



**City of Stonecrest**

**Department of Purchasing and Contracting**

**REQUEST FOR PROPOSAL (RFP) NO. 2022-009**

**FOR**

**2022 ECONOMIC DEVELOPMENT PLAN**

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**Bids will be received up to 2:00 p.m. local time on Monday, August 22, 2022.**

Questions regarding the RFP process should be directed via <https://www.bidnetdirect.com/georgia/cityofstonecrest>. **Only questions received prior to 5:00 p.m. on Friday, August 5, 2022, will be considered.**

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**I. INTRODUCTION**

**Purpose**

The City of Stonecrest, Georgia is seeking competitive bids for RFP 2022-009 Economic Development Plan for responsible bidders.

**Background**

Stonecrest is a community of nearly 60,000 people that was incorporated in 2017. The City is located along Interstate 20 roughly three miles east of I-285 (“The Perimeter”) and 20 miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of DeKalb County and is bordered generally by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated DeKalb County to the north and west.

I-20 separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods and substantial outdoor recreation areas. Welcoming to all, Stonecrest is proud to be one of the largest majority African American cities in Georgia.

Much of the City’s commercial core south of I-20 was master planned by Cadillac Fairview, a development company that purchased more than 1,400 rural acres in the 1980s and opened the 1.3 million square foot Mall at Stonecrest in 2001. Cadillac Fairview is no longer involved in the project, but the Mall is well occupied and evolving. Much of the land around the mall remains undeveloped, including approximately 300 acres controlled by a private developer via a bond-for-title arrangement with the Stonecrest Development Authority.

One of the defining features of Stonecrest is the 2,550-acre Davidson-Arabia Mountain Nature Preserve, a stunning natural area with hiking trails, 30 miles of paved multi-use paths, lakes, and the granite monadnock of Arabia Mountain itself. The broader, 40,000-acre Arabia Mountain National Heritage Area contains many additional assets including the historic African American community of Flat Rock, active quarry, and a Trappist monastery. Other notable assets in the City include Emory Hillandale Hospital, the South River, and a number of formerly County-owned parks and recreation facilities.

Stonecrest is primarily a bedroom community, with residents driving an average of 37 minutes to traditional Metro Atlanta job centers like Downtown, Perimeter Center, and Hartsfield-Jackson International Airport. The City is home to many entrepreneurs and well-educated professionals, but most of the jobs available locally are in the industrial and retail sectors. There is very little office space in Stonecrest, and most new commercial development of late has been industrial.

**Submittal**

Bids must be submitted electronically at <https://www.bidnetdirect.com/georgia/cityofstonecrest>

**Preparation of Bids**

- a. If there is any question whatsoever regarding any portion of the instructions or specifications,

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it shall be the bidding company's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein.

- a. <https://www.bidnetdirect.com/georgia/cityofstonecrest>
- b. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations of specifications shall be made upon the basis of this statement.
- c. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The bid must be signed by an official authorized to bind the bidder.
- d. The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.
- e. The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- f. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the bid.

**Invitation to Bid Process**

This solicitation is an Invitation to Bid (RFP). In using this method for solicitation, bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).

The City has the right to reject any and all bids, to waive informalities, and to re-advertise.

The judgement of City of Stonecrest Purchasing and Contracting on matters, as stated above, shall be final. The City reserves the right to decide which Bid(s) will be deemed lowest, responsive, and responsible.

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**II. BIDDER INFORMATION**

**1. Category of Award**

The following bid shall be awarded to one “responsive” bidder on a unit price basis with a “Not to Exceed” amount. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.

**2. Disadvantaged Business Enterprise (DBE) Requirements**

The City of Stonecrest does not discriminate on the basis of race, color, sex, or national origin. In order to qualify as a DBE firm, said firm must be certified as a DBE Contractor by the Georgia Department of Transportation. Please complete the DBE Participation Form on page 29.

The Contractor is encouraged to make every effort to achieve the minimum 5% DBE participation. However, if the Contractor cannot find sufficient DBE participants to meet this requirement, the City of Stonecrest will consider a bid award with less DBE participation if the Contractor can provide documentation of their good faith efforts.

**3. City of Stonecrest Non-Discrimination**

The City does not discriminate on the basis of race, age, sex, national origin, religion or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

**4. Business Enterprises**

The City strongly encourages Small Business firms to participate in this RFP.

**5. Permits, Taxes, Licenses, Bonds, Ordinances, and Agreements**

All Corporations should provide corporate seal, a copy of the Secretary of State’s Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

**6. Additional Work**

The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the

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Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

**7. Hold Harmless Agreement**

The Offeror shall Hold Harmless and indemnify the City of Stonecrest, its past, future and current City Council, and its past, future, and current employees, agents, volunteers or assignees ("City Indemnitees") from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror's or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this proposal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Offeror's Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a City of Stonecrest Indemnities, then Offeror's Obligations shall be reduced by the proportional fault of the City of Stonecrest Indemnities.

**8. Bonding and Insurance Requirement**

1. A bid bond is required in the amount of five percent (5%) of the total bid. (See Appendix III)
2. The successful bidder shall submit a performance bond payable to the City of Stonecrest in the amount of 100% of the total contract price.
3. The successful bidder must meet the City's insurance requirements as listed below upon award of contract.

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- a. Statutory Workers' Compensation Insurance
  - a. Employers Liability:
    - Bodily Injury by Accident - \$1,000,000 each accident
    - Bodily Injury by Disease - \$1,000,000 policy limit
    - Bodily Injury by Disease - \$1,000,000 each employee
- b. Comprehensive General Liability Insurance
  - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
  - b. Blanket Contractual Liability
  - c. Blanket "X", "C", and "U"
  - d. Products/Completed Operations Insurance
  - e. Broad Form Property Damage
  - f. Personal Injury Coverage
- c. Automobile Liability
  - a. \$ 500,000 limit of liability
  - b. Comprehensive form covering all owned, non-owned and hired vehicles
- d. Umbrella Liability Insurance
  - a. \$1,000,000 limit of liability
  - b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
- e. The City of Stonecrest, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Stonecrest and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

**A copy of the City's standard contract is attached as an appendix to this RFP. Once the RFP is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.**

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**III. ADDITIONAL CONDITIONS**

1. All materials submitted in response to this RFP become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the RFP, and selection or rejection of the bid does not affect this right.
2. Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
3. The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.



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**IV. TIMELINE FOR RFP**

The bid shall follow the below time period:

<b>Friday, July 22, 2022</b>	Release of RFP
N/A	Pre-Bid Conference
<b>Friday, August 5, 2022</b>	<b>Deadline for Questions at 5:00 p.m.</b>
<b>Wednesday August 10, 2022</b>	Responses to Questions Posted on via Bidnet
<b>Monday August 22, 2022</b>	<b>Submission of Bids Due by 2:00 p.m.</b>
<b>Monday, September 26, 2022</b>	Recommendation at Council Meeting
<b>Monday, October 10, 2022</b>	Anticipated Notice to Proceed
<b>TBD</b>	<b>Completion Date</b>

**Award of Contract**

The Purchasing Department will publicly open the bids on the date herein stated. All bids shall remain firm for forty-five (45) calendar days after the bid opening and through the completion date of the project. In the event the City has funding available prior to the completion date of the project, the bidder agrees to have the prices reflected in their proposal remain firm.

Before awarding the RFP, the City may request additional information from Responders. The City reserves the right to reject any and all bids if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

The responsible and responsive bid offering the lowest price will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

**Bid Rejections**

The City reserves the right to accept or reject any and all bids as deemed to be in the best interest of the City.

Bids will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest;
- Is delinquent in the payment of a loan(s) with the City;
- Has had property acquired through foreclosure or a judgment within the past ten (10) years;
- Has outstanding judgments or debts owed to the City;
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

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**Disclaimer/Reservation of Rights**

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

The City reserves the right to extend the deadline for submission of bids, to request supplementary information, to conduct interviews with any or all of the developers submitting bids, to waive minor informalities, and to reject any or all bids, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all bids when required to do so by applicable law.

**Due Diligence**

The Bidder shall be responsible for conducting due diligence in responding to this RFP. If, after the RFP is issued but prior to the receipt of bids, the RFP must be amended or clarified, the purchasing agent may issue an Addendum.

Should you have any questions, contact Gia Scruggs, Procurement Officer, at (470)-542-0017 or [procurement@stonecrestga.gov](mailto:procurement@stonecrestga.gov).

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## **V. SCOPE OF WORK**

### **Study Context**

Increasing residents' quality of life through Economic Development was one of the primary themes in the campaign to incorporate Stonecrest. This was based on the premise that local control could allow for more tailored efforts to bring professional jobs, quality retail and restaurants, and greater investment in the local workforce. As a limited-service city, Stonecrest is served by Dekalb County Public Schools. Many core functions like Public Works, Police, and Fire are also still provided by Dekalb County. However, Economic Development is one of the key departments led by City Staff.

Stonecrest adopted its first comprehensive plan in 2019. One of its main recommendations was to develop a Strategic Economic Development Plan that could engage the community and guide City Staff toward specific objectives and programs to support economic growth. In the absence of such a plan, the City's early Economic Development initiatives were inconsistent, as were the results.

The Covid-19 pandemic and a series of changes to the City's charter and staffing model delayed the creation of this critical plan. However, the City is facing a number of pressures that bring urgency to this effort. These include regional demand for industrial space and the conflicts that can present with neighborhoods and the natural environment; a rapidly shifting retail landscape that is forcing regional malls nationwide to reinvent themselves; concerns about density and a growing trend of build-to-rent subdivisions; hybrid work that has created demand for more services in formerly bedroom communities; traffic and high transportation costs; and a need to create higher-paying local employment opportunities and pathways for youth. Perceptions of crime and corruption have also been presented as concerns by potential businesses.

Underlying this context is a set of straightforward community expectations: A better grocery store. More upscale restaurants, and not just around the existing Mall. More things for families to do. Better partnerships with local schools. Industrial development that is limited to specific areas and well controlled. Transparency and integrity in how businesses and property owners are engaged by City officials. This plan will not be considered successful if these basic needs are ignored.

In the spring of 2022, the City Council created an Economic Development Plan Steering Committee, consisting of large and small business owners, residents, and regional partners. This request for proposals incorporates input from this group and, while Staff will serve as the daily point of contact, the committee should be viewed as a key source of input to the selected Respondent.

### **Key Questions**

The City sees the SEDP as an important tool to answer or begin to answer the following questions:

What is driving the current mix of businesses in the City? What type of businesses would the community like to see more of or less of? Are there things the City can control that would help us attract more of the businesses that residents desire?

What can be done to increase the resilience of the City's small business community and ensure the long-term success of local businesses? Can Stonecrest become a premier location for entrepreneurs?

How can the City create more opportunities for existing residents to work in Stonecrest in higher-paying jobs? What industries could be cultivated to better align with the local workforce and bring more office-sector jobs to the City?

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How can the City support fiscally positive, quality development in its industrial parks that is not harmful to neighborhoods or the environment?

How can we extend the length of visits to our local hotels, promote our brand, and better leverage our parks? How can we attract businesses that support and align with our community's strengths? What are the appropriate aspirations for the City's Economic Development team given limited resources? How should the department be staffed to ensure successful implementation of the SEDP? Are there alternative approaches (i.e. partnerships or external entities) that could accelerate efforts to grow and attract businesses?

What tools should the City utilize in order to reach its Economic Development objectives? What partnerships should be developed, continued, or abandoned? What role, if any, should CIDs or quasi-governmental agencies have in Stonecrest's Economic Development approach?

What could the City do to better align its Future Land Use map (specified in the City's Comprehensive Plan) and Economic Development policies?

What role should the City take in creating a "town center"? What tools should the City consider to facilitate such a destination and what first steps should be taken? How might a local-serving town center relate to the City's existing regional commercial core?

Additional questions will emerge during the development of the plan. The successful Respondent will demonstrate a track record of surfacing and answering such questions.

**Scope of Work**

Respondents should propose an approach to the Strategic Economic Development Plan that combines best practices in technical analysis and community outreach with creativity and an understanding of the community's unique needs. At minimum, Respondents should present an approach that incorporates the following analytical steps:

1. **Review of Background Materials.** The selected consultant should review relevant plans and studies. These include but are not limited to:

- Stonecrest Livable Centers Initiative (LCI) Plan (2014)
- ULI Technical Assistance Panel on the East Metro Dekalb CID (2016)
- DeKalb County Industrial Inventory Study (2016)
- City of Stonecrest Comprehensive Plan (2019)
- Dekalb County Strategic Economic Development Plan (2019)
- Stonecrest Development Authority MOU with Allen Family Stonecrest LLC (2019)
- City of Stonecrest Parks and Recreation Master Plan (2020)
- City of Stonecrest Transportation Plan (2020)
- City of Stonecrest Freight Cluster Plan (TBD)
- City of Stonecrest Film and Entertainment Strategy (TBD)

2. Existing Conditions. Review and analyze existing demographic, housing density, economic and labor force data and compare with like cities of similar size and socio-economic conditions. Use this data to show key demographic, social, economic and financial trends and forecasts.

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3. **Real Estate and Market Analysis.** The Consultant will analyze existing land use plans and make recommendations to ensure that the available land is used for the highest and best use as it relates to the City's long-term economic diversification and stability.
  - a. Conduct housing needs analyses, formulates housing strategies and policy recommendations.
  - b. Data-driven assessment of both the supply and demand sides of the market for each market sector
  - c. Develop market recommendations and strategies based on evolving trends in e-commerce, retail, and demographics
  - d. Examine the industrial districts to determine future uses and strategies bases on existing labor force, existing industries, and market trends
  
4. **Stakeholder Engagement.** Stakeholder engagement is a critical component of the plan. Residents should be heard and trusted relative to their views on the City and aspirations for the future. Goals and strategies that fail to achieve community buy in (if not full agreement) will be difficult to implement. Recognizing that resources are limited for this labor-intensive component of the plan, proposals should explain how input will be efficiently collected and analyzed from a wide range of stakeholders, to include:
  - a. Residents
  - b. Economic Development Plan Steering Committee
  - c. Existing partners including Discover Dekalb, Decide Dekalb, the East Metro CID
  - d. Business groups such as the Chamber of Commerce, Stonecrest Business Alliance and the Stonecrest Industrial Council, as well as large land/property owners
  - e. Non-profits such as the Flat Rock Archives, the Arabia Alliance and the South River Watershed Alliance.
  - f. City Staff, in particular the City Manager and the Directors of Economic Development, Leisure Services, and Planning & Zoning
  - g. Elected officials including City, County and State representatives
  - h. Other groups and individuals that may be identified by the Steering Committee
  
5. **Vision, Goals and Priorities.** Based on the analytical steps above, the consultant should outline a vision for Economic Development in the City of Stonecrest and a series of goals and priorities that are Specific, Measurable, Achievable, Relevant and Time-Bound (SMART). These goals should respond to the "Key Questions" stated earlier in this document along with others uncovered by the Respondent's research and analysis.
  
6. **Strategies and Recommendations.** The plan should outline specific strategies and recommendations to achieve the goals articulated above, including discrete tasks with responsible parties, timelines, and high-level costs/funding sources identified. Recommendations should be presented in terms of short-term (0-12 months), medium-term (1-3 years) and long-term (>3 years).
  - a. **Recommendations should include suggested targeted industrial sectors**

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- b. Provide recommendations for office/co-working space development**
  - c. Retail recommendations should include trade area data; traffic counts for specific corridors; and retail leakage data.**
  - d. Housing recommendations should include analysis of rental market to determine highest achievable rents, affordable housing demands, and analysis that existing zoning is in line with vision and mission of the community.**
7. Incentive program: The Consultant will recommend an Incentive Policy and program to include:
  - a. Identification of incentives currently used in targeting preferred industries and businesses;
  - b. Review of current incentives policy of regional competitors and suggestions for policies related thereto;
  - c. Assess feasibility of incentives for “green” initiatives, advanced technology initiatives and biotechnology;
  - d. Assess feasibility of incentives for speculative development particular types of spaces such as office, industrial, start-up/co-working, etc.
  - e. Identify approaches to promote mixed-use nodes for appropriate development.
8. Marketing: The consultant will recommend marketing strategies that will attract a mix of commercial, retail, and high-end residential as well as a mix of demographics.
9. **Accountability.** The City wishes to hold itself accountable to the recommendations presented and ultimately adopted by City Council. As such, proposals should include a mechanism to revisit and assess the City’s progress, allowing for course corrections and reprioritization of activities over a 1-5 year period. Respondents should explain how this may be effectively accomplished.

**Proposal Requirements**

Proposals should include and will be evaluated based on the following factors:

- Respondent’s Firm Name(s)
- Statement of Qualifications highlighting a track record of actionable and successful strategic Economic Development plans (10 points)
- Two examples of strategic Economic Development plans created by the proposing team (20 points)
- Detailed approach to the requested scope of work including community/business engagement plan and unique differentiating factors (30 points)
- Resumes of key personnel assigned to the project (20 points)
- Detailed cost and timeline required to complete the project, including the cost of annual “check-ups” aligned with Item 6 above (20 points)

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Company Name:

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Address:

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Contact Person:

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Phone Number:

---

Email Address:

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Signature:

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\* Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the asphalt topping item. No separate line item will be included for traffic control.

\*\*In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail.

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**CERTIFICATION OF SPONSOR**  
**DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is

\_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_



**INFORMATION REQUESTED TO ASSIST  
IN THE DETERMINATION OF RESPONSIBILITY**

**Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.**

**1. History and Organizational Structure of the Firm**

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

**2. References**

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

**3. Subcontractors**

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

**4. Previous Default**

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

**CERTIFICATE AND ACKNOWLEDGEMENT**

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- YES  NO Delinquent in the payment of taxes due to the City of Stonecrest;
- YES  NO Building or health code violations on property owned that is not being actively abated;
- YES  NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- YES  NO Have any outstanding judgments or debts to the City;
- YES  NO Have no past due loan(s) with the City;
- YES  NO Been subject to a foreclosure within the previous ten (10) years;
- YES  NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- YES  NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFP are true and correct. Unsigned/undated submissions will not be considered.

**CERTIFICATION OF AUTHORIZED REPRESENTATIVE:**

I \_\_\_\_\_ as Authorized Representative for \_\_\_\_\_, hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third-parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.

Legal Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Company Federal Tax ID Number

\_\_\_\_\_  
Individual E-Mail Address

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**RFP NO. 2022-009  
BIDDER'S CHECKLIST**

It is the Proposer's responsibility to read the RFP fully to determine all necessary information/documents are submitted in order for the bid to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

PROJECT: \_\_\_\_\_

RFP NO: \_\_\_\_\_

- The bid has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- Completion of Conflict of Interest Disclosure
- Completed Certificate and Acknowledgement
- Completed the DBE Participation Form
- We acknowledge that the City of Stonecrest does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
  - \*Immigration and Security Form**
  - \*Sub-Contractor Affidavit**

\_\_\_\_\_  
TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

\_\_\_\_\_  
SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

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

**RFP NO. 2022-009**  
**2022 Economic Development Plan**

**REFERENCES**

Please provide as references, the names of at least three (3) local corporate clients you have served for at least three (3) years.

1.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
  
2.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
  
3.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**RFP NO. 2022-009**  
**2022 Economic Development Plan**  
**SUBCONTRACTORS**

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**RFP NO. 2022-009**  
**2022 Economic Development Plan**  
**DBE PARTICIPATION**

Please provide the names, address, contact name and phone number of all Contractors and/or Subcontractors that will be utilized to meet the required minimum 5% DBE participation.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**APPENDIX I**

**CITY OF STONECREST CONTRACT AGREEMENT**



**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT BETWEEN THE CITY OF STONECREST AND \_\_\_\_\_ FOR  
INVITATION TO BID NO. 2022-009, Economic Development Plan**

This Agreement (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_ (hereinafter referred to as “Company”), and the **City of Stonecrest, Georgia** (“City”).

**WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

**WHEREAS**, the City of Stonecrest seeking Bids for an Economic Development Plan; and

**WHEREAS**, Company is willing and able to render said services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

**1. SERVICES**

Company agrees to render services (the “Services”) to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit “A” specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

**2. COMPENSATION**

a. Fee. In consideration for Services, City shall pay to Company a fee not to exceed the cost described in the bid. The full cost of said services shall not exceed for all the services detailed.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the bid, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

**3. RELATIONSHIP OF PARTIES**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers’ compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

#### **4. CONTRACT PERIOD**

The performance period for this contract shall be upon completion of the full scope of work. Contract performance shall begin on the date stated in the contract award letter.

#### **5. TERMINATION FOR CAUSE AND FOR CONVENIENCE**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by the City for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

#### **6. COMPENSATIVE IN EVENT OF TERMINATION**

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

#### **7. TERMINATION OF SERVICES AND RETURN OF PROPERTY**

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

## **8. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit “C”.

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

## **9. CONFLICT OF INTEREST**

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

## **10. PROPRIETARY INFORMATION**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as “Proprietary Information”). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

## **11. INSURANCE**

Company agrees to defend, indemnify and hold harmless the City of Stonecrest, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys’ fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

## **12. ASSIGNMENT**

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the City’s sole option terminate this Agreement without any notice to Company of such termination.

**13. NOTICES**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

Procurement Department  
Stonecrest City Hall  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038

With copies to:

City Attorney  
Fincher Denmark, LLC  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236

**If to the Company:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**15. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**17. ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company’s Scope of Services. In case of conflict between any term of the Company’s Bid and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

## **19. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Offeror's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300- 10-1, *et seq.* is a condition for the contract bid and any contract award. Offeror is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Offeror's Bid.

Pursuant to O.C.G.A. § 13-10-91 no Offeror or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Offeror or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Offeror, subcontractor, or sub-subcontractor of such Offeror or subcontractor, shall also be required to satisfy the requirements set forth herein.

## **20. CRIMINAL HISTORY BACKGROUND CHECKS**

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract.

The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check. This shall be done prior to the employee starting work.

Note: The Contractor shall provide to The Procurement Department, the names of **all** personnel assigned to perform services for the City of Stonecrest, **prior** to the start of work.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Stonecrest, Georgia**

By: \_\_\_\_\_  
Jazzmin Cobble

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
City Attorney

**Attest:**

\_\_\_\_\_  
City Clerk

**APPENDIX II**

**GEORGIA IMMIGRATION AND SECURITY FORMS**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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 Stonecrest 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 Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
E Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 2022

[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





**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 2022

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

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