



Jackson County Board of Commissioners

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Request for Qualifications (RFQ)

for

On-Call Professional Engineering & Consulting Services

Publish Date: August 8, 2023

Issued By: Jackson County Government
67 Athens Street
Jefferson, GA 30549

Inquiries: Kenneth Morris, Purchasing Manager
706-367-6309
kmorris@jacksoncountygov.com

RFQ Due: Friday, September 8, 2023 by 10:00AM, EST

RESPONSE SIGNATURE AND CERTIFICATION

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response (“Proposer”) 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 Response and certify that I am authorized to sign this Response for Proposer. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Proposer: _____

Date: _____

Print/Type Name: _____

Print/Type Proposer Name Here: _____

Company Name: _____

JACKSON COUNTY GOVERNMENT
REQUEST FOR QUALIFICATIONS (RFQ)

ON-CALL PROFESSIONAL ENGINEERING/CONSULTING SERVICES

SECTION 1: BACKGROUND

A. Purpose

The County of Jackson (“County”) is seeking Qualifications from highly qualified firms experienced in On-Call Professional Engineering & Consulting Services to provide all personnel, materials and services necessary to provide professional Engineering & Consulting Services for various projects.

The County wishes to form a Partnership with a firm that can provide “*quality* and *timely*” delivery of projects. These projects will be locally funded utilizing General Fund, SPLOST, and other Special Revenue Funds as they come available.

B. General Information About the Jackson County, GA

Located in Northeast Georgia, Jackson County has 342 square miles of land area. Interstate 85 bisects Jackson County and has four interchanges along its corridor. Jackson County is a major logistics hub for a large portion of the eastern U.S. Jackson County is one of the fastest growing counties in Georgia with current population estimates at 85,000.

SECTION 2: SCOPE OF SERVICES

The County may contract with one or more approved qualified consultants/firms to expedite future projects that may include transportation engineering, civil engineering, and/or any combination thereof on an as needed basis.

Projects may include the following: (not all-inclusive)

Transportation Design

- Highway/Roadway Design (2 lane, multi-lane, intersection improvement, etc.)
- Highway/Roadway Structures (drainage, bridges, designed and standard wall systems)
- Topography/Survey
- NEPA/GEPA
- Utility Locate and Coordination
- Right of Way Acquisition
- Geotechnical (for design and construction)
- Cost Estimation/Construction Bidding and Negotiations
- Construction Engineering Inspection (CEI)

- Traffic Signal Design
- Programming/Planning

Civil Engineering

- Stormwater Design/Stormwater Management/Stormwater Analysis
- Parking Lot Design / Improvement
- Sidewalk Design
- Path/Bike Design
- Soil/Erosion Control Design
- Flood Studies
- Plan Review
- Miscellaneous

Other

- Median Design Improvements
- Surveying
- Feasibility Assessments
- As-Built Documentation
- Program/Construction Management
- Permitting – state, local, environmental

The County will contact the awarded consultants as needed with engineering projects to obtain proposals/quotes. The County is seeking consultants that have a minimum of ten (10) years' experience with all aspects of civil engineering, transportation engineering, and construction management.

SECTION 3: PROPOSAL CONTENT AND FORMAT

In order for the County to adequately compare and evaluate qualifications, all qualifications must be submitted in accordance with format detailed in the following pages.

Cover Letter: (One printed page maximum.) The letter should designate the proposing firm, the business address of where the relationship will be housed, and be signed by authorized company officers. The letter should address the firm's willingness and commitment to provide the proposed services and why the firm believes it should be selected.

Table of Contents: (One-page maximum) Table of Contents should follow the RFQ format.

Company Profile: Consultants should respond to the following:

- 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

RFQ

On-Call Professional Engineering & Consulting Services

Team throughout the entire Project.

- c) Total number of firm's full-time employees
- d) Provide a listing and description of all current litigation involving the Firm.
- e) Provide a listing and description of all litigation history for the Firm since and including 2010
- f) Provide a description of the firm's special capabilities, techniques or resources that can be contributed to any given Engineering/Design assignment. Describe the firm's, or team's, qualifications to complete the work. The planning and/or engineering 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.

Company Overview: General overview of company, how long the company been in business, customer service philosophy, and identification of the primary office which will be supporting the County. (Minimum ten (10) years.)

Experience: Company's direct experience in servicing public sector clients. Include the number of services offered.

Hourly Rates & Fee Schedule: Please provide an hour rate for key employees and well as a fee schedule. Within the 3-year contract term please include, if any, anticipated rate changes/percentages in your schedule

Senior Management Profiles: Provide profiles/resumes of key members of your senior management team. Include address, email address and phone numbers for their base offices.

Account Project Manager Profiles: Provide a profile/resume for the proposed project manager/executive assigned to the County.

References: Include three (3) references. Utilize the sample client authorization letter sheet provided in Exhibit A.

Photographs: The Consultant must submit no more than five (5) examples of photographs or examples of similar projects

Insurance Requirements: All firms must be up to date on Certificate of Liability Insurance that must include Worker's Compensation.

Minimum Insurance Requirements:

- General Liability - \$1million – single occurrence, \$2 million on the aggregate
- Auto Liability - \$1 million
- Worker's Compensation – Statutory or minimum \$500,000
- "Umbrella Liability" – Prefer \$3-4 million

Other Requirements: Proposals must meet certain **mandatory** criteria in order to qualify for further evaluation. Any "no" answer to the first and last questions will disqualify the proposal. A "yes" answer to the second and third question will require a written explanation, and may disqualify the proposal.

RFQ

On-Call Professional Engineering & Consulting Services

1. Is the Consultant properly licensed?
2. Has disciplinary action been taken or is pending against the Consultant?
3. Has the Consultant been barred from providing work on Federal, State or County construction projects?
4. Is the Consultant using E-Verify in compliance with State and County laws?

SECTION 4: SUBMISSION OF RESPONSE

Each Response to this RFQ shall address the elements described in the **Scope of Services (Section 2)** and **Contents of Response-including questions/other requirements (Section 3)**. The Proposer shall describe its approach and experience in each area.

Responses shall be as succinct as possible while completely providing all requested information. Responses should be kept to a maximum of thirty (30) pages not including required forms or certifications.

Proposer's shall complete and include the following forms found in the Exhibit's Section of the Example Contract (Exhibit A):

- EXHIBIT B Client Authorization Letter
- EXHIBIT C Certification of Sponsor Drug-Free Workplace
- EXHIBIT D Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

(Does not count toward total page number.)

All Responses must be in writing delivered to:

Kenneth Morris, Purchasing Manager
Jackson County Government
67 Athens Street
Jefferson, Georgia 30549

All Responses must be presented in a sealed opaque package with the following language clearly marked on the outside of the package:

“RFQ – On-Call Professional Engineering & Consulting Services”

The name and address of the Proposer must also clearly be marked on the outside of the package.

Include one (1) original Response clearly marked “Original”, five (5) hard copies, and one digital copy in PDF format saved to a CD or USB flash drive.

Submittals are due no later than September 8, 2023 at 10:00AM

Submissions/Qualifications received after this date and time or at any other location cannot be accepted or considered.

The County is not responsible for delays caused by traffic, inclement weather or any other reason. The County is not responsible for late deliveries by couriers, the USPS or package express companies (UPS, Fed Ex, etc.) It is the sole responsibility of the Proposer to submit its Response before the deadline.

Electronic and facsimile submittals will not be accepted.

SECTION 5: PRE-SUBMITTAL INQUIRIES

A question and answer period have been established. All inquiries must be in writing via e-mail to Kmorris@jacksoncountygov.com no later than **5:00 PM EST, August 18, 2023**. After this date, questions may not be answered. Requests for information and questions should be submitted to:

Jackson County Government
Attn: Kenneth Morris, Purchasing Manager
Kmorris@jacksoncountygov.com

Responses to questions and any additional information relating to this RFQ will be posted to the County's website <https://www.jacksoncountygov.com/>. Informal verbal communications, or communications by any person other than the Purchasing Manager named in this RFQ shall be considered unofficial and the County shall have no responsibility to verify any information that is not contained in this RFQ or future addenda. Please check the website regularly for updates and addenda. Addenda acknowledgments are required with proposal submittal.

Firms intending to submit proposals are required to register via email to Kenneth Morris at the above email by **Friday, August 25, 2023, 5:00PM EST**. Please include name of firm, contact name, title, phone and email.

SECTION 6: GENERAL EVALUATION PROCESS AND CRITERIA

A. General Information

This RFQ will enable the County to gather additional information and identify one or more qualified firms to perform the services described in the Scope of Work. The County will conduct a comprehensive, fair and impartial evaluation of all Responses received. An evaluation team will be established by the County to evaluate the Responses ("Evaluation Committee"). The Evaluation Committee **may** invite the most qualified Proposers to interview; however, the County retains the right to select only one Proposer and negotiate a contract. The County may also determine that no qualified Responses have been received and reject all Responses.

B. Interviews

At the County's discretion, selected Proposers may be interviewed and re-evaluated based upon the criteria set out in the RFQ, or other criteria to be determined by the Evaluation Committee (i.e. unique qualities, methodologies, or approaches taken to differentiate from other Proposers). Selected Proposers may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

Any information received by the Evaluation Committee subsequent to the Proposer's Response will be used to further evaluate the short-listed Proposers to determine a rank-order. Final approval of a selected Proposer is subject to the County's Purchasing Policies.

C. Past Performance – References

The County, at its discretion, may review past performance of the Proposer. Exhibit A of this RFQ is a sample client authorization letter. Proposer shall include three reference projects from the past three to five years. Projects shall be a similar scope to the project. One should be a public agency.

References should include the following: name of the organization, contact information, description of the project, brief summary of services provided and period of performance. Contact name, address, email address and telephone number. The sample reference letter shall be prepared on the Proposer's letterhead, addressed to the contact at the reference, signed by the Proposer and included with the submittal.

D. Evaluation Criteria

The evaluation criteria will include the following:

1. Experience of Assigned Personnel/Qualifications:

The credentials and experience of the person(s) assigned to our relationship and management team. Provide professional qualifications and description of experience for principal project staff. The project manager's resume must be included. (At this stage, firms are asked for information on lead staff only, but may list qualifications and experience on more than one lead individual who are being proposed for services to the County. (If the firm is selected as a finalist, the County may request detailed information on the exact proposed expanded team and their relevant experience).

2. Suitability - Capability/Resources:

Provide any information that may serve to differentiate your firm from other firms in suitability for the project including but not limited to:

- a) Furnish evidence of the firm's fit to the project and/or needs of, any special or unique qualifications for engineering projects.

- b) Supply current and projected workloads.
- c) Quality assurance procedures.
- d) Any special or enhanced capabilities offered by the firm that may be particularly suitable or these type projects.
- e) Ability to gather resources.
- f) Location and proximity of firm to project and any knowledge of the project and/or project area which may uniquely benefit the firm and project.
- g) Provide any non-discrimination and equal employment opportunities policies of the firm.

3. Experience with Similar Entity: Provide information on the firm’s experience with clients of similar type, size, function, and complexity. Describe no more than five (5) accounts, in order of most relevant to least relevant, which demonstrate the firm’s capabilities to perform services for the County. Describe specific experiences on any recent projects with Local Government; including timelines of project completions.

4. Availability: Provide information of firm's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.

5. Hourly Rates & Fee Schedule: Please provide an hour rate for key employees and well as a fee schedule. Within the 3-year contract term please include, if any, anticipated rate changes/percentages in your schedule.

QUALIFICATION RFQ/SCORING

Qualifications will be evaluated and scored based upon the following categories:

1. Experience of Assigned Personnel	20 points
2. Firms/Suitability - Capability/Resources	20 points
3. Experience with Similar Entity	20 points
4. Availability	20 points
5. Hourly Rates & Fee Schedule	20 points

TOTAL

100 points

SECTION 7: SCHEDULE OF EVENTS

Solicit Qualified Vendors:	August 8, 2023
Deadline for Questions:	August 18, 2023 5:00PM EST
Deadline to Register:	August 25, 2023 5:00PM EST
Submittals Due:	September 8, 2023 10:00AM EST

SECTION 8: TERMS AND CONDITIONS

All Responses and supporting materials as well as correspondence relating to this RFQ become property of the County when received. Any proprietary information contained in the Response should be so indicated; however, a general indication that the entire contents, or a major portion, of the Response is proprietary will not be honored. The following terms and conditions shall also apply:

- A. All applicable Federal and State of Georgia laws, County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Proposers throughout and are incorporated herein.
- B. Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
- C. No Response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the County with respect to any debt, (ii) is in default with respect to any obligation to the County, or (iii) is deemed irresponsible or unreliable by the County.
- D. The County shall be able to request of the Proposers satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFQ.
- E. From the date this RFQ is issued until a firm is selected, Proposers are not allowed to communicate with any staff or elected officials of the County regarding this procurement, except at the direction of Kenneth Morris, Purchasing Manager for the County and person in charge of this solicitation. Any unauthorized contact may disqualify the Proposer from further consideration. Contact information for the single point of contact is as follows:

Purchasing Manager: Kenneth Morris
Address: 67 Athens Street
Jefferson, GA 30549
E-mail Address: Kmorris@jacksoncountygov.com

- F. The costs for developing and delivering Responses to this RFQ and any subsequent presentations of the Response as requested by the County are entirely the responsibility of the Proposer. The County is not liable for any expense incurred by the Proposer in the preparation and presentation of its Response.
- G. While the County has every intention to make an award as a result of this solicitation, issuance of the RFQ in no way constitutes a commitment by the County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, in its sole discretion, reserves the right to:
 - 1. Cancel or terminate this RFQ at any time. A notice of cancellation will be issued. If the RFQ is cancelled, the County will not reimburse any Proposer for preparation of its Response. Responses may be returned upon request if unopened;

2. Reject any or all Responses received, make a contract award based directly on the Responses received in the best interest of the County, in its sole discretion, or enter into further discussions with one or more Proposers;
3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFQ which would not have significant impact on any Response;
4. Make partial award or no award if it is in the best interest of the County to do so.

SECTION 9: CONTRACT INFORMATION

A Contract Agreement shall become effective as of the date of its execution, shall continue in effect for three (3) years with an option to renew for an additional one-year period contingent upon annual appropriations of funds by the Jackson County Board of Commissioners.

The form of contract (“Example Contract”) the County intends to execute with the selected Proposer is included in this RFQ as Exhibit A. Proposers are urged to read this Example Contract carefully prior to submitting a Proposal.

If a Proposer believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Proposer or the County, the Proposer must address these concerns in writing during the question and answer period. If the County determines a change is warranted; an addendum will be posted to this RFQ. If a firm is unwilling to execute the Example Contract, whether modified by addendum or not, a Proposal should not be submitted.

The County may deem any Proposal containing contract changes or exceptions non-responsive and reject the Proposal.

This RFQ document, together with its addenda, amendments, attachments, modifications, Proposer’s Proposal, including any amendments, a “best and final offer,” and any clarification question responses, when executed, becomes part of the contract between the parties. The County does not intend to accept alternate terms and conditions to the Example Contract.

Prior to award, the apparent selected Proposer may be required to enter into discussions with the County to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the Proposal may be rejected and discussions initiated with the second highest scoring Proposer.

The selected Proposer shall not begin performance of services requested by this RFQ prior to the execution of a formal written contract (based on the Example Contract) by the County and Proposer. Any Proposer beginning performance prior to the execution of a contract shall be deemed to be proceeding at Proposer’s risk, and shall not be entitled to any compensation for such performance. In addition, the County reserves the right to withdraw or cancel an award.

The County may, by written notice to the selected Proposer, terminate any resulting contract without cause. The County must give notice of termination to the selected Proposer at least thirty (30) days prior to the effective date of termination.

After a contract or contract has been fully executed, and when projects are identified, a TASK ORDER FORM will be executed. This will include the project title, scope of work, cost based on estimated hours and billing rates at an amount not to exceed, the authorization date and signatures of both parties.

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the company named as Proposer in the foregoing Response; that _____, who signed said Response in behalf of the Proposer, was then (title) _____ of said company; that said Response was duly signed for and in behalf of said company by authority of its Board of Directors, and is within the scope of its corporate powers; that said company is organized under the laws of the State of Georgia.

This _____ day of _____, 2023.

(Signature)

(Seal)

Corporate Name: _____

d/b/a _____

SECTION 10: EXHIBITS

EXHIBIT A:	Contract
EXHIBIT B:	Sample Client Authorization Letter
EXHIBIT C	Certification of Sponsor Drug-Free Workplace
EXHIBIT D	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

The following pages include a sample contract that will become finalized based on selection by Jackson County Board of Commissioners.

Please execute as part of your bid package submission.

EXHIBIT A

CONTRACT

This Agreement made and entered into this ____ Day of _____, Two Thousand and Twenty Three,

BETWEEN

The Owner: The Jackson County Board of Commissioners
Jackson County, Georgia
67 Athens Street
Jefferson, GA 30549

And the Contractor: _____
(Co. Name & Address) _____

PROJECT: On Call Professional Engineering & Consulting Services for Jackson County Government

=====

WITNESSETH: That said Contractor has agreed, and by these presents does agree, with the said County, for the consideration herein mentioned and under the provisions of the Request for Qualifications (RFQ) as required by the Specifications to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, Special Terms and Conditions and this Agreement, including all work outlined in the Scope of Service and listed in the conditions, provisions and specification to wit:

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, the Request for Qualifications (RFQ) 230011, the Contractor’s Response to RFQ 230011, Drawings, Specifications, and Addenda issued prior to execution of this Agreement and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

The Work

The Contractor shall perform all work required by the Contract Documents for:

RFQ
On-Call Professional Engineering & Consulting Services

PROJECT: On Call Professional Engineering & Consulting Services for Jackson County Government

All Work performed under this contract is subject to approval by the Board of Commissioners and Jackson County Government. It shall be the Contractor's responsibility to coordinate with the above for inspection services. All Work shall be performed in accordance with current state and local laws and regulations for the State of Georgia.

ARTICLE 3

Time of Commencement and Completion

The Work to be performed under this Contract shall begin within thirty (30) days after the Contractor has received the Notice to Proceed (NTP) and will be completed within xxx days of starting the project.

ARTICLE 4

Contract Price

The Owner shall pay the Contractor, for the performance of the Work completed and approved by the county as provided in the Conditions of the Contract, in current funds, as calculated by the unit prices provided in the Contractor's response to the RFQ. This price shall remain fixed during the entire length of the original contact period or until the satisfactory completion of all of the projects listed in the RFQ. The Scope of Service as outlined in the RFQ shall only be modified by a Change Order approved by all Parties. Each Change Order that is approved by Owner and Contractor will detail any unit price changes that are calculated according to the conditions outlined in the RFQ.

ARTICLE 5

Payment

Payment for the Work as described in Article 4 above, shall be made on a regular basis as work is completed and approved by the County Manager, and/or other assigned county representatives. Payment will be made within thirty (30) days after the completion of the Work, provided that the Contractor fully performed in accordance with the Contract Documents. The Contractor shall complete and submit an invoice for the monthly payment to the Jackson County Government, Attention: Accounts Payable, 67 Athens Street, Jefferson, Georgia 30549. Jackson County reserves the right to request proof of performance of all work completed under this contract.

ARTICLE 6

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to the RFQ is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contact, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first written above.

OWNER:
Jackson County Board of Commissioners

CONTRACTOR:

Company's Legal Name

Tom Crow, Chairman

Representative

ATTEST:

ATTEST:

Notary Public

Notary Public

EXHIBIT B

SAMPLE CLIENT AUTHORIZATION LETTER

Proposer's Name
Proposer's Address
City, State Zip
Email Address
Phone Number

Date: _____

Client name
Client address
City, State Zip
Email Address
Phone Number

Dear: _____

Our firm Proposer's Name is currently responding to the County's Request for Qualifications On-Call Professional Engineering & Consulting Services. We would like to use project name where our organizations worked together as one of our firm's references.

This letter authorizes your organization to discuss our firm and the Project with the County of Jackson and their representatives.

Thank you for your support.

Sincerely;

EXHIBIT C

Certification of Sponsor 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-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____(Contractor's name)_____, (Subcontractor's name)_____ certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

