



Lawrence County Government  
Office of Accounts & Budgets  
700 Mahr Avenue  
Lawrenceburg, TN 38464  
Phone: 931-766-4193 Fax: 931-244-6153  
lawrencecountyttn.gov

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# LAWRENCE COUNTY, TENNESSEE

## Request for Qualifications

*For*

**RFQ No. 101023-01**

**Architectural Planning & Design Services**

For

**Lawrenceburg Square Pavilion Project**

RFQ Opening  
October 10, 2023  
5:00 pm CST

Lawrence County Government will receive sealed Qualifications for the provision of **Architectural Planning & Design Services** for the Lawrenceburg Square Pavilion project. Qualifications must be received by **12:00 p.m.** on **October 10, 2023**. Late Qualifications will be neither considered nor returned.

**Please Deliver Qualifications to:**

**RFQ# 101023-01**  
**Lawrence County Office of Accounts & Budgets**  
**700 Mahr Avenue**  
**Lawrenceburg, Tennessee 38464**

**The Envelope must show the RFQ#, Name and Closing Date.**

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**SECTION I      GENERAL TERMS AND CONDITIONS**

1. **ADDITIONAL INFORMATION:** Lawrence County wants requests for additional information routed to Kelly Odom at 931-766-4198. Questions must be emailed to [kodom@lawcotn.org](mailto:kodom@lawcotn.org).
2. **ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Lawrence County for a period of ninety (90) days from the date of the Qualification closing, unless otherwise indicated in their Qualification.
3. **AWARD:** The result of this Request for Qualifications may result in a contractual agreement.
4. **CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in the vendor registration process prior to the closing of this solicitation.
5. **COPIES:** Lawrence County requires that Qualifications be submitted as one (1) marked original and six (6) exact copies.
6. **DECLARATIVE STATEMENTS:** Any statements or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
7. **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Lawrence County Government **will not** accept electronically transmitted responses. Facsimile submission is strictly prohibited. All responses must be mailed or delivered by hand.
8. **INCURRED COSTS:** Lawrence County will not be responsible for any costs incurred by the respondents in the preparation of their response.
9. **QUALIFICATION DELIVERY:** Lawrence County requires all responses to be time date and stamp the envelope upon delivery to the Office of Accounts and Budgets. Lawrence County will not be responsible for any lost or misdirected mail sent by common carrier. Lawrence County shall also not

be responsible for responses delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Office of Accounts and Budgets shall serve as the official record of time.

10. **SIGNING OF QUALIFICATIONS:** In order to be considered all Qualifications must be signed. Please sign the original in **blue ink**. By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Qualification document.
11. **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs” – “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000et seq. It is the policy of Lawrence County Government that all its services and activities be administered in conformance with the requirements of Title VI.
12. **WAIVING OF INFORMALITIES:** Lawrence County reserves the right to waive minor informalities or technicalities when it is in the best interest of Lawrence County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

**These terms and conditions shall be part of the Contract. Lawrence County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust.**

1. **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Lawrence County without prior written approval of the County.
2. **APPROPRIATION:** In the event no funds are appropriated by Lawrence County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
3. **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written specific consent of Lawrence County.
4. **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor’s costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

5. **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
6. **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work shall obtain all necessary permits.
7. **DEFAULT:** If the Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Lawrence County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Lawrence County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Lawrence County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Lawrence County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
8. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Lawrence County, Tennessee. The Chancery Court and/or the Circuit Court of Lawrence County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
9. **INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, Submittals, Award and similar item referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
10. **INDEMNIFICATION-HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Lawrence County its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
11. **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Lawrence County shall not be responsible for any payment, insurance or incurred liability.
12. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Lawrence County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Lawrence County. Lawrence County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or service does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
13. **IRAN DIVESTMENT ACT:** By submission of this solicitation, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint bid each party thereto certifies as to

its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

14. **NON-BOYCOTT OF ISRAEL:** The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
15. **LIMITATIONS OF LIABILITY:** In no event shall Lawrence County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Lawrence County has been advised of the possibility of such damages.
16. **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.  
  
Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly an interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Lawrence County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
17. **REMEDIES:** Lawrence County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
18. **RIGHT TO INSPECT:** Lawrence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
19. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
20. **TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Lawrence County Procurement Division.

21. **TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
  
22. **WARRANTY:** Contractor warrants to Lawrence County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Lawrence County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### **SECTION III     SCOPE OF WORK**

#### **PROJECT OVERVIEW**

Lawrence County Government is soliciting request for qualifications from licensed architectural and/or engineering firms for professional services necessary to plan and design a multi-use pavilion for Lawrence County, Tennessee. The proposed project and required services are explained herein.

1. Lawrenceburg, Tennessee is located south of Nashville and Columbia, Tennessee and north of Florence, Alabama. The square is located two blocks west of the intersection of Highway 43 (North Locust Avenue) and Highway 64 West (West Gaines Street).
2. The current Lawrenceburg Square Gazebo was constructed many years ago and is in a state of poor repair.
3. The current gazebo is approximately 800 square feet. The small square footage creates barriers for use as a public gathering space.
4. The current landscape of the Lawrenceburg Square includes 2 large statues that cannot be removed and several informational plaques that can be moved to another area of the Square. In addition, there are several trees that will be removed.
5. The Lawrence County Health Council was awarded a \$485,000 grant from the Tennessee Department of Health in 2023 for the purpose of constructing a much larger multi-use facility. The Health Council is partnering with Lawrence County Government and the City of Lawrenceburg to construct and fund this endeavor.
6. The Lawrenceburg Square Pavilion will be approximately 4,000 square feet of roof covered space on the ground level with a promenade/deck area on the second level accessed by stairs and elevator. The interior floor will be concrete. The structure will be made of steel and concrete.
7. The Pavilion space will be utilized to host a Farmer's Market, exercise and cooking classes, large scale community events and ceremonies, along with private events. The Pavilion will be decorated top to bottom for Christmas.

8. Ample electric and water outlets should be available, along with adequate lighting for safety and evening event use. Outlets should be spaced in a way that power and water can be accessed for the pavilions various uses (not just at ground level).
9. The design and overall style of the pavilion is in keeping with the general design of the surrounding buildings. The Historic District Design Guidelines for the Lawrenceburg Square can be found at the following link –  
<https://www.lawrenceburgtn.gov/DocumentCenter/View/155/Historical-Zoning-Commission-Design-2010-PDF>.
10. The facility should be ADA Compliant.
11. A completed schematic design of the facility is attached. (Attachment H)

### **SCOPE OF SERVICES/DESCRIPTION OF PROJECT**

The scope of the project is in two phases.

#### **PHASE ONE – Functional and Space Program Development/Construction Drawings**

The planning/design firm will use the data collect by Lawrence County and the input from the Square Pavilion Committee, including already purchased schematic design purchased by the City of Lawrenceburg, to begin more detailed planning and construction documents. This phase should produce a document that allows team to request supply bids for the purchase of steel and an estimated budget to build and equip the space to meet the community’s needs for the next 25-30 years. Phase 1 should be completed by October 25, 2023.

#### **PHASE TWO – Bid and Construction Support**

Phase Two of the project will involve the planning/design firm preparing construction drawings from with the project will be bid after the Square Pavilion Committee’s approval. The planning/design firm will assist in coordinating bidding of the project and the award of the construction contract with Lawrence County Government and the Lawrence County Health Council. If funded, the planning/design firm will assist the Square Pavilion Committee with overseeing the construction of the facility as needed. Construction drawings should be complete by November 20, 2023.

### **STATEMENT OF QUALIFICATIONS**

Please provide in your response a maximum of thirty (30) pages to include the following information. For ease of review, submit your qualifications in the following form and order:

1. Firm Name, address, contact information and name of project team leader.
2. Brief history of the firm to include current size of staff, years in business and the organizational chart of team assigned to our project. Submit resumes of key individuals who will be assigned to our project.
3. Describe your approach to the planning/design process.

4. Describe any unique qualifications or work methodology.
5. Describe your ability to communicate and availability for site visits and in-person meetings that may arise on short notice. (It should be noted that this is a highly sensitive project in the center of our historic downtown that should represent the history and character of the community and be sensitive to any potential impacts on local businesses.) Among the factors considered in firm selection is knowledge of the site and community, in addition to the ability to respond quickly to on site meetings and questions from Pavilion Planning Committee members that include representatives from city, county, and state governments and the Lawrence County Health Council.
6. Describe your understanding/familiarity with Tennessee state standards and nationally recognized best practices for the design and operation of public, multi-use facilities.
7. If you utilize a consultant that is NOT a full-time employee of your firm, please indicate so. Please indicate if you will be teaming with other firms to complete this work. List the name of the firm and key individuals that will supply the following functions with a brief description of their qualifications:
  - a. Architectural design/program and space planning
  - b. Civil Engineer
  - c. Structural Engineer
  - d. Mechanical/Electrical/Plumbing/Fire Protection Engineer
  - e. Security Systems Designer
  - f. Information Technology Consultant
  - g. Interior Design
  - h. Food Service Designer
8. List all previous related experience within the previous 5-10 years including:
  - a. Town Square Facilities
  - b. Historic District Construction
  - c. Multi-Use Facilities
9. For each previous project listed, include the following information:
  - a. Completion Date
  - b. Name and location of project
  - c. Client contact information (name, phone, and email)
  - d. Size (square footage), divided by function
  - e. Owner's initial budget
  - f. Total project cost with number of change orders and cost of change orders
  - g. Actual cost per square foot excluding site costs and professional fees
  - h. Total fee earned for project
  - i. Scheduled completion date compared to actual completion date.
  - j. List cost estimate, bid amount and difference. List any changes in scope if appropriate and if this change in scope resulted in an increase in your fee.



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- k. Photos of project
  - l. Floor plan drawing
10. Proposer must hold and/or acquire all necessary licenses to conduct business in the State of Tennessee. Proposer must state if the principal or Project Architect has ever had his/her license suspended to practice architecture in Tennessee.
  11. Proposer must be willing to provide a Certificate of Insurance with Lawrence County named as additional insured.
  12. A signed and notarized copy of the Conflict-of-Interest Statement must be submitted with your proposal.
  13. You may include an appendix at the end of your submittal and include a maximum of thirty (30) additional pages of information you wish to add for the County's review. This would be information not included in the above-mentioned thirty (30) pages.

#### **COMMUNICATION WITH LAWRENCE COUNTY DURING QUALIFICATION PROCESS**

Communication with Lawrence County during the qualification process shall be with the below listed individual unless otherwise directed:

Lawrence County Office of Accounts and Budgets  
Attn: Kelly Odom - Purchasing Agent  
700 Mahr Avenue, Lawrenceburg, TN 38464  
Email: [kodom@lawcotn.org](mailto:kodom@lawcotn.org)

Scope of services, specifications and requirements for this project may be reviewed at: [www.lawrencecountyttn.gov](http://www.lawrencecountyttn.gov) or by contacting Purchasing Agent, Kelly Odom at [kodom@lawcotn.org](mailto:kodom@lawcotn.org).

To ensure accuracy, all communication with Lawrence County should be via email.

**RFQ SCHEDULE**

09/27/23	8:00 am CST	RFQ Issued
10/2/23	10:00 am CST	Site Visit (Lawrenceburg Public Square)
10/3/23	2:00 pm CST	Deadline to Submit Questions
10/3/23	4:00 pm CST	Deadline to Request Floor Plans
10/5/23	4:00 pm CST	Posting of Responses to Questions/Issuance of Addenda
10/10/23	12:00 pm CST	Deadline to Submit Qualifications
10/10/23	5:00 pm CST	Purchasing Meeting to open RFQ's
10/10/23	5:00 pm CST	Award of Contract
10/16/23		Contract State Date

**EVALUATION CRITERIA**

<b><u>Item</u></b>	<b><u>Point Value</u></b>
Statement of Qualifications <ul style="list-style-type: none"> <li>• Senior Architect Experience</li> <li>• Downtown or Historic District Experience</li> </ul>	10 points maximum
Company Background <ul style="list-style-type: none"> <li>• Demonstrate the team (including subcontractors) qualifications and experience relating to the required services.</li> </ul>	20 points maximum
List of Completed Projects <ul style="list-style-type: none"> <li>• A summary of the firms' relevant experience and level of responsibility for the last five to ten (5-10) years for projects in terms of facility type, size and dollar cost.</li> <li>• Projects finished within specified time frame and budget. If not completed within specified time frame and budget, reasons why should be listed.</li> </ul>	20 points maximum
Project Approach Proposal <ul style="list-style-type: none"> <li>• An organizational chart is submitted for the firm and key members of this Project Team, including sub-consultants and any specialty subconsultants proposed. Indicate which positions may be filled by the proposing firm and which positions may be filled by sub-consultant staff.</li> </ul>	20 points maximum
Project Organization/Staffing <ul style="list-style-type: none"> <li>• Description of the firm's experience and involvement with how other relevant projects have been organized in the areas of site selection, functional and space program development, design, project bidding and construction oversight. Description of how communication and coordination with Square Pavilion Committee will be maintained. Description of communication procedures that will be used to maintain good coordination with Project Team and the community. Knowledge of community/downtown area. Ability to respond on site quickly.</li> </ul>	20 points maximum
Presentation <ul style="list-style-type: none"> <li>• Scoring will be based on presentation and information provided to the team.</li> </ul>	10 points maximum
<b>TOTAL Points Available</b>	<b>100</b>

**EVALUATION REVIEW:** Lawrence County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgement as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made a part of the evaluation file. Lawrence County shall have sole responsibility for determining a reliable source. Lawrence County reserves the right to conduct written and/or oral discussion/interviews after the Qualification has closed. The purpose of such discussions/interviews is to provide clarification and/or additional information. These discussions/interviews shall be at no cost to Lawrence County.

**PROPOSAL AWARD:** Proposals will be received until Tuesday, October 10, 2023 at 12:00 pm CST. The proposals will be presented to the Lawrence County Purchasing Committee, on Tuesday, October 10, 2023 at 5:00 pm CST to be publicly opened and read aloud. Proposal will then be evaluated by the Lawrence County Purchasing Committee, Kelly Odom, Lawrence County Purchasing Agent, Devin Ezell, Lawrence County Health Department Director and Jessica Yokley, Project Manager for selection.

Lawrence County will negotiate with the recommended firm its proposed fee for each phase of the project. If the County is not able to reach an acceptable agreement, it will stop negotiations with the first firm and begin negotiations with the second ranked firm, and so on, until the County is able to reach an acceptable agreement.

#### **SECTION IV      QUALIFICATION FORMAT**

##### **PART I            COVER LETTER**

Respondents must provide a cover letter authorizing the submission of the Qualification signed by a principal of the company.

##### **PART II            RESPONDENTS INFORMATION**

Name of Company, Address, Telephone Number, Fax Number, Contact Person, E-mail Address of Contact Person, Lawrence County Vendor Number, Copy of Lawrence County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN), Acknowledgement of Addenda (if applicable)

##### **PART III           EXPERIENCE OF ENTITY**

Experience of the Firm  
Experience of the Individuals Performing the Services  
Capacity to Deliver the Required Services  
Administrative Capacity with Resumes of key individuals and their Roles

##### **PART IV           MINIMUM REQUIREMENTS**

Address how the firm will provide the Minimum Requirements as stated in Section III – Statement of Qualifications.

**PART V**      **LICENSES, AFFIDAVITS and INSURANCE**

Respondents must include copies of all Licenses required to perform the work as mentioned both as to individuals working on the project and the firm as a whole (if applicable). Additionally, include the attached Affidavits and Insurance Requirements.



**ATTACHMENT A**  
**NONCOLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:  
(printed name of person signing Affidavit)

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
(legal name of entity submitting bid or proposal)

the Offeror that has submitted the attached Qualification;

2. He/She is fully informed respecting the preparation and contents of the attached Submittal and of all pertinent circumstances respecting such Qualification;
3. Such Submittal is genuine and is not a collusive or sham Submittal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Submittal in connection with the Contract for which the attached Submittal has been submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached Submittal or of any other Offeror, or to secure through any other Offeror, or to fix any overhead, profit or cost element of the submittal or other submittal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lawrence County, TN or any person interested in the proposed contract: and

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

**ATTACHMENT B**

**AFFIDAVIT OF COMPLIANCE WITH**

**IRAN DIVESTMENT ACT**

**TENNESSEE CODE ANNOTATED, SECTION 12-12-106**

Comes, \_\_\_\_\_, president or other principal Officer for and  
on behalf of \_\_\_\_\_, (the "Company") and, after being duly  
authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(title of Affiant)