

### REQUEST FOR PROPOSAL NUMBER 19-248

For Continuity of Operations Planning (COOP)

# REQUEST FOR PROPOSAL DUE:

May 10, 2019 @ 2:00pm EST No Pre-Proposal meeting.

RFP will only be accepted in hard copy (see instructions). No submittals via e-mail or fax.

### Information concerning this solicitation may be found at: http://www.Brookhavenga.gov

This website will have RFP, Q&A and any clarifications, schedule changes and other important information. **Proposers should check** these electronic pages daily!

Questions shall be directed to City of Brookhaven Purchasing Manager, by April 26, 2019 by 5:00pm EST. to: Purchasing@brookhavenga.gov. No questions will be accepted after this date.

All spaces below are to be filled in and Proposal Letter on page two must be signed where indicated. Failure to sign and return

Proposal Letter may cause rejection.

Request for Proposal Submitted by:

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

Contact Name: \_\_\_\_\_\_\_

Address: \_\_\_\_\_\_

Telephone: \_\_\_\_\_\_ Facsimile: \_\_\_\_\_\_

E-Mail:

### City of Brookhaven

### PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Brookhaven Vendor Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Brookhaven, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Brookhaven.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Brookhaven reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

# PROPOSAL SIGNATURE AND CERTIFICATION (Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature	Date
Print/Type Name	
Print/Type Company Name Here	

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**Exhibit A City Organization Chart** 

### 1.0 INTRODUCTION

### 1.1 Purpose of Procurement

The purpose of this Request for Proposal (RFP) is to select a qualified firm or consultant to develop a Continuity of Operations Plan (COOP). Proposer's shall submit Request for Proposal (RFP) to the City which will be based on information provided herein. The term of contract shall be one (1) year from the date of award with an option to renew.

### 1.2 Basic Guidelines for This Request for Proposal

Pursuant to the provisions of the city ordinance, the City of Brookhaven has determined that the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition of the services and/or commodities described herein. Competitive sealed RFP shall be submitted in response hereto and shall be opened in the same manner as competitive sealed bids.

### 1.3 Restrictions on Communications with Staff/Buyer of Record

From the issue date of this RFP until Consultants are selected and selections announced, offerors are not allowed to communicate for any reason with any City Staff except through the Purchasing Manager or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the RFP of the offending offeror. All questions concerning this RFP must be submitted in writing (e-mail preferred) to the Purchasing Manager. No questions other than written will be accepted. No response other than written will be binding upon the City. The Purchasing Manager for this project is:

Tyra Little
Purchasing Manager
City of Brookhaven
4362 Peachtree Road
Brookhaven, GA 30319
purchasing@brookhavenga.gov

### 1.4 Project Manager

The successful consultant will report to the City Manager or his/her designee. Successful Consultant agrees to take direction from the City Manager or designee to make all project documentation (time sheets, etc.) available upon request. The City Manager or designee shall have sole discretion as to the acceptability of all workers prior to working on site and has the right to require a replacement. Identification badges will be issued and required while on site. The successful consultant agrees to follow proper safety precautions.

### 2.0 DESCRIPTION OF REQUIREMENTS

### 2.1 Introduction

The City of Brookhaven has established certain requirements with respect to proposals to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to meet any mandatory requirement will cause rejection of Offeror's RFP.

Whenever the terms "can", "may", or "should" are used in the RFP, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

### 2.2 **Objective of the Procurement**

### 2.2.1 Scope of Work

The City is requesting proposals for Professional Services to complete the City's first COOP. The City is developing the COOP to ensure that the City maintains essential services and mission-critical functions during natural, manmade and technological disasters or emergency incidents (e.g. windstorms, fires, blizzards, floods, bombs) or cyber threats.

## **Background Information**

The City currently provides planning, permitting, and building services as well as police and other related public safety services. The City also provides park and street maintenance, and recreational, economic development. The City does not provide fire, emergency medical services or any utilities, as such services are provided by other separately governed municipal, quasi-municipal, and private entities.

The Consultant will have access to City departmental baseline data on business continuity readiness and needs collected during the past year.

See Exhibit City Organization Chart page 18.

### Communications

All communications related to responding to this RFP are to be directed to the Purchasing Manager, at <a href="mailto:purchasing@brookhavenga.gov">purchasing@brookhavenga.gov</a>. Unauthorized contact regarding this RFP with other parties shall result in automatic disqualification. Any oral communications by purchasing will be considered unofficial and non-binding on the City.

The Consultant shall provide a brief narrative demonstrating their approach to accomplish the following tasks:

## Task 1: Assess the City's Mission Critical Functions

The Consultant shall assess the City's mission-critical functions in order to determine areas of potential vulnerability and the sufficiency of back-up systems with respect to emergency incident disruption. The Consultants shall develop recommendations to mitigate the deficiencies found to maintaining mission critical operations. This analysis shall examine all City Department operations, review succession planning (the chain of command) and the organizational relationship between the City and post-emergency response resources (e.g. State, County and Local).

Mission-critical functions at City Hall include:

- 1. Building Services (Permits, Plan Reviews and Inspections)
- 2. Licensing
- 3. Procurement
- 4. Local Tax Collection
- 5. Finance (Payroll and Payables Processing)
- 6. Information Technology (IT Functions, Infrastructure)
- 7. Public Works (Road Maintenance and Traffic Control)
- 8. Storm Water Control
- 9. Communications
- 10. City Clerk and Human Resources Functions
- 11. Fire Safety Compliance
- 12. Other

### Task 2: Continuity of Operations Plan (COOP)

Once **Task 1** has been completed, the Consultant shall develop a comprehensive COOP to ensure the City maintains identified mission-critical functions in an emergency scenario. The COOP shall also include analysis of mission-critical personnel, and implementation procedures to ensure continued operations during an emergency event. The City expects the Consultant to prioritize those mission-critical functions most essential to maintain during an emergency. The COOP shall describe the anticipated resources and associated cost needed for plan implementation. The City expects the Consultant to recognize and identify potential unique arrangements where certain critical services could be provided by other outside entities.

### Task 3: Plan Testing, Training and Evaluation

The Consultant shall assist the City in testing the plan in a manner consistent with generally accepted protocols. The Consultant shall be responsible for developing materials for use in training staff for an actual City Hall relocation drill. The Consultant shall conduct training for appropriate staff to successfully implement the evacuation/relocation drill. The Consultant's response shall include a narrative of how they intend to conduct a test evacuation drill and training, including the timing and general outline of testing protocols and procedures. The Consultant will be expected to assist the project manager in conducting a post-exercise After Action Meeting and preparing a Lessons Learned Report.

Task 4: Work Schedule and Deliverables (D)	Months		
Collect and Analyze Data	2		
<ul> <li>Preliminary Findings (Progress Meeting)</li> </ul>	3		
• Complete Draft Plan (D)	5		
<ul> <li>Review and Revise Draft Plan</li> </ul>	6		
<ul> <li>Test Drill Preparations</li> </ul>	7		
<ul> <li>Conduct Test Evacuation Drill (D)</li> </ul>	7-12		
<ul> <li>After Action (AA) Meeting</li> </ul>	7-12		
<ul> <li>AA Lessons Learned Report (D)</li> </ul>	7-12		
• Final COOP Plan (D)	7-12		

### Task 5: Ongoing Communications and Presentations

At a minimum, the successful Consultant will:

- Maintain ongoing communication with the project manager on the overall planning and development of the COOP; and
- 2. Provide a presentation of the COOP to designated City staff and elected officials.
- 3. Work with City Communications Department to inform the public appropriately for the relocation drill.

### **Task 6: COOP Federal Compliance**

It is necessary that the City's COOP follow federal disaster preparedness regulations, requirements, and guidelines, including but not limited to Federal Continuity Directives ("FCDs") 1 and 2, and the FEMA COOP Continuity Planning Guidance. Consultant shall also ensure that the COOP complies with any other applicable federal and/or state emergency preparedness statutes or regulations.

## 2.2.2 Consultant Proposal

Offerors will include the following information supporting their Proposal:

- The proposal will describe and demonstrate useful approaches for effective project delivery, and best practices. Include discussion of understanding of all applicable federal and state laws and experience with such laws.
- A list of industry trained personnel on staff and their resume.
- Copy of business license and proof of being in business at least five (5) years.
- Provide three letters of recommendation from individuals, businesses or agencies that have used your company for similar services. Provide three references that the City may contact.
- A reference list of three (3) similar current and past projects including contact name and telephone number, email, project dates, and project value. Naming of a reference is considered permission to contact the reference. The City may contact outside individuals, whether offered as references or not. The City retains the right to use such information in its decision.
- Provide two (2) examples of completed COOP's (or similar plans) you have prepared for similar municipalities.

### 2.2.3 Quality Assurance

All work will be performed and completed to the satisfaction and acceptance of the owner. Consultant will abide by all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

### 3.0 STATEMENT SUBMISSION AND EVALUATION

### 3.1 Economy of Presentation

The Offeror response shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

### 3.2 Required Organization of Offeror's RFP

The RFP package must be organized in a manner such that the requirements in the RFP are cross-referenced with the submitted proposal document. It is mandatory that the requirements from the RFP be captured at one location at the beginning of the proposal.

### 3.3 Submission of RFP

The packages shall be in **sealed envelopes** and identified as follows:

RFP Number: 19-248 Continuity of Operations Plan (COOP) Opening Date and Time: May 10, 2019 @ 2:00 p.m. Est. Question due April 26, 2019 at 5:00 PM Est.

All packages are due at the location specified no later than the date and time specified herein.

The RFP package must include detailed information relative to Section 2.2.2, Consultants Proposal, as required. The Proposal Letter, included as page two of this RFP, must be included in the package and must be signed by a person authorized to legally bind the company.

One (1) original document and one USB/Flash Drive of the RFP must be submitted in a sealed envelope, along with one (1) copy of the cost in a sealed envelope.

# FAILURE TO INCLUDE THIS SIGNED STATEMENT LETTER WILL RESULT IN THE REJECTION OF YOUR RESPONSE.

## 3.4 Evaluation Criteria and Process

## 3.4.1 Review of RFPs

All RFPs received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each RFP will be reviewed to ensure that the Offeror submitted all information required in the RFP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All RFP that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.

(15 -- : -- -- )

Submissions shall be evaluated on the following scoring system:

Subject matter experience, qualifications and interview presentation	(45 points)
Approach to scope of work and schedule	(30 points)
Completeness of proposal	(10 points)
Cost Proposal	(15 points)
Total:	(100 points)

### 3.4.2 Evaluation Committee

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFP Section 2.2.2, Consultant Proposal. Discussions may be conducted by the City of Brookhaven with responsible Offerors who submit RFP determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

### 3.4.3 Award of Contract

Awards of contract shall be made to the responsible Offerors who have successfully submitted an RFP and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Brookhaven reserves the right to reject all RFP's submitted in response to this RFP.

### 4.0 TERMS AND CONDITIONS

### 4.1 Vendor Registration

Vendors responding to this RFP need to become a registered Vendor to sell products or services to the City of Brookhaven. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors including invoice payments. A Vendor Application is available at <a href="https://www.brookhavenga.gov">www.brookhavenga.gov</a>

If you have any question or concerns, please feel free to email:

City of Brookhaven 4362 Peachtree Road NE Brookhaven, GA 30319 Purchasing Office purchasing@brookhavenga.gov

### 4.2 RFP Amendments

The City of Brookhaven reserves the right to addend the RFP prior to the date of RFP submission. Addenda will be posted to the Brookhaven website at <a href="https://www.brookhavenga.gov">www.brookhavenga.gov</a>.

### 4.3 Statement Withdrawal

Prior to the due date, a submitted RFP may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

### 4.4 Contract

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's RFP and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

### 4.5 Payment for Services

The Successful Consultant shall be compensated upon acceptance of a correct and acceptable invoice for services rendered for the previous month with the final payment upon project completion and acceptance by the project manager. Acceptable invoices will have attached documentation.

### 4.6 Conflict of Interest

If an Offeror has any existing client relationship(s) that involves the City of Brookhaven that would prevent their being objective, the Offeror must disclose such relationship(s).

### 4.7 Confidentiality Requirements

The staff members that are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Vendor proposals.

## 4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the Consultant certifying to the City that a drug-free workplace will be provided for the Consultant's employees during the performance of the contract as required by the "Drug-Free Workplace Act' (O.C.G.A. 50-24-1).

### 4.9 Financial Information

The Department is concerned about proposers' financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the Department reserves the right to perform additional due diligence in this area, at the sole discretion of the Department, prior to award of any contract.

### 5.0 **INSURANCE**

Respondents shall be required to meet the insurance requirements set forth. All respondents shall provide a W9 and the Georgia Security and Immigration Compliance Act Affidavit form with all bid packages involving the "performance of physical services" to be considered.

### 5.1 Worker's Compensation

Required documentation includes certificate from insurance company showing issuance of Worker's Compensation coverage for the State of Georgia.

### 5.1.1 Comprehensive General Liability Insurance

Bodily Injury Liability \$300,000 each person

\$500,000 each occurrence \$1,000,000 aggregate

Property Damage Liability \$100,000 each occurrence

\$1,000,000 aggregate

5.1.2 Comprehensive Auto Liability Insurance

Bodily Injury Liability \$300,000 each person

\$1,000,000 each occurrence

Property Damage Liability \$100,000 each occurrence

5.1.3 Excess Umbrella Liability

Combined Single Limit Bodily Injury and / or Property Damage

\$100,000 each occurrence \$1,000,000 aggregate

5.1.4 Guidelines

The Consultant shall provide the City of Brookhaven with a certified copy of each of the policies, or binders indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered; it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the official City of Brookhaven representative. A renewal policy or certificate shall be delivered to the City of Brookhaven at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Brookhaven as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Brookhaven, the Consultant shall deliver to the City of Brookhaven representative upon demand a certified copy of any policy required herein for review.

The Consultant does hereby agree to indemnify, defend and save harmless the City of Brookhaven against all claims of any nature whatsoever, including, but not limited to, damages to property of the City of Brookhaven or injury to employees or visitors of the City of Brookhaven arising out of any of the operations included in this RFP and agreement.

## 6.0 **CERTIFICATION**

My commission expires on the above date.

	g so on the City o	f Brookhaven premises. I understand that, upon propereated.	
Given under my hand this	day of	, 20	
		Name of Firm	-
		Signature	_
		Title	-
		Business Address	-
		Email address	_
Sworn to and subscribed before me			
this, 20	_•		
Notary Public	_		

By my signature below, it is certified that my firm can meet all terms of the statement of Proposal and will perform the services

## COST PROPOSAL

COOP PLAN COST	
TOTAL COST (including travel, etc.) \$	

Cost shall be placed in a separate envelope marked RFP 19-248 Continuity of Operation Plan Fee Proposal.

## DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

(1)	A drug	g-free	work	olace v	vill be provided	for the Consul	tant's emp	loyees du	ring the p	performa	ince of the	he Contra	act; and	
(2)	Each Consultant who hires a SubConsultant to work in a drug-free workplace shall secure from that SubConsultant the following written certification:													
	"As	part	of	the	subcontracting	agreement	with _						(Consultant	:)
						(SubCon	sultant) ce	rtifies to t	the Consu	ultant th	at a drug	free wor	kplace will b	) (
	provid	led for	the S	ubCon	sultant's emplo	yees during the	performan	ce of this	Contract	pursuar	it to para	graph (7)	) of subsectio	n
	(b) of	Code	Section	on 50-2	24-03."									
or use o	f a cont	rolled			ifies that he will r marijuana duri	~ ~				e, distrib	ution, di	spensatio	on, possession	n,
Compan	ny Name	e												
BY: Au	thorized	l Offic	er or	Agent	Date									
(Consul				Agent	Date									
T'.1 . C														
l'itle of	Authori	ized O	fficer	or Age	ent of Consultar	ıt								
Printed	Name o	f Autl	orize	d Offic	cer or Agent									

# AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION (Offeror to complete, sign and return with Technical Proposal)

By executing this affidavit under oath, as an applicant for a City of Brookhaven, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Brookhaven license/permit and/or contract for

[Name of natural person applying on behalf of individual, business,	corporation, partnership, or other private entity]
1)I am a United States citizen	
OR	
2)I am a legal permanent resident 18 years of age of under the Federal Immigration and Nationality Act 18 years of age of	
In making the above representation under oath, I understand that any por fraudulent statement or representation in an affidavit shall be guilty of Georgia.	
Signature of Applicant:	Date:
Printed Name:	
*Alien Registration number for non-citizens	
**PLEASE INCLUDE A COPY OF YOUR PERMANENT RES GREEN CARD, OR PASSPORT WITH A COPY OF YOU PERMANENT RESIDENT (#2).	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	DAY OF
Notary Public:	<u> </u>
My Commission Expires:	<u> </u>

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

## O.C.G.A. § 50-36-1(e)(2) SAVE Affidavit Verifying Status for City Public Benefit

## \*\*This form is required for ALL LICENSES/PERMITS by State Law\*\*

By	executing this affidavit	under oath, as an applicant for a(r	n) cupational tax certificate or other
Do		rate a business], as referenced in O.C.G	.A. § 50-36-1, from the City of
	<i>,</i> ———	a United States citizen urrent State Driver's License, Passport, or Military IL	<b>)</b> )
		a legal permanent resident of the United States** ur current State Driver's License and either a cop urd)	py of your Permanent Resident Card or
	alier	a qualified alien or non-immigrant under the Federal number issued by the Department of Homeland Secur ur current State Driver's License and either a cop urd)	rity or other federal immigration agency.**
		y alien number issued by the Department of Homela	nd Security or other federal immigration 
		eby verifies that he or she is 18 years of age or older O.C.G.A. § 50-36- I(e)(1), with this affidavit.	and has provided at least one secure and
The	secure and verifiable document	provided with this affidavit can best be classified as:	
frau		under oath, I understand that any person who knowition in an affidavit shall be guilty of a violation of al statute.	
Exec	cuted in	(city),(state).	
		Signature of Applicant	 Date
		Printed Name of Applicant	
SUB	SSCRIBED AND SWORN BEFO	RE ME ON THIS THEDAY	OF
	TARY PUBLIC/SEAL My nmission Expires:		

