preparation of relevant legal documents necessary in connection with the issue.
 3. Consult with the County Attorney and outside bond counsel on proposed and actual changes in all applicable tax laws that could affect the debt issue, including, but not limited to, arbitrage/rebate regulations.
 4. In order to appropriately advise the county on the establishment of a desirable sale date and to keep the county abreast of the cost of the financing plan under development, monitor the following:
 - a. general conditions and trends in the economy;
 - b. capital market conditions;
 - c. restraints on monetary supply by the Federal Reserve System;
 - d. the status of recently sold municipal issues; and,
 - e. the supply of and demand for municipal securities coming to market.
 5. Assist in the preparation of a preliminary and final official statement for the debt issue in accordance with current disclosure guidelines required or recommended by the Municipal Securities Rulemaking Board and the Government Finance Officers Association.
 6. Assemble and prepare the data necessary to obtain credit ratings on the debt issue and assist with presentations to the rating officials as reasonably required.
 7. Advise the county in ascertaining the costs and potential benefits of obtaining credit enhancement.
 8. Consult with the county's officials, staff, and legal counsel; attend county and staff meetings to discuss the debt issue as reasonably requested.



9. Assist with the investment of debt issue proceeds to maximize the county's earnings.
10. Assist in the selection of the paying agent, bond registrar, escrow agent, and other financial intermediaries, as necessary.
11. Conduct pre-marketing of debt issue, if a competitive sale; review pricing and re-allocation of debt issue, if a negotiated sale.
12. Provide such additional services as deemed necessary or appropriate in order to properly complete the financing.

1.2 Background

- A. The Bulloch County Board of Commissioners is a political subdivision of the State of Georgia, with a growing resident population of 76,149. The Bulloch County Board of Commissioners has a full-time workforce of 400; 45 part-time and over 500 seasonal employees; and an annual general appropriations budget of \$60 million (\$40 million in the General Fund). The county government is considered stable and in good standing in terms of leadership and its finances. Georgia Southern University is the county's largest public and overall employer. East Georgia Regional Hospital, Briggs and Stratton, Great Dane and Viracon are the county's largest private employers.
- B. On November 6, 2018, the Bulloch County Board of Commissioners intends to renew a six-year one percent SPLOST referendum. The Special Purpose Local Option Sales Tax will last six years and is projected to collect \$65-\$70 million to complete a variety of capital projects. Part of the approved referendum question is to allow the County to issue general obligation debt in an amount of approximately \$15 million dollars in order to construct new administrative and jail space for the Sheriff's Department (\$6.5 million), and to also construct and expand a 700 MHz/P-25 public safety communications trunk system (approximately \$8 million). The urgency of the public safety communications system may require interim financing in advance of the proposed SPLOST referendum. The county anticipates paying the proposed debt issue entirely with the one percent sales tax. No refunding of any current debt is being planned. While a general obligation sales tax bond is being considered, other financing alternatives such as certificates of participation may be considered in-lieu, if in the best interest of the county.
- C. The county has retained Murray, Barnes and Finister LLC of Atlanta, Georgia as bond counsel, and anticipates using Raymond James and Associates of Atlanta, Georgia as the bond underwriter.
- D. Bulloch County currently has an Aa3 credit rating with Moody's and A+ with Standard and Poor's. Bulloch County currently maintains a solid financial position and has begun preparing its FY 2019 annual budget and work plan, in



addition to updating its five-year financial forecast and capital improvements program. Additional information on the county's prior budgets, financial reports and financial policies can be found on the county's website at <http://bullochcounty.net/finance/>.

1.3 Schedule of Events

This Request for Proposals will follow the planning schedule shown below:

- 06/04/18 Release of RFP
- 06/11/18 Non-Mandatory Pre-Proposal Conference
- 06/12/18 Answers to questions posed at the conference will be provided upon request.
- 06/18/18 Proposals due by 2:00 P.M.
- TBD Presentations by Finalists
- TBD Contract awarded (at Board Meeting)

1.4 Restrictions on Communications with Staff

A. All questions about this RFP must be directed in writing to:

Thomas M. Couch, ICMA-CM, AICP
 County Manager
 Bulloch County Board of Commissioners
 115 North Main Street
 Statesboro, GA 30458
 Phone: 912.764.6245
 Fax: 912.764.8634
tmcouch@bullochcounty.net

B. **After receipt of the RFP package from the Purchasing Manager, no elected or appointed official shall be contacted regarding this RFP without the express written consent of the County Manager.** The County reserves the right to reject the proposal of any proposer violating this provision. If any vendor finds discrepancies or omissions in this RFP or is in doubt as to the meaning of a particular requirement, submit notifications and questions in writing or via e-mail for interpretation, correction or clarification. Only written questions and written answers regarding this RFP shall be binding.



1.5 Contract Term - The contract term is from the time of execution until the debt issue is completed.

2.0 TERMS AND CONDITIONS

2.1 Reservations by the County – The County reserves the right to:

- A. Waive formalities and technicalities in any proposal.
- B. Reject any and/or all proposals where in its judgment, lies the best interest of the county.
- C. Accept the proposal that in its judgment will be in its best interest.
- D. Award this contract to the vendor who, in the county's opinion, is most responsive and responsible, and will perform in the best interest of the Bulloch County Board of Commissioners. Price alone will not be the determining factor in the contract award.
- E. Cancel or amend this RFP prior to the proposal due date. All addenda and additional information will be posted to the county website at <http://bullochcounty.net/procurement/> and the Georgia Local Government Marketplace web site at www.glga.org. Proposers are encouraged to check these websites periodically for any addenda.
- F. Retain proposals and all submitted documentation.
- G. The laws of the State of Georgia shall govern all purchases of products and services under this RFP and subsequent contract(s). Jurisdiction and for any litigation arising out of this request for proposals or any subsequent contract shall be in the Superior Court of Bulloch County, Georgia, and all parties consent to said jurisdiction and venue.

2.2 Proposal Period

- A. All proposals must be valid for at least sixty (60) days after the proposal due date.
- B. A submitted proposal may be withdrawn prior to the due date by a written request to the Purchasing Manager. A request to withdraw a proposal must be signed by an authorized individual from the vendor's company.



- C. The cost for developing and delivering the proposal is the sole responsibility of the proposer.

2.3 Contract

- A. The successful proposer shall work cooperatively with the County Attorney and staff to establish the appropriate contract language.
- B. A form W-9 must accompany all contracts. All payments will be subject to backup withholdings of 28% if a correct W-9 is not provided. All contracts and invoices must reflect the official name as registered with the IRS.

2.4 Equal Opportunity Policy

Vendors shall abide by the county's non-discrimination policy. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor shall take appropriate action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training. It is the policy of the Board to insure equal opportunity for minority owned businesses and minority professionals with regard to all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.

2.5 Non-Collusion Certification (See Appendix A)

- A. The proposer shall certify that the price(s) and amounts of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the contract award. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high noncompetitive proposal or other form of complimentary proposal. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.



- B. The proposer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. The proposer understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

2.6 Georgia Security and Immigration Compliance Act of 2006 Certification (See Appendix A)

The proposer shall certify that the proposer and any subsequent subcontractors have registered with and are participating in a federal work authorization program as outlined in the O.C.G.A. 13-10-90 and 13-10-91.

2.7 Bonding

Bid, performance, and payment bonds are not required for this project.

2.8 Insurance

- A. The awarded contractor shall furnish to the Bulloch County a Certificate of Insurance for Errors and Omissions. **The Certificate of Insurance must be sent to the Bulloch County Board of Commissioners with the technical proposal.** No insurance will be acceptable unless written by a company licensed by the State Insurance Department to do business in the State of Georgia and with a Best Guide Financial Rating of A or better.
- B. The contractor shall indemnify and hold harmless the Bulloch County Board of Commissioners, its officers, officials, representatives, agents and employees (hereinafter in this provision collectively referred to as "the County"), from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees), resulting from, arising out of, or in any way connected with the performance of the contract, except where caused by the sole negligence or willful misconduct of the County.

2.10 Compliance with Laws

The successful proposer shall procure any and all permits, bonds, and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work to the county prior to the commencement of work. All costs thereof shall be deemed to be included in the proposal price. The successful proposer shall, at all times, observe and comply with all Federal, State,



City, and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

2.11 Payments and Pricing

- A. Payment for any work from this contract shall be made upon receipt, inspection, and acceptance of completed work and receipt of proper itemized invoices.
- B. The County is exempt from State sales tax. All federal and state taxes and fees that can be eliminated in sales to local governments in the State of Georgia should not be included in the proposed price.

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Proposal Submission

- A. The proposal submission must follow the sequence listed in the RFP. The proposal must be divided into two appropriately labeled separate documents - a Technical Proposal and a Financial Proposal. **Do not include cost information in the Technical Proposal.**
- B. Provide seven (7) copies of the proposal with one clearly marked as "ORIGINAL". One full copy of the proposal should be submitted on electronic media such as a USB flash drive, in Microsoft Word format. If there is a discrepancy between a hard copy submission and electronic submission, the hard copy will take precedence.
- C. Proposals must be sealed and marked on the outside of the shipping package as follows:

Proposal: Financial Advisory Services
- D. Submit the proposal to:

Bulloch County Board of Commissioners
Purchasing Department – Attn: Faye Bragg, Purchasing Manager
115 North Main Street
Statesboro, GA 30458
- F. Any proposal received after the due date and time will not be evaluated. The proposer has sole responsibility to insure the proposal is delivered to the correct place by the proposal deadline. In order to protect the integrity of



the contracting process, proposals will not be disclosed until after award and signing of the contract.

- G. Delivery method of the proposal is by U.S. Mail, Private Mail Service Carriers, or Personal Delivery to the above location only. Faxed and emailed proposals will not be accepted.

3.2. Evaluation Process

- A. The evaluation of proposals received after the due date and time will be conducted in four stages. If a proposal does not meet the requirements of the Administrative Review phase, it will not be evaluated in future phases.
 - 1. **Administrative Review:** The Purchasing-Manager will review all proposals to determine if they meet the following requirements:
 - a. Submitted by deadline.
 - b. Separate Technical Proposal and Financial Proposal.
 - c. Technical Proposal does not include any information from the Financial Proposal.
 - d. All required forms and certifications have been submitted with original signature.
 - e. The Technical Proposal and the Financial Proposal are properly organized and meet the content and order specified.
 - 2. **Technical Proposal Evaluation:** Proposals which pass the Administrative Review will be reviewed by an administrative review committee for quality and completeness. Technical proposals will be evaluated and scored in categories and may receive a maximum of ninety (90) points.
 - a. Proposals will be scored according to the Proposal Scoring Criteria of this RFP, below.
 - b. The following are the maximum possible points for each category:



PROPOSAL SCORING CRITERIA

The table below represents the evaluation criteria to assess the qualifications of prospective vendors.

FACTORS	SCORING BLOCKS
<p>Firm Qualifications and Expertise: Consider <u>comparable</u> experience on projects of similar size and scope; background of specific personnel assigned to project; firm's capacity and financial stability; and, project personnel roles and responsibilities; references (35 points).</p>	<p>Outstanding (31-35) Very Good (25-30) Acceptable (20-24) Marginal (0-19)</p>
<p>Project Approach: Understanding of project scope and unique issues; proposed client communication process; presentation of proposed services (45 points).</p>	<p>Outstanding (40-45) Very Good (35-39) Acceptable (30-34) Marginal (0-29)</p>
<p>RFP Submission Compliance: All forms properly submitted; content is orderly and easy to follow and compare with other proposals (10 points).</p>	<p>Outstanding (8-10) Very Good (6-8) Acceptable (4-5) Marginal (0-3)</p>

THE PROPOSALS WITH THE HIGHEST TECHNICAL SCORE WILL BE SELECTED AS FINALISTS AND MOVE ON TO THE REMAINING STAGES OF THE EVALUATION PROCESS, BELOW.

3. Presentation:

- a. Up to three (3) proposers with the highest technical scores may be asked to make presentations to the evaluation committee.
- b. A high-quality presentation will provide up to five (5) additional points to the final score based on the review team evaluation.
- c. A summary of requested topics to discuss will be provided to the vendors prior the presentations.
- d. The dates of the presentations will be determined at a later time.

4. Financial Proposal Evaluation:

- a. Proposers shall use only the Financial Proposal Forms provided with the RFP to supply pricing information.
- b. Competitive pricing will provide up to (5) additional points. The lowest estimated cost for advisory fees will automatically receive the maximum number of points, with each subsequent proposal receiving a proportionate number of points as a percentage of the lowest estimated price proposal.



- B. The scores earned by each finalist for each of the four steps will be used by the evaluation committee to rank proposals and make a recommendation for award.
- C. The final award of this proposal is contingent upon the approval of the Board of Commissioners.
- D. Vendors responding to the original RFP will be notified of their selection or non-selection after the date of Vendor selection.

4.0 TECHNICAL PROPOSAL (to be in a separate envelope with a USB flash drive file in Microsoft Word format)

The purpose of the following instructions is to aid in the Review Committee's ease of reading and to expedite the speed and accuracy of the proposal review – failure to follow these instructions verbatim may result in scoring reductions, or the rejection of the proposal. You must assume that not all of the individuals on the Review Committee are experts in municipal finance and debt issues, but that all are sufficiently educated and experienced in reviewing competitive proposals for professional services.

- A. Prepare the proposal as simply and economically as possible. The following content and order should be applied in your firm's proposal. Please do not add any elaborate promotional or marketing material unless it is relevant to explaining your project approach. Prose and style should be straight-forward and not superfluous. If supplemental materials are necessary, the proposer should reference them according to section and page as provided in the table of contents.
- B. The proposer must demonstrate their ability to meet or exceed all qualifications and technical requirements as stated in the Scope of Work as well as any additional relevant detail in their plan to perform the required services.
- C. Present factual assumptions used to develop the proposal. Merely offering to meet the requirements of the RFP or reference to the RFP will be considered incomplete. Each representation of fact or future performance will be incorporated into the contract as a warranty by the respondent.
 - 1. Table of Contents (limit: 2 pages).
 - a. Conform to the order, headings and sub-headings of this RFP as appropriate.
 - 2. Executive Summary (limit: 3 pages)



- a. Include an abstract stating the proposer's understanding of the nature and scope of the goods and services required and a brief demonstration of the capability to comply with all terms and conditions of this RFP.
3. Abstract of firm and experience (limit: 15 pages).
 - a. Company name, parent company name.
 - b. Address, city, state and zip of business offices.
 - c. Type of ownership.
 - d. State of incorporation.
 - e. Federal Tax ID number.
 - f. Brief history of firm.
 - g. Size of firm and municipal finance department(s) (national, regional and local).
 - h. Total volume, type and dollar amount of similar tax-exempt issues in the last three years (in Georgia – preferred – or, the southeast United States).
 - i. Point of contact information including name and title of lead project manager, address, telephone and e-mail address.
 - j. Resumes of key personnel assigned to the project that should include total years of experience and total years with current firm, education, professional registrations, special qualifications, and a list of relevant projects and specific roles.
 - k. Address the percentage of time that each key personnel will spend on this project.
 - l. Describe the analytic capabilities of the firm including services, software and informational data bases.
 4. Project approach (limit: 10 pages).
 - a. Describe what advantages that your firm or key personnel can offer the issuer.
 - b. Explain the approach your firm will take to complete this project and to maximize the county's opportunity for the most favorable terms and conditions on the debt issue.
 - c. Please provide a project task schedule, preferably in Gantt chart or like format, to illustrate a realistic project schedule.
 - d. Explain your proposed client communications process.



5. References (limit: 5 pages)

a. Please provide public client references for the firm's **key personnel** who will be working on this issuance for the past three (3) calendar years. Provide for each reference:

- i. Name of issuing entity.
- ii. Contact name, title, telephone number, e-mail.
- iii. Contract dates.
- iv. Type of service or advisory role provided to the entity.
- v. Amount of bonds/securities issued.
- vi. Rates received.

6. Financial Stability (provide as an appendix to technical proposal)

- a. The proposer must provide financial information that would allow evaluators to ascertain the financial stability of the firm.
- b. If a public company, the proposer will provide their most recent audited financial report.
- c. If a private company, the proposer will provide a copy of their most recent internal financial statement, and a letter from the firm's lead CPA, representing the proposer's financial stability.

7. Disclosure (limit: 1 page)

- a. The proposer will disclose any involvement by the organization or any officer or principal in any material business litigation, or any actions upon the firm or key project personnel taken by either the Securities and Exchange Commission or any other government regulatory agency.
- b. Provide disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

8. Mandatory Forms

- a. Complete and include the forms found in the Appendix attached to this document.

4.1 Exceptions to the RFP

Note any exceptions to the requirements and conditions in this RFP where applicable. If exceptions are not noted, the County assumes that the Vendor's



proposals meet stated requirement and any discovered deviation will result in disqualification of the proposal.

5.0 FINANCIAL PROPOSAL (to be placed in a separate envelope including a paper copy and a USB flash drive in Excel format)

Prepare a financial proposal for fees and expenses for each element of the scope of services. Fee and expense schedules should be presented in a tabular/columnar format that indicates the type of fee to the left, and the fee amount (unit or fixed cost as appropriate) and notes to the right so that evaluators can easily compare Vendor compensation.

All fee structures shall be presented in a standard format.

- a. Identify fees that are to be proposed on a “not-to-exceed” basis which will be paid at the time of any debt issuance and from the proceeds of such issuance, and further identify how such fees will be calculated.
- b. Provide a schedule of fees based on the percentage amount of the transaction principal (including minimum or maximum).
- c. Provide an hourly fee schedule for any non-contingent service.
- d. Travel expenses agreed upon shall not exceed federal per diem rates for the Savannah, Georgia area.
- e. Provide a schedule of transaction related overhead fees or other out-of-pocket expenses, and indicate if there is any additional markup.
- f. Describe any conditions or supporting information attached to your fee proposal, and explicitly state which costs are included in the fee proposal and which costs are to be reimbursed.

Any MSRB fees imposed upon municipal advisors should not be passed through to the issuer. No vendor shall engage in activities on behalf of the issuer that produce a direct or indirect financial gain for the municipal advisor, other than the agreed-upon compensation, without the issuer’s informed consent.



APPENDIX A: MANDATORY FORMS



**BULLOCH COUNTY, GEORGIA
VENDOR DECLARATION**

The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of the specifications.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **June 18, 2018 @ 2:00 P.M.**, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the vendor acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this ____ day of _____ 20____.

NOTARY PUBLIC _____



**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____ 20__.

NOTARY PUBLIC _____



CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV/Basic Pilot Program* User Identification Number

Date of Authorization

Company Name

By: _____
Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

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