

City of Commerce

REQUEST FOR STATEMENT OF QUALIFICATIONS ON-CALL CONCRETE SERVICES RFQ 26-013

INTRODUCTION & OVERVIEW:

The City of Commerce is seeking a qualified contractor to perform concrete services, on an on-call basis. There is no guaranteed minimum contract value associated with this contract. The term of the contract shall be one year with renewal up to 5 years. The City intends to award this work to a single contractor who will work under the direction of the Utility Department Head.

The statement of qualifications package should be clearly marked “**RFQ 26-013– ON-CALL CONCRETE SERVICES**” on its face and submitted by **2:00 pm on May 15, 2026**, to the address below. Please submit two printed copies and one electronic copy (USB) of your RFQ package to:

City of Commerce
110 State Street
Commerce, Georgia 30529
RFQ 26-013 – ON-CALL CONCRETE SERVICES
Attn: Christy Case, Finance Director

Both printed and electronic copies must contain the same information.

A pre-proposal meeting will be held at the address above on **April 15, 2026, at 10:00a.m.** Attendance is encouraged but not mandatory. Attendance or absence from the meeting is not a qualification measurement. Please submit questions/requests via **e-mail only** to the Finance Director at ccase@commercega.gov by **5:00 p.m. on April 25, 2026.**

No submission will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No submission may be withdrawn within thirty (30) days after the deadline and all submissions shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Commerce!

RFP/RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFQ for the City of CommerceCommerce

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Commerce's staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP/RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-Proposal webinar** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP/RFQ. All addenda issued for this RFP/RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFP/RFQ.
5. _____ **Follow the format required in the RFP/RFQ** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided,** i.e., reference form, sample budget form, certification forms, etc..
8. _____ **Check the City website for RFP/RFQ addenda.** Before submitting your response, check the City website at <https://www.commercega.gov> to see whether any addenda were issued for the RFP/RFQ.
9. _____ **Review and read the RFP/RFQ document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 INTRODUCTION

1.1 PURPOSE OF PROCUREMENT

The City of Commerce is seeking a qualified contractor to perform concrete services, on an on-call basis. There is no guaranteed minimum contract value associated with this contract. The term of the contract shall be one (1) year, with an option to renew. The City intends to award this work to a single contractor who will work under the direction of the Utility Department Head.

1.2 SCOPE OF WORK

Services anticipated under the resulting contract may include but are not limited to pouring sidewalks, commercial and residential driveway, roadways and street cuts, curb and gutter construction including driveways and aprons, catch basins, and slabs. Project-specific plans and dimensions will be provided prior to each project. Project costs will be determined using the pricing sheet. All concrete work shall be in accordance with current GDOT Standards.

1.3 SPECIFICATIONS

1.4 SCHEDULE OF EVENTS

See **Appendix A** for the detail Schedule of Events

1.5 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFQ should include the company name and the referenced RFQ section in the following format:

Company Name
1. Question
Citation of relevant section of the RFQ
2. Question
Citation of relevant section of the RFQ

1.6 PROPOSAL SUBMISSION INSTRUCTIONS

A complete submission includes the following components:

1. Cover Letter
2. Statement of Qualifications and Equipment (Appendix D)
 - a. About the Firm
 - b. Experience
 - c. Approach
3. References (Appendix B)
4. Sealed Cost Proposal (Appendix C)
5. Acknowledgement of Addenda (Appendix E)
6. Bid Bond
7. Certificate of Liability Insurance

8. E-Verify Contractor and SAVE affidavits (Appendix G)

1.7 EVALUATION CRITERIA

An evaluation committee will review and evaluate the proposals according to the criteria listed below. Proposals not meeting the minimum technical requirements and those who are non-responsive will not be considered. The City may request short-listed proposers to meet with the City’s Evaluation Committee for evaluation purposes if deemed necessary.

Evaluation Criteria	Max Score
Experience & Qualifications	40
Cost Proposal	30
References	15
Capacity & Resources	15
Total	100

2.0 GENERAL CONDITIONS

PROPOSERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR PROPOSALS.

2.1 QUALIFICATIONS

- 2.1.1 Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2 Proposers may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any proposals, the City may require evidence of the Vendor’s financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3 Proposers must provide their own materials and labor for this contract.
- 2.1.4 During the term of the Agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
 - 1. Workers’ compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
 - 2. Employer’s liability insurance with a minimum of \$250,000.
 - 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined at least \$1,000,000 aggregate.
 - 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- 2.1.5 Contractor shall furnish Client Certificates of Insurance evidencing the insurance

coverages required. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

2.2 GUARANTEE TO ACCOMPANY BID

- 2.2.1** Annual project costs are estimated to range from \$100,000 to \$250,000. Submissions must be accompanied by an acceptable bid in an amount no less than \$10,000. Failure to submit a bid bond will be a cause for rejection.

2.3 AUTHORITY TO SIGN

- 2.3.1** Proposers must ensure that the legal proper name of their firm and/or corporation is printed or typed as appropriate on all documents.

2.4 RIGHTS RESERVED

- 2.4.1** The City of Commerce reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Commerce reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Commerce.
- 2.4.2** Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

2.5 AWARD OF CONTRACT

- 2.5.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.
- 2.5.2** Upon award of contract, if the task order agreement is greater than \$30,000, a contract performance and a payment bond, each equal to 100% of the contract amount must be provided by the selected vendor by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher.
- 2.5.3** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- 2.5.4** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.

2.6 PRODUCTION REQUIREMENTS

- 2.6.1** Time is of the utmost importance of this project. The successful Proposer will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to the specifications in the RFQ.

2.7 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.7.1** As concrete services are required, a request for a quote will be sent to the contractor or contractors' designee for that job assignment. The successful contractor will be required to submit a new quote based on that job assignment each time
- 2.7.2** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Commerce under the terms of the contract executed. The invoice shall be directed to nvoices@commercega.gov

The invoice shall contain a complete itemization of services, the total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Commerce's Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the site(s), less retainage.

- 2.7.3** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.1 LOCATION & SITES

- 2.1.1** All work will be completed within the boundaries of the City of Commerce.
- 2.1.2** The contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as directed by the Utility Department Head.

2.2 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.2.1** The work connected with this contract shall be performed in accordance with all applicable OSHA regulations and standards, including any additions or revisions thereto until the job is completed and accepted by the City of Commerce.

2.3 NON-COLLUSION

- 2.3.1** Vendor(s), by submitting a proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company

engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.4 MATERIALS

- 2.4.1 Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.4.2 All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.5 CONTRACT REQUIREMENTS

- 2.5.1 The successful Vendor is required to do the following within ten (10) days of Notice:
 - 2.5.1.1.1 Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.5.1.1.2 Provide Insurance Certificates as specified in the RFQ documents.
- 2.5.2 Failure to execute the Contract or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the RFQ guaranty of City of Commerce, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised or constructed by City forces.
- 2.5.3 Liquidated Damages: In the event of any delay which is not the fault or responsibility of the Contractor or any supplier to the Contractor, the Contractor is entitled to additional days for performance of this Contract. Contractor shall not be entitled to any additional money for any delay which they encounter. The Contractor's sole remedy shall be to obtain an extension of time from the Owner within which this Contract is to be performed. Under no circumstances shall the Contractor be entitled to assert any claim of entitlement against the Owner for actual or consequential damages resulting from delays. In conformity with the "time is of the essence" provisions of this contract, the amount of liquidated damages for this contract shall be in the amount of \$300 per work day for every day the contract is not completed after 90 days from the time of the Notice to Proceed.

2.6 SCHEDULE

- 2.6.1 Schedule: The Vendor shall provide to **Steven Slayton, PW Superintendent** at sslayton@commercega.gov. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A
RFQ 26-013
SCHEDULE OF
EVENTS

Event:	Date:
Release of RFQ	April 2, 2026, at 9:00 a.m.
(Optional) Pre-Proposal Meeting	April 15, 2026 at 10:00 a.m.
Deadline for Written Questions	April 25, 2026, at 5:00 p.m.
Proposals Due	May 15, 2026, at 2:00 p.m.
Proposal Evaluation	On/About May 2026
Contract Award (On/about)	On/About June 2026

APPENDIX B

RFQ 26-013

REFERENCES

Please complete attached reference form and provide accurate information for each reference. Please inform your references that the City of Commerce will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Commerce will not serve as a reference, in the event that your Company worked with the City of Commerce previously.

Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

References for _____

Please provide a list of contact numbers, addresses and a contact person for at least three (3) projects completed (or in progress) having a similar specification and scope of work.

City of Commerce requests a minimum of three (3) references where work of a similar size and scope has been completed (or in progress).

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX C
RFQ 26-013
COST PROPOSAL

Please submit the attached unit pricing sheet in a *sealed envelope*. Project costs will be determined using the pricing sheet provided by the successful bidder.

COST PROPOSAL FORM

Code	Item Description	Units of Measure	Price
GDOT	Concrete Header Curb 5000 PSI concrete	Linear Foot/Foot	
GDOT	24 Inch Curb and Gutter 5000 PSI Concrete	Linear Foot/Foot	
GDOT	24 Inch Roll Back Curb 5000 PSI Concrete	Linear Foot/Foot	
GDOT	Concrete Sidewalk (5') 5000 PSI Concrete	Square Foot	
GDOT	Concrete Sidewalk(10') 5000 PSI Concrete	Square Foot	
GDOT	Curb cut/Wheelchair Ramps	Each	
GDOT	Truncated Mat- Typical	Each	
Per Project	Concrete Driveway (4") thick 5000 PSI concrete	Square Foot	
Per Project	Concrete Driveway (6") thick 5000 PSI Concrete	Square Foot	
Per Project	Concrete Driveway (6") thick 5000 PSI concrete WWF reinforcement	Square Foot	
Per Project	Concrete Driveway (6") thick 4000 PSI concrete WWF Reinforcement	Square Foot	
Per Project	Concrete Driveway (6") thick 5000 PSI concrete - rebar reinforcement	Square Foot	
Per Project	Concrete Driveway (6") thick 4000 PSI concrete - rebar reinforcement	Square Foot	
GDOT	Catch Basin Top Single wing /STD. Ring & Cover (cast) 5000 PSI concrete	Each	
GDOT	Catch Basin Top Double wing/ STD. Ring & Cover (cast) 5000 PSI concrete	Each	
GDOT	Inlet Throat - Standard 5000 PSI concrete	Each	
Per Project	4" Thick Slab/ Flat Work 5000 PSI Concrete	Square Foot	
Per Project	6" thick Slab/Flat Work 5000 PSI Concrete	Square Foot	
Per Project	8" thick Slab/Flat Work 5000 PSI Concrete	Square Foot	
Per Project	4" thick Slab/Flat work 5000 PSI Concrete with rebar reinforcement	Square Foot	
Per Project	6" thick Slab/Flat Work 5000 PSI Concrete with rebar reinforcement	Square Foot	
Per Project	8" thick Slab/Flat Work 5000 PSI Concrete with rebar reinforcement	Square Foot	
Per Project	Concrete Retaining Wall with rebar reinforcement	Square Foot	
Per Project	Keystone Walls	Square Foot	
Per Project	Pervious Pavers with compacted stone	Square Foot	
Per Project	Grading	Hourly	
Per Project	Aluminum fencing	Linear Foot/Foot	
Per Project	Concrete demo	Square Yard	
Per project	4" to 6" SDR Drain pipe W/Geotex	Linear Foot/Foot	
Per Project	Mobilization	Each	

APPENDIX D
RFQ 26-013
STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

About the Firm:

- a. Name of Bidder:
- b. Permanent main office address, email address, & pertinent contact numbers:
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Organizational chart
- e. With what bank do you do business?

Experience:

- f. Attach a list of 3-5 similar projects completed in the last 5 five years.
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. Resumes for key personnel
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. How long do you warrant a project?
- n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

- o. List your major equipment available for this contract.
- p. List any subcontractors whom you would expect to use for the contract.

CITY OF COMMERCE STATEMENT OF QUALIFICATIONS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by the City of Commerce and is subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Commerce.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. We certify that our firm has sufficient bonding capacity to provide a payment and/or performance bond for total cost of work. The City of Commerce reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

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

STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Company to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications 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 Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the Company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

Phone Number _____ Email Address _____

APPENDIX E
RFQ 26-013
ACKNOWLEDGEMENT OF
ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date

APPENDIX F
R Q 26-013
PACKET CHECKLIST

FIRM NAME: _____

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements. ***You must complete and attach this checklist to your bid packet. Failure to do so may you render ineligible for consideration.***

_____ Packet Checklist (attached to bid package)

_____ Two Hard Copies & One Electronic Copy of Bid Package (*including completed appendices and all required forms*)

Bid Package Components:

_____ Statement of Qualifications and Equipment (Appendix D)

_____ Cost Proposal Form (Appendix C)

_____ References (Form provided in Appendix E or in letter form)

_____ Acknowledgement of Addenda Form (Appendix F)

_____ Bid Bond

_____ Certificate of Liability Insurance

_____ E-Verify Contractor and SAVE affidavits

<p>Mail or deliver to: City of Commerce 110 State Street Commerce, Georgia 30529 Attn: Christy Case, Finance Director RFQ 26-013 ON-CALL CONCRETE SERVICES</p>

APPENDIX G

RFQ 26-013

REQUIRED DOCUMENTS

(See Supporting/Related Documents)

City of Commerce

PO Box 348
Commerce, Georgia 30529
www.commercega.gov



VENDOR REGISTRATION FORM

COMPANY CONTACT

COMPANY NAME		MAILING ADDRESS	
TELEPHONE			
FAX			
EMAIL		WEBSITE	
POINT OF CONTACT NAME&TITLE		CONTACT EMAIL	
CONTACT PHONE 1		CONTACT PHONE 2	

COMPANY OVERVIEW

GENERAL DETAILS OF SERVICES / GOODS			
DATE COMPANY ESTABLISHED		GROSS ANNUAL SALES	
GEOGRAPHIC SERVICE AREA		LEGAL STRUCTURE	
BUSINESS TYPE		YEARS PREVIOUSLY REGISTERED	
INSURED?		BONDED?	
LICENSED?		LICENSE NUMBER	
ADDITIONAL INFO			

BANKING INFORMATION

BANK NAME		BANK ADDRESS	
BENEFICIARY NAME			
ACCOUNT NUMBER			

CERTIFICATION

I hereby affirm that all information supplied is true and accurate to the best of my knowledge and belief, and I understand that this information will be considered material in the evaluation of quotations, bids, and proposals. Notice must be given of any change in status impacting the information provided within ten (10) days of said change.

PRINTED / TYPED NAME		TITLE	
SIGNATURE		DATE	

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

_ E-Verify Number

Date of Authorization

_ Name of Contractor

Name of Project

_ Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER

To: SUPPLIER DATE

SUPPLIER'S ADDRESS CITY STATE ZIP CODE

THE UNDERSIGNED HEREBY CERTIFIES that all purchases* made after this date will qualify for the tax-free or tax-exempt treatment indicated below. (Check the Applicable Box) (*The terms "purchase" and "sale" include leases and rentals.)

- 1. Purchases of tangible personal property or services for RESALE ONLY. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE. O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
2. Purchases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(A).
3. Purchases of tangible personal property or services made by any authority created by local law enacted by the General Assembly or local constitutional amendment, which authority provides public water or sewer service. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(B).
4. Purchases of tangible personal property or services made by the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
5. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
6. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
7. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private carriers. O.C.G.A. § 48-8-3(33)(A).
8. Purchases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: City of Commerce, Georgia Sales Tax Number: (IF REQUIRED)

Purchaser's Type of Business: Local Municipality

Purchaser's Address: 27 Sycamore Street, PO Box 348, Commerce, Georgia 30529

Printed Name Christy Case Title: Finance Director

Signature Christy Case

Telephone Number: (706) 335-1893 Email: ccase@commercega.gov

