City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529
Phone: (706) 335-3164
Email: bids@commercega.gov

SUBJECT: Request for Proposal for Landscaping Services

The City of Commerce invites qualified professional service providers to submit competitive sealed proposals for landscaping services throughout the city.

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The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce. 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 27-005"** and delivered to:

City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529
Attn: Finance Specialist

Due no later than December 8, 2026, by 2:00 pm local time prevailing. Any proposals received after this time will not be accepted. 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) are encouraged to contact the Finance Specialist at bids@commercega.gov.

The City of Commerce does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required to fully participate in any open meeting, program or activity should be directed to City Hall at 706-335-3164.

The written proposal documents supersede any verbal or written prior communications between the parties. All companies submitting a proposal will be notified in writing of award.

We look forward to your proposal and appreciate your interest in the City of Commerce.

City of Commerce

REQUEST FOR PROPOSAL
FOR
Landscaping Services

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

December 8, 2026, by 2:00 pm local time prevailing

City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

CITY OF COMMERCE, GEORGIA
REQUEST FOR QUALIFICATION
FOR
Landscaping Services

SECTION ONE - REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE
The City of Commerce seeks a qualified vendor to provide monthly general landscaping services that maintain a clean, professional appearance at City-owned properties. The initial contract term will be one year, with renewal to be reviewed before the term expires.

1.1 INFORMATION TO VENDORS

RFP TIMETABLE
The anticipated schedule for the RFP is as follows:

RFP Available	**November 5, 2026**
Deadline for questions	**November 19, 2026,** 2:00 pm, local time prevailing
Submittal deadline	**December 8, 2026,** 2:00 pm, local time prevailing

1.2 RFP SUBMISSION:
One (1) original, one (1) copy, and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 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
110 State Street
Commerce, GA 30529
Attention: Finance Specialist

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

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 the **Finance Specialist by email at bids@commercega.gov** to clarify any part of the SCOPE or purpose of this RFP, or for questions pertaining to submittal requirements. All questions that arise must be submitted prior to ten (10) business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via 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 of Commerce 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.gov under the "Business" tab. 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 will not be considered.***

1.7 MIMINUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 90 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 corporation 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 prices will be opened and reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from the Finance Specialist, after the RFP due date and time stated herein. There **will be** a public opening, and a Tally Sheet will be available on the City's website or upon request following the deadline.

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 completed vendor master form and 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) day notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

The City, Federal, State, and other Local government agencies 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. Contractor shall be obligated for any future annual period if Contractor is not notified in writing at least thirty (30) days prior to the beginning of the annual period for which non-appropriation is being claimed.

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 and 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 above 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 City of Commerce and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of Commerce 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 One (1) fully executable electronic copy of the response (in Word or .pdf format) and any Technical Requirements (in Excel format).

1.17.2 Two (2) paper versions of the proposal. **The original shall be clearly marked "original"**.

1.17.3 The proposals 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 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.

1.20 BONDING

1.20.1 A performance bond in the amount equal to 100% of the contract amount will be required upon contract.

1.20.2 Each proposal must be accompanied with a bid bond in an amount equal to 5% of the base proposal, payable to the City of Commerce and issued by a Corporate Surety authorized to do business in the State of Georgia, in order to guarantee that the submitter will enter into a contract to construct the project strictly within the terms and conditions stated in this proposal and in the bidding and Contract Documents, should the construction contract be awarded to him.

SECTION TWO - GENERAL CONDITIONS

2.0 PURPOSE

The City of Commerce seeks to contract with a qualified landscaping service provider to maintain grass and vegetation. Vendor may have the opportunity to provide services for additional projects that arise throughout the year. Compensation for such additional services will be mutually agreed to as a change order to the contract. The initial contract term will be one year, with performance reviewed before the end of each contract year to determine whether to renew the agreement.

2.1 CONTRACT PERIOD

City of Commerce intends to award a one-year contract. The vendor services shall be reviewed annually, with the possibility of renewal on a year-to-year basis. To that end it requests proposals from qualified firms that meet the specifications listed herein.

2.2 CONTRACT COST DETAILS

Project labor cost shall be submitted for the following procedures and shall remain unchanged for each contractual year.

2.3 ADMINISTRATION

The project will be administered by the City of Commerce through the Finance Specialist, being the main point of contact for all questions during the proposal period. The **Public Works Superintendent and Downtown Development Director** will be the main points of contact once the project is initiated.

2.4 PROCEDURES & MISC. ITEMS

2.4.1 All questions shall be submitted in writing (e-mail is preferred) and will be communicated to all firms responding to this RFP.

2.4.2 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.

2.4.3 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.

2.4.4 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 proposal as non-responsive.

2.4.5 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. This shall not affect offers of discounts for payment of less than 30 days, however. Payment will be processed after completion of all construction and the successful testing of all installed products.

2.4.6 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.

2.4.7 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 proposals on contacts by any agency of the State of Georgia.

2.4.8 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. The contractor shall comply with applicable federal, state, and local laws and regulations.

2.4.9 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.

SECTION THREE – SCOPE OF SERVICES

3.0 GENERAL OVERVIEW OF PROFESSIONAL SERVICES & FUNCTIONS

3.0.1 The vendor shall maintain grass and vegetation on City properties and rights-of-way using conventional mowing equipment, small equipment, and hand tools. The vendor shall provide all necessary equipment and maintain the equipment. A list of locations, and location specifics are included in Attachment A. Maps are included in Attachment B.

3.0.2 General functions shall include, but not limited to, the following:

3.0.2.1 Coordination of monthly landscaping services, and interaction with applicable departments.

3.0.2.2 Services shall comply with general safety requirements to protect residents, employees, and passersby and shall not obstruct traffic.

3.0.2.3 The vendor shall mow turf areas; control weeds in landscaped beds and along concrete borders; remove leaves and other landscaping debris; and

prune vegetation as directed by the City of Commerce to maintain a clean appearance.

3.0.2.4 The vendor shall control weeds and fertilize turf as necessary.

SECTION FOUR – PROPOSAL FORMAT

4.0 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Commerce. Vendors should be sure they have included an **electronic copy** of the response as part of their proposal. Instructions relating to each part of the response to this RFP are defined in the remainder of this section.

4.1 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

4.2 COMPANY BACKGROUND

Vendors must provide the following information about their company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a vendor to provide additional support and/or clarify requested information. The vendor should outline the company's background, including:

4.2.1 How long the company has been in business.

4.2.2 A brief description of the company size and organization.

4.2.3 The number of and history of other companies serviced.

4.3 CLIENT REFERENCES

Vendors should provide at least three (3) client references that are similar in size or complexity to the City of Commerce, located in the state of Georgia. Information should include at the minimum: name of client reference, name of agency, address, telephone, and e-mail.

4.4 PROPOSAL SHEET

Respondents should, in a separate envelope, include a **Total All-Inclusive Not to Exceed Maximum Price**. The cost proposal is to contain all pricing information related to performing the scope of work as described in the RFP. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses. The cost proposal should be inclusive of all equipment, equipment maintenance, materials for fertilization and weed control as outlined in the scope of services.

4.5 ADDENDA

If revisions become necessary, the City will provide written addenda to all vendors who have received the RFP. Said addenda will be posted on the City's website (see section 1.4 above). **All addenda issued by the City must be noted on any proposals that are submitted to the City**. Vendors shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal.

SECTION FIVE - SELECTION

5.0 FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, the project representative will make a recommendation to the City Council of Commerce. 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.

5.1 Evaluation Method

The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce. One vendor will be awarded the overall contract.

5.2 Selection Criteria

Responses to this RFP will be scored according to the following criteria:

5.2.1 Complete proposal – 20 Points

5.2.2 Applicant must show complete understanding of the services to described in this RFP – 15 Points

5.2.3 Experience and Past Performance – 20 Points

5.2.4 Cost – 45 Points

Attachment A

Commerce Gateway

- Homer Road & US 441 Hwy intersection
- Reference Commerce Gateway Map
- Cuts triangle area and around Commerce signage
- Every other week

Commerce Flower Beds in Downtown Area

- North Elm Street, Central Avenue, South Elm St, South Broad Street, State Street & Cherry Street.
- Reference Downtown #1 Map
- 22 total flower beds in downtown area
- Weekly

City of Commerce Administrative Complex – 110 State Street

- 110 State Street
- Reference Downtown #1 Map
- Every other week

Cherry Street Parking

- Reference Downtown #1 Map
- Every other week

State Street Parking

- Across the street from Administrative Complex at 110 State Street
- Reference State Street Parking Map
- Every other week

Cultural Center

- 232 Cherry Street
- Reference Cultural Center Map
- Every other week

Spencer Park

- 1607 South Elm Street
- Reference Spencer Park Map
- Weekly

Little Street Parking

- Reference Little Street Parking Map
- Every other week

Commerce Library

- 1344 South Broad Street
- Reference Commerce Library Map
- Weekly

Boys & Girls Club

- 45 Ridgeway Street
- Reference Boys & Girls Club Map
- Every other week

Recreation Department

- 545 Cedar Drive
- Reference Recreation Department Map
- Every other week

Presidential Park

- Corner of Maysville Road & Roosevelt Boulevard
- Reference Presidential Park Map
- Weekly

Jefferson Rd

- Reference Jefferson Road Map
- Maintains rights-of-way
- Every other week

Homer Road

- Reference Homer Road Map
- Maintains rights-of-way
- Every other week

The Public Works Department may extend service intervals at any location during off-peak seasons, including fall and winter.

Attachment B

COMMERCE GATEWAY

67%

GPS accuracy 13.9 ft



DOWNTOWN #1

GPS accuracy 10.7 ft



12:16 PM Tue May 19

64%

STATE ST PARKING

GPS accuracy 13.2 ft



CULTURAL CENTER

GPS accuracy 13.2 ft



SPENCER PARK

GPS accuracy 20.8 ft



12:23 PM Tue May 19

61%

LITTLE STREET PARKING

GPS accuracy 11.7 ft

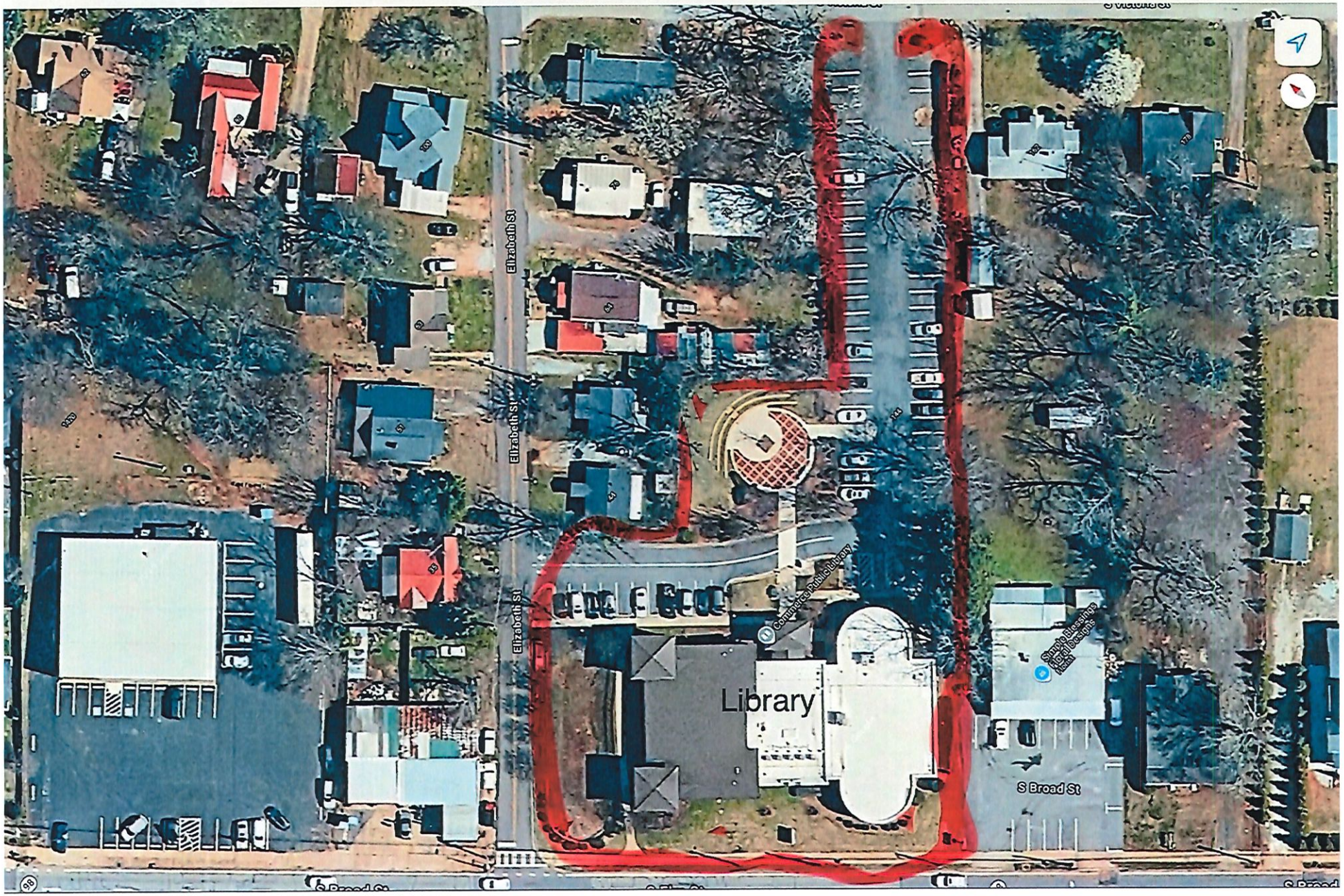


12:13 PM Tue May 10

65%

LIBRARY

GPS accuracy 17 ft



BOYS & GIRLS CLUB

GPS accuracy 55 ft · 15 ft required



RECREATION DEPT

GPS accuracy 12.3 ft



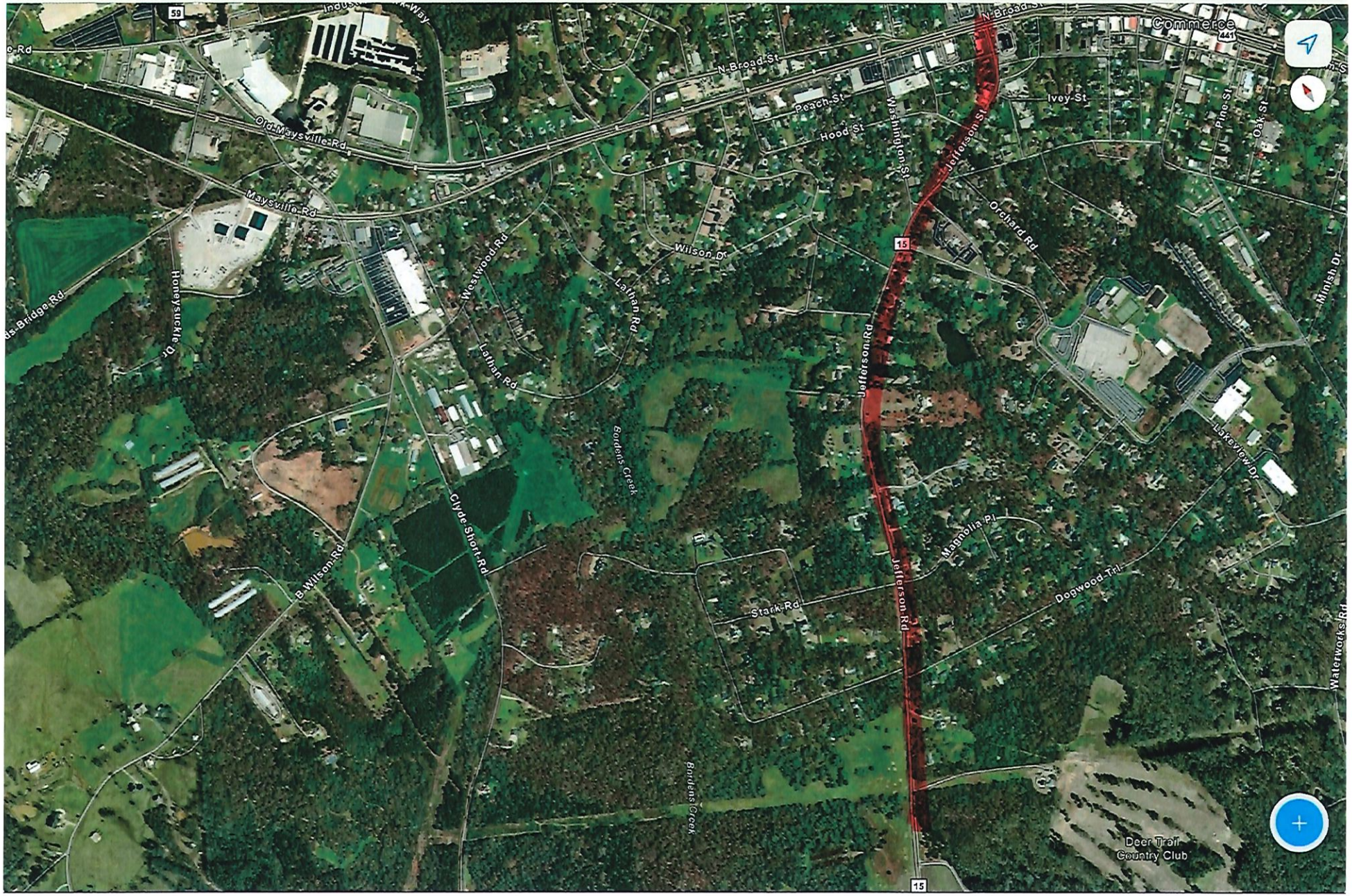
PRESIDENTIAL PARK

GPS accuracy 14.1 ft



JEFFERSON ROAD

GPS accuracy 34.5 ft · 15 ft required



HOMER ROAD

GPS accuracy 40.5 ft · 15 ft required



Required Forms for Submission

CITY OF COMMERCE

EXECUTION OF PROPOSAL
DATE: _____

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

___ That this proposal was signed by an authorized representative of the firm.

___ 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 Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my proposal meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation 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 quotation and certify that I am authorized to sign this quotation for the Contractor.

Business Contact Representative

Operational Contact Representative

Vendor's Name Federal ID #

Address

Phone Fax

Email

Authorized Signature Date

Typed Name & Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

CITY OF COMMERCE

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, firm, 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.GA. § 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

_____ _____

Signed 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 SEAL]

Notary Public

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