**Town of Tyrone**

881 Senoia Road

Tyrone, GA 30290

Telephone: 770-487-4038

**CONTRACT FOR PROBATION MANAGEMENT SERVICES**

**INTRODUCTION**

The Town of Tyrone, Georgia and the Tyrone Municipal Court, propose to engage the services of a Probation Management firm in a one (1) year contract with renewal upon the agreement of both parties. The objective of this Request for Proposal (RFP) is to solicit proposals from experienced and qualified Prospective Service Providers (Vendors) who are interested in entering into such a contract and who are capable of assuming and carrying out the services defined herein. This RFP and the subsequent Vendors’ responses shall form the basis for the evaluation, the selection of and the contract with the Selected Vendor.

The Town of Tyrone is customer service oriented and firmly believes in a positive approach in dealing with probationers. Therefore, the Tyrone Municipal Court shall actively provide input and guidance regarding the conduct of the Selected Vendor, as it will have a direct bearing upon how the Town is viewed, the Town’s reputation and future court policies. Conversely, the Court shall take whatever steps necessary to prohibit any probationary procedures and/or costs that are inconsistent with the Town’s philosophy.

The Town requires the Selected Vendor to exercise high standards in their probationary methodology and techniques. The Selected Vendor shall, at all times, conduct its probationary business in a professional manner and shall make concerted efforts to preserve the dignity of the Town and its citizens.

Each Vendor shall provide in their proposal response a detailed explanation of their company’s probationary management philosophy and methodology and shall provide detailed information regarding the methods they intend to employ in servicing the Town’s contract and the fees they intend to charge. Any information provided to the Town is subject to open records. Marking information confidential does not automatically exclude it from release.

All sealed proposals must be received by the Town by October 31, 2019 at 10:00 am to the address below:

Town of Tyrone

945 Senoia Road

Tyrone, Georgia

Re: RFP for Probation Services

Attn: April Spradlin – Clerk of Court

Please submit 5 copies of the proposal. The envelope containing the response to the RFP must be sealed and plainly marked "Proposal for Probation Services."

Questions regarding this RFP must be submitted in writing via e-mail only to aspradlin@tyrone.org. All questions must be submitted by October 25, 2019 at 5 pm.

The Town reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the Town.

SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

CONDITIONS

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposers shall thoroughly examine and be familiar with the Specifications.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Proposal or to the Contract. The Town shall make all such documents available to the Proposers.

Except with respect to events or conditions which are not discoverable, the Proposer shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the Town.

The Proposer's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

NAME, ADDRESS AND LEGAL STATUS OF THE PROPOSER

The Proposal must be properly signed in ink and the address of the Proposer given. The legal status of the Proposer, whether a corporation, partnership, or individual shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Proposer shall give full names of all partners. Partnership and individual Proposers will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Proposer, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Proposer is a joint venture consisting of a combination of any or all of the above entities, a representative of each participant in the joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

COMPETENCY OF PROPOSER

The opening and reading of the Proposal shall not be construed as an acceptance of the Proposer as a qualified, responsible Proposer. The Town reserves the right to determine the competence and responsibility of a Proposer from its knowledge of the Proposer's qualifications or from other sources.

The Town shall require submission **with the Proposal** of the following supporting data regarding the qualifications of the Proposer in order to determine whether (s)he is a qualified, responsible Proposer. The Proposer will be required to furnish the following information:

(a) Evidence that the Proposer is in good standing under the laws of the State of Georgia, and, in the case of corporations organized under the laws of any other State, evidence that the Proposer is licensed to do business and in good standing under the laws of the State of Georgia or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

(b) Evidence, in form and substance satisfactory to the Town, that Proposer (or Proposer's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than two (2) years actual operating experience.

The Proposer may satisfy any or all of the experience and qualification requirements of this Paragraph by submitting the experience and qualifications of it’s parent corporation and subsidiaries of the Parent.

METHOD OF AWARD

The Town reserves the right not to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the Town.

EMPLOYEE ELIGIBILITY AND PUBLIC BENEFIT VERIFICATION

This Contract is conditioned on both parties’ compliance with the requirements of O.C.G.A. Section 13-10-91. The Town of Tyrone is in compliance with O.C.G.A. Section 13-10-91. Contractor hereby states that it has complied with the requirements of O.C.G.A. Section 13-10-91, as attested by the attached affidavit, and will obtain the employee number category and eligibility verification from all subcontractors and sub-subcontractors participating in this project. Contractor will be required to complete and file a SAVE Affidavit/Affidavit Verifying Status for City Public Benefit and a Secure and Verifiable Document. Sample affidavits for Contractor and Subcontractors are attached hereto as Exhibit ‘A’, Exhibit ‘B’, Exhibit ‘C’ and Exhibit ‘D’. The Contractor shall submit the required affidavits at time of Proposal submittal and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.

COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exits conflicting ordinances of the Town on the subject.

EFFECTIVE DATE

This Contract shall be effective upon execution and performance of such Contract shall begin on award and subsequent execution of all contract and bond documents.

NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

INDEMNITY

The Contractor will indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract or any related duties required by law. The Contractor shall pay all costs and attorneys’ fees which arise out of all suits, actions, legal proceedings, claims, and demands arising out of any activities under this Contract.

LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by law.

INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workers’ Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the Town of Tyrone."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverages: Limits of Liability

Workers’ Compensation Statutory

Employer's Liability $1,000,000

Bodily Injury Liability $1,000,000 each occurrence

Subject to the approval of the Town and to the extent permitted by law, all or any part of the required insurance coverage may be provided under a plan or plans of self-insurance.

TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Town.

PROPOSED SCOPE OF SERVICES AND MINIMUM QUALIFICATIONS

Any and all probation management activities and/or reporting activities performed by the Selected Vendor as a result of this RFP must be accomplished in strict compliance with any and all applicable Federal and Georgia laws, as are now in effect or hereafter may be amended.

If a contradiction or conflict exists between any and all applicable Federal or Georgia laws and any terms, conditions, stipulations, etc., listed herein, the term, condition, stipulation, etc., listed herein shall not be applicable and the Town shall, upon notification of the contradiction or conflict, issue an amendment to bring the term, condition, stipulation, etc., into compliance with the law.

 At a minimum, the Vendor shall address each of the following items within their response to provide probation management services to the Town of Tyrone, Georgia, for and on behalf of the Tyrone Municipal Court:

1. The Selected Vendor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a judge or judge designee of the Tyrone Municipal Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings. Dates of regularly scheduled court sessions shall be made available to the Selected Vendor at least ten (10) working days in advance of the hearing.

2. The Selected Vendor shall conduct an initial interview with each probationer at the time of his or her sentencing or as soon as is practicable thereafter for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision.

3. The Selected Vendor shall meet with each probationer placed on probation under the supervision of the Selected Vendor at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Tyrone Municipal Court order may be required to meet with their supervisor more than one (1) time every month. At the discretion of the Tyrone Municipal Court, the Selected Vendor shall provide intensive probation services that may include the requirement(s) for weekly reporting, home visits, telephone contacts, or a combination of any or all of these requirements. For probationers placed on intensive probation, the Selected Vendor shall charge the probationer no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements are in effect.

4. The Tyrone Municipal Court shall have the sole responsibility of determining the appropriate service(s) for each probationer. In consideration of the probation services provided by the Selected Service Provider, the Tyrone Municipal Court shall agree that probationers shall be charged the fees as stated in the Fee Schedule as provided in the RFP Response Package.

5. The Selected Vendor shall collect from probationers if requested by the Tyrone Municipal Court, court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.

(a) Any and all fines, surcharges, court costs and other fees shall be paid to Tyrone Municipal Court. Any and all monies collected from probationers by the Selected Vendor must be submitted to the Tyrone Municipal Court on no less than a monthly basis. All collections of monies shall make the Town first payee and any remaining or residual monies to be collected will be the Selected Vendors responsibility to collect to satisfy any outstanding amounts owed them

(b) The Selected Vendor shall collect from probationers only those fees specified by the Town, and not in excess of those charges listed in the Selected Vendor’s Fee Schedule.

6. Under no circumstances shall any portion or percentage(%) of any fine monies, or court fees collected be retained by the Selected Service Provider.

7. A nine dollar ($9.00) per month surcharge shall be collected from each probationer placed on probation by the Selected Vendor, unless the probationer is exempted by the Tyrone Municipal Court, as required by Georgia law. The surcharge shall be sent by the Selected Vendor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. §17-15-13.

8. The Selected Vendor shall coordinate community service work as required as a condition of probation by the Tyrone Municipal Court. Monthly tracking of all community service work is required.

9. The Selected Vendor shall administer drug and alcohol screens to probationers as directed by the Tyrone Municipal Court. Probationers shall assume the cost of random drug testing, and shall pay those costs pursuant to the Fee Schedule provided.

10. The Selected Vendor shall provide electronic monitoring of probationers at the direction of the Tyrone Municipal Court. The cost(s) of these services shall be outlined in the Fee Schedule and shall be paid by the probationer directly to the Selected Vendor.

11. The Selected Vendor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.

12. The Selected Vendor shall recommend to the Tyrone Municipal Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release.

13. The Selected Vendor shall advise the Tyrone Municipal Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation.

14. The Selected Vendor shall provide notice as required by law and return to the Tyrone Municipal Court any probationer that does not, in the opinion of the Selected Vendor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Tyrone Municipal Court’s ruling in reference to sentencing or possible revocation of probation pursuant to the Court’s procedures and Georgia law.

15. The Selected Vendor shall assist the Tyrone Municipal Court and law enforcement authorities in tracking absconders through the submission of an absconder investigation report which details the probationer’s personal history and employment information, the circumstances of his or her violations, and his or her last known whereabouts. This report shall be made available upon request from the Court.

16. The Selected Vendor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur and the amounts and dates of all monies collected.

17. The Selected Vendor shall declare and maintain in a “confidential” manner all reports, files, records and papers of whatever kind relative to the supervision of probationers, and shall make the same available only to authorized employees of the Selected Vendor and authorized personnel of the Town of Tyrone, to those authorized by the Tyrone Municipal Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.

18. The Selected Vendor must have the ability to integrate the collection of data and payment information with the Tyrone Municipal Court’s Case Management System (currently Courtware). The responsibility of data assurance, integrity, and security is the responsibility of the Selected Vendor and must meet the standards established by best business practices and regulatory statutes.

19. The Selected Vendor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Selected Service Provider, nor any employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this RFP or resulting Contract. Furthermore, neither shall the Selected Vendor nor any of its employees, agents or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Selected Service Provider, nor any of its employees, agents or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs. Nor shall any owner, employee with a controlling interest, or principle of the Selected Vendor be a member of the Georgia Bar practicing criminal defense law in the Fayette Judicial Circuit or any Municipal Courts within the Fayette Judicial Circuit.

20. The Selected Vendor shall provide information in the RFP response to show that they employ at least one (1) person who is responsible for the direct supervision of probation officers employed by the Selected Vendor and who shall have a minimum of five (5) years experience in corrections, parole, or probation services pursuant to O.C.G.A. §42-8-102., and the number of years the company itself has experience in providing services similar to the scope and size contemplated by this RFP.

21. The Selected Vendor shall ensure and provide an affidavit as part of this RFP response that any person it employs or contracts with as a private probation officer:

(a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-100;

(b) has completed a standard two [2] year college course or have four(4) years of law enforcement experience; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8- 102;

(c) has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the County and Municipal Probation Advisory Council, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-102; and

(d) has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Selected Vendor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-102.

22. Within thirty (30) calendar days of Contract termination with the Town, the Selected Vendor shall return/turn over to the Town of Tyrone all files, documents, correspondence, papers and databases applicable to the Town’s Contract and required herein, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Selected Vendor which could assist in locating any absconders. This obligation shall be carried out by the Selected Vendor at no cost to the Town.

23. The Selected Vendor shall be certified as a Georgia Crime Information Center non-terminal user, and shall thereby be granted access to both Georgia Crime Information Center and National Crime Information Center criminal history record information. The Court shall assist the Selected Vendor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for the Selected Vendor to conduct pre-sentence, probationer investigations, enter court dispositions as may be requested by the Court.

24. Conflicts of Interest: The Selected Vendor shall have no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the town. The Selected Vendor shall further state that in rendering services to the town that no persons having any such interest shall be employed by the Selected Service Provider. The Selected Vendor assumes full responsibility for knowing whether its officers, employees, agents or anyone providing services as a result of an award to this RFP have any such interest and for certifying the absence of such conflict to the City.

During the course of performing services for the town, the Selected Vendor shall disclose immediately to the town, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Selected Vendor’s owners, officers, employees, agents or anyone providing services as a result of an award to this RFP. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and the Selected Vendor’s failure to comply with these provisions affords the town the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, the Town may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the Town to pursue damages or other remedies.

A conflict of interest includes any circumstance, which might influence or appear to influence the judgment of the Selected Service Provider, and the Selected Vendor shall disclose the same. Further, the Selected Vendor shall disclose the acceptance of compensation, monetary or otherwise, from more than one (l) payor or party for services on the same project or related project. The Selected Vendor shall disclose the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the Town for work on the project to which this agreement pertains. A conflict of interest of the Selected Vendor’s owners, officers, employees, agents, or anyone providing services as a result of an award to this RFP shall be deemed a conflict of interest of the Selected Vendor, giving rise to the duty to disclose. The Selected Vendor shall not disclose any data, facts or information concerning services performed for the Town or obtained while performing such services, except as authorized by the Town in writing, or as may be required by law.

The Selected Vendor shall state whether any owner, employee, agent, or representative who is or will be directly involved in the project, in the last ten (10) years; (i) has or had directly or indirectly, a business relationship with the Town; (ii) directly or indirectly has received revenues from the Town or (iii) directly or indirectly has received revenues from conducting business on Town property or pursuant to any contract with the Town.

The Selected Vendor shall state whether any owner, employee, agent, or representative who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee.

25. Reporting and Data Requirements: The following performance measures a minimum of the type of data the Town required to track progress of the services provided.

1. All new cases per month

2. All warrants issued by month

3. All probation terminations – list and summary account.

4. A balance summary sheet for the month

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5 A fines balance report that shows all cases with activity for the month, open cases with ticket #, name, sentence date, ordered amount, current balance, and balances for dispersals showing previous balances and current. Ending balances must agree with the balance summary report.

**PROPOSAL FORMAT/CONTENT GUIDELINES**

(a) **Cover Letter – Letter of Introduction**

(b) **Vendor’s Contact Information Sheet**

(c) **Background, Qualifications and References Section** — The Background / Qualifications / References Summary section should address all items in the Scope and Minimum Qualifications section of the RFP.

(e) **Technology and Communications Capabilities Section** — Provide a description of all systems that will be utilized to perform the services described in the RFP Scope of Services.

• Describe the technical and physical safeguards that are in place to secure and protect sensitive data from intrusion from outside sources.

• Describe the safeguards that are in place to protect against the loss of sensitive data or to recover from an unexpected loss of data.

(f) **Memberships and Affiliations Section** — The Vendor or its employees belongs to which, if any, probationary management or law enforcement memberships, organizations or affiliations, etc.

(g) **Detailed Fee / Services Section** - Please provide a detailed explanation of the Provider’s fee structure and the specified services that will be provided to the City, expanding on the brief explanations provided in the Methodology/Approach Section.

(h) **Exceptions** - A list of any exceptions to the requirements of the RFP. If exceptions are not listed in this section, it will be expected that the Vendor will sign a contract incorporating the RFP and all requirements as part of the agreement.

**EXHIBIT A**

**E-Verify 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 the Municipal Court of the Town of Tyrone 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT B**

**E-Verify 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of contractor) on behalf of the Municipal Court of the Town of Tyrone 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 (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT C**

**E-Verify Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-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 for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of contractor) on behalf of the Municipal Court of the City of Tyrone 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-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 Sub-subcontractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Project Name of Public Employer

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

Executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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:

**EXHIBIT D**

**SAVE Public Benefits Affidavit - O.C.G.A. § 50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for The Town of Tyrone, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a public benefit:

1) \_\_\_\_\_\_\_\_ I am a United States citizen.

2) \_\_\_\_\_\_\_\_ I am a legal permanent resident of the United States.

3) \_\_\_\_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit. MUST BE PROVIDED BY EVERYONE.

The secure and verifiable document provided with this affidavit can best be classified as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(City), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (State).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Applicant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Commission Exp