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**REQUEST FOR PROPOSAL  
TO PROVIDE  
BANKING SERVICES  
to the  
BRUNSWICK-GLYNN COUNTY  
JOINT WATER AND SEWER COMMISSION**

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**Office of the Director of Procurement**

**Issued October 20, 2014**

**Submission Due by 12:00 Noon, EST on November 19, 2014 to:**

**Mr. Drexal D. Paulk, Sr., CPPO, CPPB  
Joint Water and Sewer Commission  
700 Gloucester Street, Suite 300  
Brunswick, Georgia 31520**

**Please Label Submission with Institution's Name and Address  
And "Sealed Proposal - Banking Services"**

**BRUNSWICK-GLYNN COUNTY  
JOINT WATER AND SEWER COMMISSION**

**REQUEST FOR PROPOSAL – BANKING SERVICES**

**I. OVERVIEW**

The Brunswick-Glynn County Joint Water and Sewer Commission (the “JWSC”), created by an Act of the General Assembly, is requesting proposals from qualified banking institutions, duly authorized in the State of Georgia, interested in providing various banking services to JWSC. The overall system structure and service requirements are defined in the following pages. The JWSC’s objectives are to ensure the highest degree of safety for its financial assets, while at the same time managing its banking relations in a cost efficient manner. The JWSC also seeks to offer improved services and convenience to its customers, employees and suppliers. The JWSC anticipates awarding a contract to the successful proposer no later than December 31, 2014.

**All proposals must include the following: Proposal for Banking Services (Exhibit “A”), Cost Proposal (Exhibit “B”), Additional Information (Exhibit “C”), Proposal Exception Form (Exhibit “D”), Drug Free Workplace Certification (Exhibit “E”), E-Verify Contractor Affidavit and Agreement (Exhibit “F”), and E-Verify Subcontractor Affidavit and Agreement for all proposed subcontractors (Exhibit “G”). Incomplete proposals will not be considered.**

Proposals may not be withdrawn after the time and date set for proposal closing, but shall remain open for acceptance for a period of forty five (45) days following such time.

All proposals are legal and binding. The JWSC shall not allow the proposer to modify or alter his/her proposal after the deadline for submission of proposals. This provision will not prevent the JWSC from seeking clarification from proposers as may be necessary during the evaluation section of this Request For Proposal (“RFP”).

All proposals become property of the JWSC and shall not be returned to the proposer.

*Proposers are cautioned that any documentation submitted with or in support of a proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential,” or “Proprietary,” or in any other manner will not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract.*

**II. SUBMISSION DUE DATE; DELIVERY; COPIES; COSTS**

(a) Due Date

All submissions are due in the office of the Director of Procurement of the JWSC on or before **NOVEMBER 19, 2014 at 12:00 Noon EST**. There will be a non – mandatory pre-proposal conference on **OCTOBER 30, 2014 at 10:00 a.m.** in the JWSC Main Conference room. All

submissions will be marked as to the date and time of receipt. Any submission received after the above stipulated due date and time will not be considered and will be rejected, and may be returned.

(b) Delivery

It shall be the sole responsibility of the proposer to have the submission delivered for receipt as specified herein. If a submission is sent by U.S. Mail, by an overnight delivery service, by courier, or by any other means, the proposer shall be responsible for its timely delivery. Electronic submissions will be accepted with a delivery and read receipt requested by the proposer.

Submissions shall be address and delivered to:

Mr. Drexal D. Paulk, Sr., Director of Procurement  
Brunswick-Glynn County Joint Water and Sewer Commission  
700 Gloucester Street, Suite 300  
Brunswick, Georgia 31520

Email: [dpaulk@bgjwsc.org](mailto:dpaulk@bgjwsc.org)

(c) Original and Copies

Responses must be submitted in **one (1) original and three (3) copies in a sealed envelope and clearly marked "Sealed Proposal - Banking Services". Electronic submissions will not be accepted.**

(d) Cost

All costs incurred in connection with responding to this Request for Proposal, and the evaluation and selection process undertaken in connection with this procurement, and any subsequent negotiations with the JWSC, shall be borne solely by the institution submitting its response. No claims shall be made for reimbursement of expenses as to any stage of the submission preparation or selection process.

### III. CLARIFICATION

Proposers may submit requests for clarification and interpretations regarding the RFP in writing or via email for the JWSC's consideration. The JWSC will not respond to requests received after **November 6, 2014 at 5:00 PM EST**. Proposers are advised that this Section places no obligation on the part of the JWSC to respond to any or all requests for clarification or interpretation, and that the JWSC's failure to respond will not relieve the proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter or email) to the Director of Procurement of the JWSC, at the Gloucester Street address, above, or by email to [dpaulk@bgjwsc.org](mailto:dpaulk@bgjwsc.org) with a delivery and read receipt request.

All responses to written requests for clarification, interpretation, or additional information will be

distributed as addenda to this RFP to all persons registered with the JWSC to have received a copy of the RFP and be posted on the JWSC website (www.bgjwsc.org). Each addenda issued will be numbered consecutively and constitute a part of this RFP. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the RFP Submission Date.

#### **IV. AWARD AND TERM OF CONTRACT**

The successful proposer is expected to enter into a formal contract and/or formal banking resolutions with the JWSC within thirty (30) calendar days after award by the JWSC. If the initial contract/resolutions are not executed within thirty (30) calendar days from the date of the award, then the JWSC may elect to withdraw the award and to award to the next overall best proposal.

The initial term of the contract/resolutions shall be for one (1) year, beginning with the date approved by the JWSC, but not later than January 1, 2015, and terminating one year thereafter, with three one-year options to renew by the JWSC.

All unit prices and other conditions related to banking services described herein shall remain in effect for the first year and the three succeeding option years. If a price decrease occurs, the banking institution shall inform the JWSC of such a decrease. The only exceptions are certain unit prices or procedures, if any, that may be required by the Federal Reserve Bank or any other applicable federal and state laws or regulations.

If the contract/resolutions shall terminate or be likely to terminate prior to the making of a contract/resolutions period, then the JWSC may, with the written consent of the banking institution, extend this contract/resolutions for such period as may be necessary to afford the JWSC a continuous supply of items listed.

#### **V. SUBMISSION EVALUATION AND CRITERIA**

All submissions will be evaluated using the criteria set forth in this Section. Selection will include an analysis of proposals by a committee of the JWSC Executive Director and Director of Procurement who will review the submission in accordance with the submission requirements and evaluation criteria. The committee may request oral interviews and/or site visits.

The JWSC reserves the right to request any and/or all proposers to provide a presentation to the JWSC for purposes of clarification and/or understanding of the services being offered.

When the JWSC has tentatively selected a financial institution, a conference may be requested to formulate plans in greater detail, to clarify the terms and conditions of the contract, and to otherwise complete negotiations prior to the formal award. At any time during the conference(s), the JWSC may choose to modify its choice of the selected financial institution, if the JWSC determines that such a change is in its best interest.

The award of this contract will be made by the Commissioners of the JWSC to the responsible offeror whose proposal is determined, upon written recommendation by the Director of Procurement, to be in the best interests of the JWSC, including the total net cost to the JWSC.

All exceptions to contract specifications must be itemized on Exhibit "D." Details concerning

the exception must be clearly explained. Each exception will be considered by the JWSC as to the degree of impact and total effect on the proposer's response, and will be costed in the final analysis of the proposal. Failure to include an exception on Exhibit "D" will render the exception as invalid and the proposer will be treated as being in compliance with the specification, regardless of intent.

Consideration is made for price, experience, expertise, references and other evaluation factors set for below. The selection criteria used in awarding a contract for banking services as described herein shall include, but is not limited to, the following:

- (1) Quality and completeness of response to all requested items.
- (2) Ability to provide services requested.
- (3) Competitive pricing and costs and flexibility of the proposal.
- (4) Best arrangement and rate for earnings allowance.
- (5) References.
- (6) Financial strength of the banking institution.
- (7) Contingency and disaster recovery.
- (8) Branch locations throughout Glynn County, including the City of Brunswick.
- (9) Capability to handle daylight overdrafts.
- (10) Implementation and time line.

## **VI. SCOPE OF SERVICES**

The JWSC will use a zero balance/concentration account format, with cash balances maintained in one concentration account (hereinafter the Revenue Account) and one (1) payroll and one (1) disbursement account operated as zero balance accounts linked directly to the general account. The disbursement account may utilize positive pay. Any checks presented for payment against the payroll or disbursement account will be covered by a daily transfer from the general account.

### **Account Descriptions**

The JWSC maintains several bank accounts for its operations. These accounts may be restricted as to the source and use of the monies and to the term of investment. Additionally, the JWSC may determine that specified restricted monies may be competitively bid for return, therefore, this RFP is restricted to the following accounts:

- (1) **Revenue Account:** Deposits may be made to the General Account daily. Items will be deposited a second time before being returned to the JWSC. The JWSC deposits an average of 5,000 items per month in addition to payments received through a lockbox account.

(2) **Payroll Account:** The JWSC pays its employees on Fridays, bi-weekly. If a scheduled pay day falls on a legal holiday or the day after Thanksgiving, employees are paid on the last non-holiday date before the regular payday. Currently, the average biweekly payroll (gross) is \$150,000. Approximately 105 full time and part time employees are paid each payroll. Employees may receive paychecks directly or they may utilize automatic deposit. Funds must be available to these employees on the morning of the scheduled pay, no later than 8:00 AM EST. The JWSC will provide direct deposit information to the banking institution in sufficient time to meet the deadline. The JWSC will use whatever format the banking institution proposes. Additional checks may be issued each pay period to remit various withholdings although the JWSC uses ACH transfers for some of these payments. Employee federal and state income tax withholdings will be forwarded via ACH two or three times each month.

(3) **Disbursement Account:** The JWSC issues accounts payable checks weekly. The disbursement account may utilize positive pay and the JWSC will use the format the banking institution proposes. The volume of transactions in the Disbursement Account averages 400 disbursements and \$1,900,000 per month.

**Other Required Services:**

(4) **Collateralization:** In accordance with legal requirements established by the State of Georgia (ref. O.C.G.A. §§ 45-8-12, 45-8-13, 45-8-13.1), the banking institution shall provide for collateralization of all uninsured deposits of public funds. Please submit as an addendum your standard Public Funds Collateral Security Agreement for review.

(5) **Account Reconciliation:** The JWSC will require a statement for each account, along with a consolidated statement summarizing all accounts no later than ten (10) days after the close of the calendar month. The JWSC requires all disbursement and payroll checks paid by the banking institution to be imaged (front and back) to CD-Rom and returned with the monthly bank statement.

(6) **Account Analysis:** The JWSC will require detailed analysis as part of its monthly bank statement. The analysis should include all charges against each account, as well as a consolidated analysis for all accounts.

(7) **Earnings Credit:** The awarded banking institution agrees to pay interest on the collected balance in the Revenue Account on the banking institution's books by 6:00 PM EST. An open repurchase agreement, overnight sweep, earnings credit or other alternative investment vehicle will be established for excess balances in the General Account. Please detail the methodology used to compute earnings credit in Exhibit C. In the event that the General Account is a negative balance, then interest charged on any overdrawn balances will be calculated using the same formula that the JWSC receives on the earnings credit allowance. There will not be penalties assessed, such as overdraft fees on any negative balance. However, the JWSC does not intend as part of its cash management procedures to have a negative balance.

(8) **Wire Transfers:** The JWSC requires the ability to send and receive wire transfers from the General Disbursement and Payroll Accounts. The banking institution will receive and guarantee immediate credit on all incoming wires and wire out funds on the same day as directed by the

authorized JWSC representative. The JWSC will require the capability to access a current report detailing the dollar amount of any incoming wire.

(9) **Online Access:** The JWSC will require online access to its account. Software for this purpose provided by the banking institution must be compatible with the JWSC's computing environment. The banking institution will be required to comply with future standards adopted by the JWSC. The connection from the JWSC workstations to the banking institutions database will be made via a secured connection.

(10) **Online Inquiry:** The banking institution must provide daily balances for all JWSC accounts no later than 11:00 AM EST each day. The report must include ledger, collected and available balances, total debit and credit information, incoming and outgoing wires, ACH debits and credits, the current balance, daily interest earnings and daily rate paid on the open repurchase agreement. The JWSC will also need the capability to access a report of all checks that cleared during the day containing the check number, amount and payee. The JWSC may provide to the banking institution a file for all checks listing the above information when they are issued. In addition the JWSC requires the ability to initiate stop payments online.

(11) **ACH Transfers:** The JWSC may send and receive ACH transfers on a daily basis. The JWSC requires that the financial institution selected is the host banking institution for these transfers. Please provide on Exhibit "B" the per unit charge for ACH transfers.

(12) **Designated Account Executive:** The JWSC requires that the proposing banking institution provide the name of a designated account executive, as well as an alternate. The designated account executive **must** have the authority to make timely decisions in the normal course of business.

Should the JWSC require additional accounts or expanded services during the term of its contract for banking services, such accounts and services will be provided at rates set forth in the contract year then in effect. If such services are not covered in the contract, then a rate will be negotiated between the banking institution and the JWSC.

### **Additional Services**

**If the banking institution would like to submit a proposal for additional services or would like to offer an alternative solution for an item in the RFP, please include one (1) original and two (2) copies, and place them in a separate envelope labeled "Sealed Proposal – Additional Service" .**

**For any additional or alternative service to be considered, it must be accompanied by a full and complete Proposal for Banking Services.**

## **VII. SUBMISSION FORMAT**

**PLEASE FOLLOW THESE INSTRUCTIONS WHEN RESPONDING TO THIS REQUEST FOR PROPOSAL, USING THE EXHIBITS ATTACHED HERETO SUPPLEMENT THIS FORMAT.**

**Tab I – Transmittal Letter:** The letter should address the banking institution's willingness and

commitment, if selected to provide the services, and why the banking institution thinks it should be selected. The letter should be addressed to Drexal D. Paulk, Sr., Director of Procurement as stated herein.

## **Tab II – Table of Contents**

### **Tab III – Banking Institution and Staff Profile:** Respond to the following sections:

(1) *Overview:* Provide a corporate overview of your banking institution including commitment to JWSC and community involvement.

(2) *Experience:* Describe the banking institution's experience in providing services to the public sector. Include exclusive resources dedicated for the public sector. Provide three references most comparable to our size and financial needs that we may contact. Include a brief description of the services provided, how long such services have been provided and a contact person and telephone number for each client described.

(3) *Relationship Management:* Describe the relationship team that will be assigned to service our relationship. Describe the individual roles, responsibility and briefly detailing credential and relating banking experience.

(4) *Customer Service:* Describe the customer service process at your banking institution.

(5) *Compliance and Exceptions:* Include a statement to confirm your banking institution's compliance to our required services. Also include a list of exceptions to required services on Exhibit "D".

(6) *Cost:* Prepare a cost proposal based on unit price for the scope of services described herein for the first year term of the contract, and show estimated increases, if any, for option years two and three.

**Tab IV – Deposit Processing:** Describe how the banking institution would accommodate the volume associated with our accounts. Also include information on the processing of returned items in this section.

**Tab V – Account Reconciliation:** The banking institution must provide monthly account reconciliation reports, bank statements, account analysis statement, confirmations and other report related features. The banking institution must be able to provide various reports and statement in a computer media and also provide specialized reports, where feasible, as needed.

**Tab VI – Electronic Money Transfer:** Describe the banking institution's incoming and outgoing electronic money transfer services. Include safeguards and security measures offered by your service.

**Tab VII – Balance Reporting:** The banking institution must have an electronic communication/file transmission system to allow the JWSC to receive previous day balance and transaction information for each designated account. The system must also have wire transfer



capability as described herein. Describe the balance reporting system offered by the banking institution, its features, including “user-friendliness.”

**Tab VIII – Direct Deposit:** The banking institution bank must have the capability to accommodate a wide range of electronic payment and deposit services. The JWSC will utilize direct deposit services for its bi-weekly payroll. Describe the banking institution’s direct deposit services.

**Tab IX – Contingency/Disaster Recovery Plan:** Describe the banking institution’s Contingency and Disaster Recovery Plan.

**Tab X – Interest Bearing Account:** Describe the banking institution’s options for earning interest on operating cash. Also include other investment options available to maximize JWSC’s earnings potential.

**Tab XI – Collected Balances and Earnings Allowance:** Describe the banking institution’s calculation of collected balances and calculation of charges for funds advanced.

**Tab XII – Collateralization:** Describe the banking institution’s ability to provide collateralization of JWSC accounts according to Georgia law.

**Tab XIII – Transition and Start-Up Plan:** Describe the overall plan the banking institution would coordinate to ensure a smooth transition and start-up of services. The banking institution must also provide on-site training to JWSC personnel for the operation and use of the banking institution’s services and automated systems for all areas of service.

**Tab XIV – Service Enhancements:** Based upon information presented in our RFP and the banking institution’s knowledge of the public sector, describe any enhancements, technological or otherwise, that the JWSC should consider to improve operational or cash management efficiencies.

**Tab XV – Identity Theft Program:** Describe the banking institution’s program to detect, prevent and mitigate identity theft relative to JWSC accounts.

**Tab XVI – Additional Information:** Describe any other information not previously mentioned that the banking institution thinks should be given consideration.

## **VIII. RESERVED RIGHTS**

The JWSC reserves the right to accept or reject any and/or all proposals, to waive irregularities, technicalities or informalities in any in any proposal or in the proposal procedures, and to accept or reject any item or combination of items, and to re-advertise for submissions. There is no obligation on the part of the JWSC to award the contract to the lowest proposer.

The JWSC reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting contracts most advantageous and in the best interests of the JWSC. The JWSC shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

**IX. INDEMNIFICATION**

The successful proposer agrees to indemnify and hold harmless the JWSC, its employees, officers, and agents for any claim or liability arising under a contract with the JWSC due to any act or omission of the said proposer.

**X. GOVERNING LAW**

The contract shall be construed and governed in accordance with the laws of the State of Georgia. Any controversy or claim arising out of or relation to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in Glynn County, Georgia.

**XI. PROTEST OF AWARD**

All protests of the award or rejection of a purchase must be filed in writing with the JWSC within ten (10) days after the award of bid or proposal. The protest must describe in detail all alleged deficiencies. Any violations of law not specifically set forth in the protest are deemed waived. The validity of the protest shall be determined by the JWSC Executive Director and the review shall be limited to any alleged violation of federal, state or local law.

**INTENTIONALLY LEFT BLANK**

# EXHIBIT "A"

## Proposal for Banking Services

The undersigned, being a duly authorized officer of the banking institution listed below, does hereby present this proposal for various banking services and expressly accepts, unless excepted on Exhibit "D," the terms specified in the Brunswick-Glynn County Joint Water and Sewer Commission's Request for Proposal, and said officer has ascertained the accuracy of the proposal before submitting it to the JWSC.

Further, the undersigned certifies the following:

(1) The proposal has been developed independent of all other proposers and has been submitted without collusion, agreement, understanding or any other course of action designed to limit competition with any other banking institution which provides or could provide the services described in the Request for Proposal;

(2) The banking institution has the resources and experience necessary for full performance of all banking services quoted in its proposal; and

(3) The banking institution is a qualified depository under Georgia statutes.

**Respectfully Submitted,**

By: \_\_\_\_\_  
(Authorized Officer)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

(SEAL)

Attest by: \_\_\_\_\_

Its: \_\_\_\_\_

**THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL  
EXHIBIT "B"**

**Cost Proposal**

UTILIZE THIS SHEET AS THE COVER PAGE TO THE COST PROPOSAL

## EXHIBIT "C"

### Additional Information

1. Please describe the programs or actions the banking institution has initiated to serve the citizens of Glynn County and the community. Examples might include affordable housing programs, sponsorship of community events or philanthropic work.
2. Please detail the methodology used to calculate earnings credit on available balances in the general account as well as the rate that would have been paid using this methodology for each business day in 2014.
3. Provide references from any local government clients located within the State of Georgia. The references should include the name and mailing address of the jurisdiction, along with the contact name, telephone number and e-mail. State the specific banking relationships for each reference.
4. Provide a list of locations and operating hours of all branches located within Glynn County.
5. Provide a description of your bank's policy of handling daylight overdrafts.
6. Provide the name and resumes of the designated account executive, the alternate, along with the point of contact and any other personnel at the bank who would provide direct services to the JWSC.
7. Provide a detailed description of the banks PC based systems, the functions that can be performed and the types and availability of reports.
8. Provide your proposal for the custodial services.
9. Provide sample agreements for wire transfers and collateralization.
10. Provide one (1) copy of the independent audited financial statement for the previous three (3) fiscal years.
11. Provide a schedule of availability of funds on checks made payable to the JWSC, and
  - (a) drawn on your bank;
  - (b) issued by another government;
  - (c) drawn on another Georgia bank; and
  - (d) drawn on an out of state bank.

## EXHIBIT “D”

### PROPOSAL EXCEPTION FORM

The bank wishes to take exceptions to the following items:

<u>Page</u>	<u>Item</u>	<u>Estimated Cost(s)</u>	<u>Explanation</u>
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**IF THE BANKING INSTITUTION DOES NOT WISH TO TAKE EXCEPTION TO ANY OF THE TERMS IN THE RFP, THEN PLEASE NOTE “No EXCEPTIONS.”**

# EXHIBIT "E"

## DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug free workplace, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any State, for violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "F"**

*Georgia Security & Immigration Compliance (GSIC) Act*

**E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT**

The Brunswick-Glynn County Joint Water and Sewer Commission and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as :E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of 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 applicable provisions and deadlines established in O.C.G.A. §13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
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).  
Authority O.C.G.A. §13-10-91. **History.** Original Rule entitled "Contractor Affidavit and Agreement" adopted F. May 25, 2007; eff. June18, 2007, as specified by the Agency.



**EXHIBIT "G"**

*Georgia Security & Immigration Compliance (GSIC) Act*

**E-VERIFY SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

The Brunswick-Glynn County Joint Water and Sewer Commission and Subcontractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 contracting with \_\_\_\_\_ a Contractor contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of 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 applicable provisions and deadlines established in O.C.G.A. §13-10-91.* The undersigned Subcontractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Subcontractor agrees that, should it employ or contract with any other subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Subcontractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Subcontractor further agrees the Subcontractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Subcontractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF SUBCONTRACTOR

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
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).  
Authority O.C.G.A. §13-10-91.