



## City of Commerce

P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30529  
Phone: (706) 335-1893  
Email: Jelrod@commercega.org

SUBJECT: Request for Proposal for Janitorial Services

### **You are invited to submit a proposal to the City of Commerce, Commerce Georgia for Janitorial Services**

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce Purchasing Department. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed, marked with the vendor's name and address and labeled:  
**“RFP 21-003”** and delivered to:

City of Commerce  
P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30529  
Attn: Accounting Manager

The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the city.

**Inquiries regarding this Request for Proposal (RFP) should be made to James Elrod, Accounting Manager at phone number (706) 335-1893 or by email [jelrod@commercega.org](mailto:jelrod@commercega.org).**

**CITY OF COMMERCE, GEORGIA  
REQUEST FOR PROPOSAL  
FOR  
Janitorial Services**

**SECTION I - REQUEST FOR PROPOSAL OVERVIEW**

1.0 PURPOSE

City of Commerce intends to award a 36 month contract for performance of janitorial services at multiple (six) government building sites throughout the City of Commerce. This contract is subject to annual review on or near its anniversary. The purpose of these specifications is to describe the minimum requirements of the City of Commerce for **janitorial services**.

1.1 INFORMATION TO VENDORS

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	September 28, 2020
<b>Mandatory</b> Site Visit Date & Time	October 14, 2020 at 9:00 a.m. <b>Commerce Civic Center</b> 110 State Street Commerce, GA 30529
Deadline for questions	October 17, 2020
Submittal deadline	<b>October 28, 2020</b> <b>12:00pm, local time prevailing</b>

1.2 RFP SUBMISSION:

An original and copies (See section 1.17) of the complete signed submittal must be received **by deadline listed in section 1.1**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP number, and title to:

**City of Commerce**  
P.O. Box 348  
27 Sycamore Street  
Commerce, GA 30529  
Attn: Accounting Manager

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 4:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce. Please call on arrival.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such

service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

**1.3 CONTACT PERSON & INQUIRES:**

Vendors are encouraged to contact **James Elrod at 706-335-1893 or [jelrod@commercega.org](mailto:jelrod@commercega.org)** to clarify any part of the RFP requirements. All questions that arise must be submitted prior to five business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other City employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

**1.4 ADDITIONAL INFORMATION/ADDENDA**

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at [www.commercega.org](http://www.commercega.org) under the “Business” tab, then “RFP & Bid Communications”. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

***Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the owner’s requirements***

**1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

**1.6 REJECTION OF PROPOSALS**

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

***Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.***

**1.7 MINIMUM RFP ACCEPTANCE PERIOD**

Valid submittals shall not be withdrawn without written permission from the City of Commerce and shall remain valid for a period of 60 days from the date specified for receipt of submittals.

**1.8 NON-COLLUSION AFFIDAVIT**

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person,

firm or company to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

#### 1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

#### 1.10 RFP OPENING

RFP submittal packages will be opened and reviewed by a selected committee. A list of names of companies responding to the RFP may be obtained from the Accounting Manager James Elrod, after the RFP due date and time stated herein. There will not be a public opening and a Talley Sheet will be available on the City's website.

#### 1.11 TAXES.

Selected vendor will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

#### 1.12 VENDOR INFORMATION

All submissions shall include a current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

#### 1.13 INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's compensation insurance should be as required by the State of Georgia. General liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance. A thirty (30) days' notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

#### 1.14 TERMINATION

Federal, State, and other Local government agencies, including the City of Commerce, may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement. Accordingly, the City of Commerce reserves the right to terminate this contract by giving Offeror thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

#### 1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000 the provisions in 1.15.1 below apply:

- 1.15.1 During the performance of this contract, the contractor agrees as follows.
  - 1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 1.15.1.2 The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - 1.15.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - 1.15.1.4 The contractor will include the provisions of 1.15.1. in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### 1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- 1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.
- 1.16.2 The form must be notarized.
- 1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

#### 1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals please submit the following:

- 1.17.1.1 One (1) fully executable (signatures included) electronic copy of the response PDF format.
- 1.17.1.2 Two (2) versions of the RFP. **The original shall be clearly marked “original”.**
- 1.17.1.3 The Proposal shall be prepared with a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.

#### 1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

#### 1.19 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

#### 1.20 CITY GOVERNMENT

The City of Commerce operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this request for Proposal is intended to provide a common methodology of development and basic technical skills for Proposal purposes.

### **SECTION II – SCOPE OF SERVICE**

#### 2.0 SITE VISITS

Work for this project will take place at various locations within the City of Commerce. All bidders are required to inspect the site to ascertain the nature of the work and general conditions which could affect the cost and use of products. The City of Commerce will assume no responsibility for representations or understandings made by officers or employees unless included in this Request for Proposal or issued Addenda.

#### 2.1 REQUIREMENTS OF THE CONTRACTOR

- 2.1.1 Maintain an inventory of all cleaning chemicals, spray products, paper products, and equipment required to perform tasks involved.
- 2.1.2 Establish a primary and secondary contact person whom would be available for any custodial emergencies.
- 2.1.3 Ensure that all his/her employees shall observe all City ordinances and codes when conducting businesses on City premises.

- 2.1.4 Contractor's employees may not bring children to facilities while performing services.
- 2.1.5 The City of Commerce will require background checks and bonding on all employees.

## 2.2 CONDUCT OF WORK

2.2.1 Each offeror shall submit, with their proposal, the number of persons and the estimated number of hours to complete the cleaning for each facility. Failure to provide documentation may result in disqualification of proposal.

2.2.2 Any work that is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contract will be terminated.

2.2.3 The successful contractor shall conduct cleaning in such a manner that there will be no interruption in, or interference with the proper execution of City business, thus performing said duties after hours on nights or weekends.

2.2.4 Failure to provide services in accordance with the specifications may result in nonpayment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.

## 2.3 PROTECTION AND DAMAGES

2.3.1 Facilities damaged due by vandalism, which are linked to any unsecured entryways due to negligence of the contractor will be repaired or replaced at the contractor's expense.

2.3.2 The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property, including that of a City employee, which may occur in or about a building as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.

2.3.3 The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (O.S.H.A.).

## 2.4 CLEANING TASKS

2.5.1. The location and buildings to be services are as follows:

**City Hall, Library, Public Safety Building, Parks & Recreation, Down Town Development Office, and Planning & Utilities Building**

- 2.5.2 Detail specific and itemized scope of work will be given and discussed, along with quantity of visits a week and the time of day required, at the **Mandatory Pre-bid Meeting on October 14, 2020 at 9:00 a.m.** at the Commerce Civic Center located at 110 State Street, Commerce, GA 30529.

## 2.5 QUALITY CONTROL VERIFICATION

2.5.1 A City representative shall contact the assigned supervisor about problems as they arise. The successful contractor shall provide an experienced supervisor to meet once a month or more frequently, if needed, with the Facilities Department Leaders to determine service quality and correct any on-going problems. In addition, the contractor shall have in place a system to address issues as they arise.

### 2.5.2 FIRE PROTECTION AND PREVENTION

The successful contractor shall comply with all fire protection measures prescribed in the City Fire Code, a copy of which is on file in the Office of the Fire Marshal. All dust cloths and mop treatment products, and floor treatment products (exclusive of waxes) shall be free of spontaneous heating tendency. Listing of these products are free of this tendency by qualified nationally recognized testing organizations shall be considered as meeting this requirement. The successful contractor shall not store combustible supplies, including but not limited to rags and paper, near possible sources of ignition.

2.5.3 The contractor shall consider contaminated buckets, mops, cloths and brushes as potentially subject to spontaneous heating and shall not store such items in the building. The successful contractor shall store used wiping cloths and treated dust mops in covered metal containers. Mop buckets shall be emptied and sanitized daily.

## 2.6 CLIENT REFERENCES

- 2.6.1 Submittals should provide the names and telephone numbers of previous and/or current governmental clients whom the City may contact for a candid appraisal of the company's services.
- 2.6.2 The most effective references will come from entities, comparable in size to Commerce, for which your company has provided services very similar to those the City is requesting.

## 2.7 COMPENSATION: FEES

Proposals should clearly outline the company's hourly fee structure and the maximum hours to be billed for the City's requested services. Make any additions necessary to the format to give a complete picture. Advise if these rates will apply to any additional work that might be requested by the City. If not, show the rates that would apply for additional work. Also, indicate any rate increases to be made during the life of the contract.

## 2.8 COMPENSATION: EXPENSES

Proposals should clearly indicate any other charges that might be made in conjunction with the requested services. Indicate any rate increases to be made during the life of the contract.

## **2.9 COMPENSATION: TOTAL COST OF SERVICES**

Proposals should clearly state the not-to-exceed amount to be charged for each year of the potential contract. Make any additions necessary to the format to give a complete picture.

## **2.10 ADDITIONAL INFORMATION**

Proposals may include any other information about your company that you believe would be relevant to the City's selection. You may use your own format for this information. Please head it ADDITIONAL INFORMATION.

## **3.0 REQUIRED FORMATS**

The required formats are listed in the Table of Contents and referenced in Section 4.0. They appear on the following pages.

### **3.1 GENERAL INFORMATION**

- 3.1.1 Name of Company:
- 3.1.2 Address of Company Headquarters:
- 3.1.3 Address of Local Office
- 3.1.4 Primary Contact Person(s) at Local Office
- 3.1.5 Number of Employees:
- 3.1.6 Company: Total Staff
- 3.1.7 Local Office: Total Staff
- 3.1.8 Founding Date:
- 3.1.9 Company: Local Office

### **3.2 QUALIFICATION OF COMPANY**

Include a listing of all service performed by the company including the scope of services performed.

### **3.3 QUALIFICATIONS OF LOCAL OFFICE STAFF TO BE ASSIGNED TO THE ACCOUNT**

Include all of the following for all personnel assigned to the project.

- 3.3.1 Name, title and position Degrees, certifications or other specialized training.
- 3.3.2 Years of professional experience.
- 3.3.3 Any other relevant qualifications.

### **3.4 APPROACH TO SERVICE**

- 3.4.1 State your understanding of the City of Commerce's objectives, and proposed products and services to accomplish the listed tasks.
- 3.4.2 Describe the approach your company would use to meet the above objectives and requirements. Include the items that are specified in Section 2.

### **3.5 CLIENT REFERENCES**

Include all of the following for each reference listed:

- 3.5.1 Name of the client.
- 3.5.2 Services provided to the client.
- 3.5.3 Dates of service.
- 3.5.4 Client contact person with a signed letter authorizing the City to contact the listed clients.
- 3.5.5 Contact telephone number & email address.

**3.6 COMPENSATION: EXPENSES**

Proposals should clearly indicate any other charges that might be made in conjunction with the requested services. Indicate any rate increases to be made during the life of the contract. (See 2.7, 2.8)

**3.7 COMPENSATION: TOTAL COST OF SERVICES**

An itemized breakdown of costs should be details in a format similar to the following table. This format is a minimum requirement; vendors should add additional information to give a full picture of itemized service expenses. This itemization should reflect the tasks listed in section two of this document. The itemized breakdown should include weekly, monthly, and quarterly tasks.

<b>Location</b>	<b>Month</b>	<b>Monthly Cost</b>	<b>Extended Cost</b>
City Hall	12		
Library	12		
Public Safety	12		
Recreation Center	12		
DDA Center	12		
Planning & Utilities	12		
Total Cost/Expense			

<b>Location</b>	<b>Estimated Visits *</b>	<b>Per Visit Cost</b>	<b>Extended Cost</b>
City Hall	104		
Library	156		
Public Safety	52		
Recreation Center	52		
DDA Center	52		
Planning & Utilities	104		
Total Cost/Expense			

\* Exact visits will be given in the Pre-bid Meeting

**6.0 PROCEDURES & MISC. ITEMS**

- 6.1 The project will be administered by the City of Commerce through the City Clerk and will become the main point of contact once the contract is awarded.
- 6.2 All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.
- 6.3 All respondents to this RFP shall hold harmless the City of Commerce and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for

any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

- 6.4 Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
- 6.5 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.
- 6.6 In case of failure to deliver goods in accordance with the contact terms and conditions, The City of Commerce, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.
- 6.7 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- 6.8 Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
- 6.9 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 6.10 It is anticipated that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

## **7.0 FINAL SELECTION**

Following a review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the City of Commerce by the project representative. Following approval, the City will complete contract negotiations.

The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals.

Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1)**. The form is provided with this RFP package.

### **7.1 Evaluation Method**

The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce. The initial evaluation will consider only the qualifications and demonstrated experience of each respondent. Discussions and negotiations may take place with the short-list vendors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City with pricing being part of the decision.



**EXECUTION OF PROPOSAL**

DATE: \_\_\_\_\_

The potential contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_ That this proposal was signed by an authorized representative of the company.
- \_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Qualifications**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Contact Representative

\_\_\_\_\_  
Operational Contact Representative

\_\_\_\_\_  
Vendor's Name Federal ID #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Typed Name & Title



**ADDENDA ACKNOWLEDGEMENT**

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

\_\_\_\_\_  
Authorized Representative  
(Signature)

\_\_\_\_\_  
(Date)

***Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.***



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: \_\_\_\_\_  
Contract No. and Name: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, company, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify User Identification Number                      Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent    Date  
(Name of Person or Entity)

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public    [NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by 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