



**Request for Proposal (RFP)
Professional Architectural Services for
Georgia Municipal Association
New Headquarters and Renovation Project**

Issue Date: Friday, February 1, 2019

Inquiries: Perry Hiott
Director, Community and Economic Development
Georgia Municipal Association, Inc.
201 Pryor Street SW
Atlanta, GA 30303
phiott@gmanet.com

cc: Eric Johnson ejohnson@cps-atlanta.com
Program Manager

Proposals Due: Tuesday, February 26th, 2019 by 2:00PM EST

Bid Opening: Tuesday, February 26th, 2019 2:00PM EST

**GEORGIA MUNICIPAL ASSOCIATION
RFP – Professional Architectural Services**

FACT SHEET

Title of RFP:	Professional Architectural Services – Georgia Municipal Association New Headquarters and Renovation Project
Date of issue:	Friday, February 1, 2019
Last day to submit NDA:	Friday, February 8, 2019 at 2:00 PM EST
Last day to submit questions:	Thursday, February 14, 2019 at 2:00 PM EST
Date of final answers:	Tuesday, February 19, 2019
Proposal due date:	Tuesday, February 26, 2019 at 2:00 PM EST
Copies of proposal required:	(1) original, (3) copies and an electronic PDF on a USB drive
Proposal opening date:	Tuesday, February 26, 2019 at 2:00 PM EST
Proposal submission location:	GMA Headquarters 201 Pryor Street SW Atlanta, GA 30303
Site location:	201 Pryor Street SW Atlanta, GA 30303
Site size:	Approx. 3.266 acres
Projected building size:	Approx. 22,000 NSF New; 24,000 Renovation
Funding source:	GMA
Construction budget:	\$14MM
Desired project schedule:	Occupy new building February 2021; Occupy renovation by July 2021

**GEORGIA MUNICIPAL ASSOCIATION
RFP – Professional Architectural Services**

A. PURPOSE

The Georgia Municipal Association, Inc. hereinafter referred to as GMA, is seeking proposals for Professional Architectural Services to provide full Architectural and Engineering services for the construction of a new GMA Headquarters along with the Renovation of the existing GMA Headquarters as well as a new parking deck.

GMA has hired a Program Manager, Comprehensive Program Services, to facilitate the design and construction of the Project.

B. GENERAL INFORMATION

This RFP has been issued on Friday, February 1, 2019

A Selection Committee will determine the Firms believed to be most qualified to provide Full Architectural and Engineering Services for Project Program, Design, and Construction Administration through acceptance and start-up of the installations within the facilities. Additionally, this firm should be available for technical assistance during the One-Year Warranty Period as part of their Basic Services.

Presentations will be conducted with those Firms and consultants deemed most qualified. Dates to be determined and communicated subsequent to proposal response and review.

Each firm is to prepare their response according to the RFP format, i.e., by section and paragraph of this RFP. Proposals shall not exceed **40** pages. All pages count, regardless of content. The GMA reserves the right to reject any RFP not submitted within the required time frame; reject any incomplete RFP submitted; contact client references; require further information; and/or require interviews with any responding firm. All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the respondent and will not be assumed in full or in part by the GMA.

*******To be considered, firms interested in proposing on the project MUST fill out a Non-Disclosure Agreement (NDA) and return to Perry Hiott at the below email address by Friday, February 8, 2019 at 2:00 PM EST to obtain additional documentation regarding the project.*******

All inquiries regarding this RFP **must** be in writing and addressed to:

Perry Hiott
Director, Community and Economic Development
Georgia Municipal Association, Inc.
201 Pryor Street SW
Atlanta, GA 30303
phiott@gmanet.com
cc: Eric Johnson ejohnson@cps-atlanta.com

Written responses to all written inquiries received by 2:00 PM ET, Thursday, February 14, 2019 will be e-mailed to all firms on record with the GMA as having been issued the RFP on or before Tuesday, February 19, 2019. **No other GMA staff should be contacted regarding this RFP.** Doing so may result in disqualification.

An original and three (3) copies, and one (1) electronic copy in PDF of the technical proposals shall be submitted. All documents are to be submitted to:

Perry Hiott
Director, Community and Economic Development
Georgia Municipal Association, Inc.
201 Pryor Street SW
Atlanta, GA 30303
phiott@gmanet.com

Proposals **must** be submitted no later than **2:00PM EST, Tuesday, February 26, 2019**. **Proposals must be received in a sealed envelope or container marked “Professional Architectural/Engineering Services” and be delivered by the stated deadline above. Place the Project name on the submitting envelope or container marked “Professional Architectural/Engineering Services for the New GMA Headquarters Project”**

We appreciate your submittal and interest in assisting the GMA with this endeavor.

No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent

A contract will be awarded to the Firm whose proposal is determined to be the most advantageous for GMA, considering all the conditions set forth in this RFP. While price will be an important factor, it alone will not be the deciding factor in the selection process. Issuance of this RFP does not constitute a commitment on the part of the GMA to award a contract pursuant to this RFP. The GMA reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, for any reason, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interests of the GMA. The GMA further reserves the right to make changes to this RFP at any time by issuance of written addendum/addenda, amendment(s) or clarification(s).

C. BACKGROUND

The GMA has outgrown their existing Headquarters, resulting in their plans to construct a new Headquarters on their existing property at 201 Pryor Street. This new Headquarters is currently planned to be located in front of the existing Headquarters with a Parking Deck to be located just north of the buildings on GMA’s property. The new Headquarters will be constructed first while the GMA continues their operations in their existing Headquarters. After the new Headquarters has been completed, the GMA will move their operations into the new Headquarters while the existing headquarters is renovated. At completion of the project GMA operations will be housed in both

buildings.

The GMA is seeking design services for the entire project.

The delivery method for the project will be Construction Manager at Risk. The GMA is anticipating that sustainable concepts would be incorporated into the design of the project where feasible to do so.

The GMA has engaged Program Management Firm, Comprehensive Program Services (CPS), to conduct a Project Discovery Phase. This process has assisted in developing the Budget and Schedule as well as the direction of the project, which includes space programming.

D. SCOPE OF SERVICES

It is anticipated that the Agreement between the GMA and the selected firm (Architect) will contain the following scope of work:

- I.** Serve as the GMA's professional architectural consultant in all phases of the Project described in the Agreement, and assist the GMA by verifying the architectural design program for the Project after which the Firm will describe the major functional elements, space requirements and relationships between the elements, requirements within each space (environmental, acoustical, lighting, electrical, communications—Voice/Data, cabinetry, security, FF&E, etc.), site development requirements (if applicable), code requirements, aesthetic requirements and other special considerations.
- II.** The Basic Services of the selected Architect shall include programming verification efforts, attending meetings and taking other actions as necessary to establish the scope of the Project as dictated by the GMA's needs.
- III.** Provide a preliminary evaluation of the GMA's operating program and the Project Budget requirements, each in terms of the other, and shall review with the GMA and Program Manager.
- IV.** Enter into an Agreement with the GMA substantially in the form of a standard AIA Agreement – B133 - 2014 as modified by the GMA. The Basic Services shall consist of normal architectural services; structural, mechanical (including plumbing), electrical (including voice/data systems), physical and electronic security systems, audio visual and telecommunications, civil engineering and landscape architectural services, FF&E coordination, and any other services included in the Agreement as part of Basic Services. The GMA will procure construction testing services separately.
- V.** Accept that the GMA has entered into an agreement with a Program Manager, Comprehensive Program Services, to work with and on behalf of the GMA through the entire design, construction and transition period of the Project.

- VI. Accept that the GMA will procure the services of a Construction Manager-at-Risk for the construction phase of the work. They will be contracted to work diligently with the Team to provide budgeting, constructability reviews and Bid Package assistance throughout the entire design phase of the Project typical with a Construction Manager-at-Risk procurement process.

Architectural Firm selected for negotiating a contract shall provide a list of Design Team Members and Consultants, which will be included in the contract between the GMA and the Architectural Firm.

Any changes to the Design Team Membership and Consultants listed shall be subject to review and approval by the GMA.

All Local, County, State, and Federal codes and regulations must be followed, especially in regard to Building Codes, Life Safety Codes, and the Americans with Disabilities Act.

Once a contract is executed between the GMA and the successful proposer, the successful proposer will be required to provide the services as required by this RFP by the members of the proposed project team, including any and all consultants. The GMA must first approve any change in or substitution of project team members, including any consultant, in writing.

The successful proposer will provide full architectural and engineering services including, but not limited to:

- Project program and design
- Voice/Data/Communications Systems Design
- Preparation of all specifications and bid documents
- Assistance with evaluation of bid package proposals.
- Interior and exterior signage
- Building plaque
- Landscaping plan including irrigation
- Limited Site Improvements
- Site Lighting
- Americans with Disabilities Act and all other applicable Code Compliance
- Preparation of all change order documents
- Construction contract administration
- FF&E coordination
- Assistance with project documentation
- Provide reproducible as-built drawings and CAD drawings
- Provide reproducible drawings to the GMA through project development and other stages

E. PROPOSAL RESPONSE INFORMATION & FORMAT

The RFP should be prepared per the following Sections as well as a one-page letter of transmittal signed by an owner, officer, or authorized agent of the firm, acknowledging and accepting the terms and conditions of this RFP. An executed Conflict of Interest Statement on the form provided shall be

included with the proposal. An executed "Officer's Oath" on the form provided will be required of the successful Proposer prior to commencing work. The oath shall be filed by the officer whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding on or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the GMA on the contract may be recovered by appropriate action, along with recovery of attorney's fees, costs, and legal interest on sums subject to recovery.

The evaluation by the Selection Committee will be based on the criteria listed below.

1. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project. Please provide who will be the sole responsible person for the performance of Architectural services for the duration of the Project. Please also provide each personnel's existing commitments as well as their role along with their percentage of time to be spent on this Project. (20 Points)

2. Experience/Performance – Review of past performance on projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to the GMA's needs. (30 Points)

3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. This should include a preliminary Project schedule by task and milestones that will be used to administer the Project. (30 Points)

4. Availability – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the GMA. (10 Points)

5. Financial Stability – Evaluation of the overall financial position of the firm as determined from financial information required by the Request for Proposal or from other independent sources. Provide a copy of the Firm's liability insurance certificate. (10 Points)

Architectural firms submitting shall have experience on facilities of equal size, equal cost, and equal complexity.

Provide the following Qualifications and Information within the Sections of the RFP above:

❖ Firm and Consultants'/Engineers' Information

- a. Firm name, address, and telephone number.
- b. Primary contact person(s) and telephone number(s). This person will be the point of contact for the Team throughout the entire Project.

- c. Total number of firm's full-time employees.
- d. Year firm established.
- e. Firm billings for the last three fiscal years.
- f. Firm's billing for the current fiscal year.
- g. Provide a listing and description of all current litigation involving the Firm.
- h. Provide a listing and description of all litigation history for the Firm since and including 2015.
- i. Provide a copy of the most recent completed year's financial Statements (Income Statement and Balance Sheet) for the Firm (Can be submitted in a separate sealed envelope).
- j. List of full service architectural projects completed in the last 3 years
Include: size, cost, total fee, time to complete design services, scope of design services, time to construct facility, description and cost of contractor change orders, special features (energy conservation, etc.), awards received, and type of project.

Provide a list of Projects of similar size, cost, and complexity with Owner Contact Name, contact information, location, project cost, etc.

- k. Provide a description of the firm's special capabilities, techniques or resources that can be contributed to this assignment. A minimum of three references from projects of a similar scope and type shall be submitted with each proposal by the prime firm and sub-consultants. If the three chosen projects do not meet the criteria herein, provide additional references to satisfy the requirements. Particular emphasis should be placed on demonstrating previous experience in related projects. Describe the firm's, or team's, qualifications to complete the work. The planning and/or architectural expertise required to accomplish the complete scope-of-work must be represented either within the firm's in-house staff, or by a team of consulting firms. A team submission must be made by a prime consultant. If the submission is a team submission, describe the previous experience that the prime consultant has had working with the various team members. Identify and provide resume information for Project Manager and the key personnel whose seals will appear on the drawings.
 - Provide the office location where the Design work will be performed.
 - Provide a description of the firm, or team, experience in developing specifications, and providing for the construction of a new public facility. List examples of past projects.
- l. Statement of firm's capability to absorb additional workload, availability of personnel,

and commitment to provide services on a timely basis.

- m. Provide a proposed GMA, Program Manager, Architect/Engineer Organizational Chart which identifies individual names and areas of responsibility.
- n. Provide a comprehensive outline of the steps you propose in order to meet the services required in this RFP. This detail should indicate what is to be done, who individually, and by name is responsible to do it, and when it is to be completed. The Team should provide a design schedule that validates adherence with the GMA's Master Schedule within this RFP.
- o. At your option, you may provide any additional supporting documentation or information which would be helpful in evaluating your firm's qualifications and commitment.
- p. Firms should demonstrate their experience with working on Projects in overlay districts, primarily in the City of Atlanta, and understanding of the associated zoning and permitting requirements. Familiarity with the associated overlay district for this particular property should be evident. The effects of the overlay district requirements should be considered in the master schedule and budget for this project.

F. RESERVED RIGHTS

Issuance of this RFP does not constitute a commitment on the part of the GMA to award a contract pursuant to this RFP. The GMA reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interests of the GMA. The GMA further reserves the right to make changes to this RFP at any time by issuance of written addendum/addenda, amendments(s) or clarification(s).

G. EVALUATION OF PROPOSALS AND ORAL PRESENTATIONS

A Selection Committee will review each response to this RFP and provide a rank list of all the Firms. The Selection Committee will convene and summarize their individual rankings for each Firm. This will establish a list of Firms found by the Selection Committee to have submitted proposals reasonably susceptible of being selected for award. The Selection Committee shall provide for these Firms to be invited to present their proposal to the Committee. At such time, a sealed envelope containing the Firm's fee for the scope of services requested shall be provided at the presentation. After this, the Selection Committee will make a recommendation that the GMA enter into a contract with the Firm whose proposal is determined to be the most advantageous for the GMA, considering all the conditions set forth in the RFP. While price is obviously an important factor, it alone will not be the deciding factor.

H. QUESTIONS

Any vendor that submits a proposal may be requested to provide additional information to the GMA. Such information is only for the purpose of clarification and in no way changes the vendor's proposal as originally submitted. The GMA reserves the right to ask any or all vendors to clarify any portion of their proposals after submission.

I. COSTS OF PROPOSALS AND CONFIDENTIALITY

The GMA is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this RFP. All submittals upon receipt become the property of the GMA. The details of the proposal documents will remain confidential until final award.

J. GENERAL CONDITIONS

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

1. This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
2. This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
3. The Firm has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
4. The Firm has not solicited or induced any person, firm or corporation to refrain from bidding.
5. The Firm has not sought by collusion to obtain for itself any advantages over any other bidder or over the GMA.

K. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM

The GMA participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. *The included Contractor Affidavit must be completed and returned to the GMA with your bid package, as applicable.*

Failure to return the completed document shall result in disqualification of the bid in its entirety.

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT, is entered into as of _____, 2019, by and between _____ (“Receiving Party”) and Georgia Municipal Association, Inc. (“Disclosing Party”).

WHEREAS, the Disclosing Party is beginning a process to obtain Proposals in connection with a potential construction project located at 201 Pryor Street SW, Atlanta, GA 30303 and referred to as the Georgia Municipal Association New Headquarters and Renovation Project (the “Project”); and

WHEREAS, the Receiving Party is interested in being considered as a possible Architect for the Project; and

WHEREAS, the Disclosing Party may provide the Receiving Party with confidential information in the process of considering Receiving Party as a potential Architect for the Project; and

WHEREAS, the Disclosing Party desires to prevent the unauthorized use and disclosure of its confidential information and has requested the Receiving Party to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed as follows:

1. Confidential Information. “Confidential Information” means any information, whether in writing, or in oral, graphic, electronic, or any other form, that is valuable to the Disclosing Party, and is not generally known by the public, derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; such information including without limitation any (a) know-how, idea, invention, process, technique; (b) technical or engineering documents including drawings or specification; (c) pricing data, project pro forma, marketing information, business or economic forecasts; (d) business contacts or relationship information.

2. Use, Dissemination and Protection Obligations. In consideration of the disclosures hereunder, the Receiving Party shall keep in confidence the Disclosing Party’s Confidential Information as set forth in this Agreement. To this end:

2.1 The Receiving Party shall use the Confidential Information only for the purposes of providing to the Disclosing Party pricing, construction scheduling, project logistics or other similar information regarding the Project. Upon the completion of the business objective or the termination of any written agreement pursuant to which a given item of Confidential Information was disclosed, or upon the demand of the disclosing party, an authorized officer of the Receiving Party shall promptly, at the election of the Disclosing Party, either return to the Disclosing Party or destroy (including permanently deleting such Confidential Information from all computer

records) all Confidential Information in the Receiving Party's possession or control relating to such business objective or written agreement, and shall certify to the disclosing party as to such return or destruction.

2.2 The Receiving Party shall not disclose the Confidential Information to third persons without the Disclosing Party's prior written consent, provided that the Receiving Party may disclose the Confidential Information to its employees and authorized agents, partners, principals and consultants on a need-to-know basis. The Receiving Party shall be responsible for ensuring that any of its employees, authorized agents, partners, principals and consultants who receive Confidential Information comply with all provisions of this Agreement.

2.3 The Receiving Party shall exercise the same degree of care with respect to the Disclosing Party's Confidential Information as the Receiving Party normally takes to safeguard and preserve its own confidential information, provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure, the Receiving Party shall immediately notify the Disclosing Party in writing and shall make its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the Receiving Party's obligations or liabilities for breach hereunder.

2.4 This Agreement shall not apply to any information (a) previously known to Receiving Party free of any obligation to keep it confidential; (b) that has been or which becomes publicly known, through no wrongful act of the Receiving Party; (c) which is rightfully received from a third party who is under no obligation of confidence; (d) or which is independently developed by the Receiving Party without resort to the information that has been disclosed pursuant to this Agreement; or (e) is required to be disclosed in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process or any governmental or court order.

3. No Warranty. THE DISCLOSING PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL OF THE CONFIDENTIAL INFORMATION. THE DISCLOSING PARTY SHALL NOT BE LIABLE IN DAMAGES OF ANY KIND AS A RESULT OF THE RECEIVING PARTY'S RELIANCE ON OR USE OF ANY CONFIDENTIAL INFORMATION, UNLESS SUCH RELIANCE OR USE IS EXPRESSLY PERMITTED IN A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

4. No License. No license or conveyance of any rights held by either party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Confidential Information pursuant to this Agreement.

5. No Formal Business Obligations. This Agreement shall not constitute, create, give effect to or otherwise imply (i) a joint venture, pooling arrangement, partnership or formal business organization of any kind, or (ii) any obligation or commitment on either party to enter into a further contract or business relationship with the other party, or (iii) any obligation to disclose, supply or otherwise communicate any information, general or specific, to the other party. Nothing

herein shall be construed as providing for the sharing of profits or losses arising out of efforts of either or both parties.

6. Confidentiality and Intellectual Property Notices. The Receiving Party shall not (nor shall it permit or assist others to) alter or remove any confidentiality label, proprietary label, patent marking, copyright notice or other legend placed on Confidential Information, and shall maintain and place any such notices or legends on applicable Confidential Information or copies thereof as directed by the Disclosing Party. The rights and obligations set forth in this Agreement shall take precedence over any inconsistent specific legend contained on, or any statements made in connection with the disclosure of, any Confidential Information.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia, without regard to its conflicts of law principles.

10. Injunctive Relief and Damages. The parties hereby acknowledge that, due to the unique nature of the Confidential Information, the Disclosing Party's remedies at law are inadequate and that the Disclosing Party will suffer irreparable harm in the event of breach or threatened breach of any provision of this Agreement. Accordingly, in such event, the Disclosing Party shall be entitled to seek preliminary and final injunctive relief without a requirement to post bond, as well as any and all other applicable remedies at law or in equity, including the recovery of damages.

8. Amendments; Waivers; Assignment.

8.1 This Agreement may be amended and any of its terms and conditions may be waived only by a written agreement signed by both parties. No provisions regarding the obligations of the parties with respect to Confidential Information set forth in any subsequent or contemporaneous agreement between the parties will take precedence over this Agreement unless (i) such provisions are specific to a particular business objective, license or other arrangement between the parties and (ii) either (a) such provisions are more stringent than those contained herein or (b) the subsequent agreement specifically refers to this Agreement and waives or amends the applicable provisions hereof.

8.2 The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect its rights at a later time to enforce the same. No waiver by either party of any condition or term shall be deemed to be a continuing waiver of such condition or term or any other condition or term.

8.3 This Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties. Neither this Agreement nor the obligations of either party hereunder shall be assignable or transferable by such party without the prior written consent of the other party. Any attempted assignment of this Agreement without such consent shall be null and void and shall have no effect.

9. Notice. Required communications to the other party ("Notice") shall be in writing. Notice is made by delivery to the other party at its address below, with receipt acknowledged (or refusal to accept delivery established), in person or by a next-day mail or delivery service. The party entitled

to Notice may waive it in writing. Notice is effective when received (or delivery acceptance is refused). A copy of the Notice (which shall not constitute Notice) shall be promptly sent by e-mail.

10. No Publicity. No press release, advertisement, marketing materials or other releases for public consumption concerning or otherwise referring to the terms, conditions or existence of this Agreement shall be published by either party. Neither party shall promote or otherwise disclose the existence of the relationship between the parties evidenced by this Agreement or any other agreement between the parties for purposes of soliciting or procuring sales, clients, investors, financing or other business engagements.

11. Entire Agreement; Counterparts. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings and proposals, oral or written, between the parties with respect to the subject matter hereof are superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Recipient:	Disclosing Party:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

(Failure to submit this form will result in the rejection of your qualifications)

Project Name: Georgia Municipal Association
New Headquarters and Renovation Project

Contractor: _____

STATE OF GEORGIA COUNTY OF: _____

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 **Georgia Municipal Association, Inc.** has registered with, is authorized to use and used 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:

_____ (This is **NOT** an FEI number)
Federal Work Authorization User Identification Number

_____ Date of Authorization

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

Executed on _____, 20____ in (City), (State).

Signature of Authorized Officer or Agent of Contractor

Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE**

_____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

CONFLICT OF INTEREST STATEMENT

As a duly authorized representative of the firm _____

I, _____ with the title _____ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for the GMA, that no employee of the GMA, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for the GMA.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

OFFICER'S OATH

As a duly authorized representative of the firm involved in the bidding for or procuring the contract _

I, _____ with the title _____ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____