

# Unified Government of Athens-Clarke County Request for Proposals (RFP) for Linnentown “Walk of Recognition”



<b>Key Activity</b>	<b>Dates</b>
<b>Athens Justice &amp; Memory Team Meeting: RFP Draft Discussion</b>	April 20, 2023
<b>“Walk of Recognition” RFP Release</b>	May 1, 2023
<b>RFP Q&amp;A Support Period</b>	May 8, 2023 – May 19, 2023
<b>“Walk of Recognition” Proposal Due</b>	June 2, 2023
<b>Proposal Evaluation Period</b>	June 5, 2023 – June 16, 2023
<b>Mayor &amp; Commission Award Approval</b>	August 2, 2023
<b>“Walk of Recognition” work to Begin</b>	TBA

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY (ACCGov)**

**DATE:** May 1, 2023  
**TO:** Professional Artist(s) / Graphic Design Firm  
**SUBJECT:** RFP for Linnentown “Walk of Recognition”

**INTRODUCTION**

The Unified Government of Athens-Clarke County desires to solicit competitive proposals from responsible vendors to provide professional services for the conceptualization, creation, and installation of the Linnentown “Walk of Recognition”. This public art project includes three to four historical and interpretive markers, along S. Finley St; artwork should: (1) reflect the history of Linnentown before, during, and after urban renewal, (2) give historical context of local urban renewal policies, (3) describe what current day Linnentown is, specifically the impact urban renewal had on Linnentown and its descendants; and (4) depict the current and future plans for the first decedents & location of the residents affected.

**FUNDING REQUEST LIMITS**

The estimated funding for this project is **\$50,000**. This means including, but not limited to, design, materials, fabrication, insurance, travel, installation, and artist’s fees.

**APPLICANT ELGIBILITY**

The project is open to professional artists, design firm, or a team 18 years and older, who are legal residents of and reside in the United States. It is preferred that the artist, design firm, or team has experience working with local governments, public art projects, historical and cultural preservation, and racial justice.

**PROPOSAL SELECTION PROCESS**

“Walk of Recognition” RFP Release:	May 1, 2023
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Mayor & Commission Award Approval:	August 2, 2023

"Walk of Recognition" work to Begin: TBA

***\*The Unified Government of Athens-Clarke County reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the Unified Government of Athens-Clarke County. \****

## **PROPOSAL SUBMISSION**

Attached hereto is the Request for Proposal (RFP) instruction document. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the Unified Government of Athens-Clarke County’s Inclusion Office. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the Unified Government of Athens- Clarke County.

**Proposals are due no later than June 2, 2023 at 4:00 p.m. ET. Proposals received after the deadline will NOT be considered. Incomplete applications will not be considered for funding.**

**SUBMITTAL FORMAT:** ALL proposal copies must be submitted either:

1. As a single complete PDF document via email sent to [inclusionoffice@accgov.com](mailto:inclusionoffice@accgov.com)
2. Drop off a completed printed copy of the proposal at the Inclusion Office 301 College Avenue 301B, Athens, GA 30601. Proposal must be labeled: Linnentown “Walk of Recognition” with agency name. Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. E.T., Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

## **BUDGET REVISION AND UNDERWRITING**

ACCGov reserves the right to grant less than what is requested or to restrict the use of funds to certain expenditures. If budget revisions are deemed necessary, the applicant will be notified.

The project will be subject to review under the normal underwriting criteria of ACCGov and under its sole discretion, reserves the right to deny/decline any application for funding it feels is not feasible or does not meet the criteria of this Request for Proposals. Where ACCGov resolves that a project as proposed is not feasible or does not meet the funding criteria, the applicant will be notified.

## **CONTRACT PROVISIONS**

The selected artist/design firm will be required to enter into a formal contract with Athens-Clarke County. **No work will begin on the project until the contract is signed by all parties.** *This process may require 4 to 6 months to complete after the artist is selected and notified; and may take longer depending on the city approval process.*

## **CONTACT INFORMATION**

Inquiries regarding proposals and technical questions may be directed to [inclusionoffice@accgov.com](mailto:inclusionoffice@accgov.com). Agencies are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the rejection of the Agencies submittal.

**TABLE OF CONTENTS**

SECTION I – REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS  
.....

SECTION II – REQUEST FOR PROPOSALS OVERVIEW AND PROCEDURES  
.....

SECTION III – SCOPE OF SERVICES  
.....

SECTION IV – SELECTION PROCESS AND EVALUATION CRITERIA  
.....

SECTION V – PROPOSAL FORMS  
.....

SECTION VIII – DOCUMENTS CHECKLIST  
.....

SECTION VIII – ATTACHMENTS  
.....

**SECTION I – REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS**

ALL PROPOSALS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND MAY BE SUBJECT TO DISCLOSURE.

A complete signed proposal must include the documents listed below:

**PROPOSAL FORMAT**

Agencies are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the agency's risk. Each agency shall furnish the information required by the solicitation.

*The proposal and budget must be signed by an officer of the agency, who is legally authorized to enter into a contractual relationship in the name of the agency.*

All proposals should include the information outlined below and **in the following order:**

**1. Cover Letter:** Provide an introduction letter summarizing the unique qualifications of your organization to meet the needs of this service requirement. This letter should be signed by an authorized representative who has the authority to enter into a contract with the Unified Government of Athens-Clarke County on behalf of the organization. Additionally, include the name, address, telephone number, and email address of the individual who serves as the point of contact for this solicitation.

**2. Table of Contents:** Including all sections and subsections.

**3. Business Information:** State the full name and address of your organization and the branch office or subordinate element that will perform the services described in this proposal. Include a telephone number, the point of contact and official signature of an authorized company representative. Indicate whether you operate as a single incorporated and/or licensed to operate.

**4. Qualifications and Experience:** Include an organization chart and summary resumes of key personnel proposed for the project, including but not limited to, designations of the team leader, the consultant responsible for design, the project manager, the person responsible for all proposed communications with the owner and all proposed sub-consultants and a description of their roles.

- a. **Current Project Assignments:** Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being managed by the key individuals proposed for our project.
- b. **Understanding of the Project:** Statement of the firm's understanding of the project and proposed approach for providing requested services.
- c. **Additional Services Required:** Based on the firm's understanding of the project, identify any additional services that might be required for a successful program.

**5. References:** Include a minimum of three references for contracts of a similar nature, preferably public sector references. Include the name, address, and telephone number, point of contact and description of the contract for each reference. Examples of no more than three "reference projects" which represent the design teams' approach to design solutions for projects of similar scale and complexity, and the information on these projects must indicate the contributions of proposed key personnel in the design and development of the "referenced projects" cited in the submittal.

**6. Proposed Design:** Up to five (5) images of your proposed design, annotated with image descriptions such as perspective, scale, etc. May include additional detail images, if needed. The media chosen to convey the proposed design(s) is up to your discretion, whether hand-drawn, computer generated, digital media, or photograph examples including previous work. However, all designs must be uploaded as a digital image to the application.

**7. Financial Information and Documentation:** Provide relevant information regarding organizational stability and strength. Documentation may include:

- a. A statement of organizational structure (e.g., sole proprietorship, partnership, corporation, joint venture, etc.), information regarding the make-up of that structure (e.g., owner, partners, board of directors joint venture partners, etc.), a listing of financial references.
- b. Failure to Complete Prior Projects - disclose whether the Agency (or any general partner or joint venture of the Offeror) has ever failed to complete a similar project. If so, list the date of commencement of the project and the entity for which the project was to be performed, and explain why the project was not completed.
- c. Disclose information and provide an explanation regarding any contracts involving the offeror or joint venture firm within the last three years which exceeded initial program or project budget, exceeded initial schedule, and any contract penalties or damages assessed.

**8. Proposed Budget:** Applicants should submit a budget and justification that describes line-item costs broken down into at least the categories set forth below. Applicants may use more categories if desired. Proposed artwork(s) should include but not limited to, design, materials, fabrication, installation-including foundation/supports, insurance, travel and artist's fees.

*The Unified Government of Athens-Clarke County maintains the right to negotiate the cost of the project with the Provider at the appropriate time.*

**9. Time/Cost Procedures:** A statement discussing your firm's procedures for controlling project time and cost during the design and construction phase.

**10. CADD Capabilities:** Consultant shall describe their in-house computer aided design and drafting (CADD) capabilities.

**11. Other Relevant Information:** Include any other relevant information concerning the project in this section.

## SUBMITTAL FORMAT

**Proposals are due no later than June 2, 2023 at 4:00 p.m. ET. Proposals received after the deadline will NOT be considered. Incomplete applications will not be considered for funding.**

ALL proposal copies must be submitted stating the company name, address, telephone number, with the subject line: **“RFP Linnentown Walk of Recognition”**.

**One (1) PDF document via email sent to [inclusionoffice@accgov.com](mailto:inclusionoffice@accgov.com)**

**One (1) PDF copy of section V-D Price Proposal Schedule**

OR

**One (1) paper copies of the signed proposal WITHOUT price**

**One (1) Separately Sealed paper copy of section V-D Price Proposal Schedule**

**(Must be submitted separately in a sealed envelope)**

2. Drop off a completed printed copy of the proposal at the Inclusion Office 301 College Avenue 301B, Athens, GA 30601. Proposal must be labeled: Linnentown “Walk of Recognition” with agency name. Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. E.T., Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

Agencies 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. No responsibility shall attach to the Unified Government of Athens-Clarke County for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper or improper address. **Proposals via facsimile will NOT be considered.**

## SECTION II – REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES

### A. INTRODUCTION



The Unified Government of Athens-Clarke County desires to solicit competitive proposals from responsible vendors to provide professional Art Installation services for the Inclusion Office Department, for a one-year period.

The contractor will provide services per the scope of services as indicated in Section III of this request for proposal (RFP).

## **PROPOSAL SELECTION PROCESS**

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“Walk of Recognition” work to Begin:	TBA

*\*The Unified Government of Athens-Clarke County reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the Unified Government of Athens-Clarke County. \**

## **CONTACT INFORMATION**

Inquiries regarding proposals and technical questions may be directed to [inclusionoffice@accgov.com](mailto:inclusionoffice@accgov.com). Agencies are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the rejection of the Agencies submittal.

## **BACKGROUND**

Athens is a university town known for its historic, diverse, and creative environment. The need for historical reckoning and story-telling, and public remembering through public art is a priority of our Mayor and Commission.

The Unified Government of Athens-Clarke County (ACCGov) acknowledges the fundamental injustice and resulting harm to Linnentown and other Black communities as a result of Urban Renewal by the City of Athens and the University System of Georgia. Moreover, ACCGov in partnership with Linnentown residents, seek to recognize the history and legacy of Linnentown and its descendants through the installation of an on-site ‘Walk of Recognition.

For example, the four interpretive and historical signs to be erected are loosely based on Sweet Auburn Ave project in Atlanta:

- <https://www.thejaxsonmag.com/article/cultural-heritage-placemaking-atlantas-auburn-avenue/>
- <https://www.atlantadowntown.com/adid/areas-of-focus/capital-projects/auburn-avenue-history-and-culture-project>

## **B. PURPOSE**

The purpose of this public art installation is to provide both historical and educational information of Linnentown to our residents, students, and visitors of Athens, GA and serve as a model for how redress can begin for marginalized communities harmed by urban renewal in Athens and elsewhere.

The historical and interpretive signage for the Linnentown “Walk of Recognition” should focus on the following:

- History of Linnentown community before urban renewal (Lyndon Row, Peabody Street).
- Historical context of local urban renewal policies.
- Information about the impact urban renewal had on Linnentown and its descendants.
- Information on what has been done to atone, as well as, the current and future plans for the first Linnentown decedents, and the area in which the community once lived.

The contractor will provide services per the scope of services as indicated in Section III of this request for proposal (RFP).

## **C. RFP TIMETABLE**

The anticipated schedule for the RFP and contract approval is as follows:

“Walk of Recognition” RFP Release: May 1, 2023

RFP Q&A Support Period:	May 8, 2023 – May 19, 2023
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**Proposals are due no later than June 2, 2023 at 4:00 p.m. ET. Proposals received after the deadline will NOT be considered. Incomplete applications will not be considered for funding.**

#### **D. CONTACT PERSON**

Inquiries regarding proposals and technical questions may be directed to Dr. Remy Epps at (706) 613-3015 or [inclusionoffice@accgov.com](mailto:inclusionoffice@accgov.com). Agencies are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the rejection of the Agencies submittal.

#### **E. MINIMUM PROPOSAL ACCEPTANCE PERIOD**

Proposals shall be valid and may not be withdrawn for a period of 60 days from the date specified for receipt of proposals.

#### **F. ADDITIONAL INFORMATION/ADDENDA**

The Unified Government of Athens-Clarke County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Agencies 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.

Request for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the agency's name, address, phone number, and fax number, and email address.

**Agencies must acknowledge any issued addenda. Proposals which fail to acknowledge the agency's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changed the Owner's requirements.**

Agencies who obtain this RFP from the Athens-Clarke County Unified Government website or the Inclusion Office website (<https://www.accgov.com/7679/Inclusion-Office>) **are advised to re-visit the above website to obtain any addenda which may be issued prior to the proposal closing date.** The Unified Government of Athens-Clarke County assumes no responsibility for Providers' failure to acknowledge any addenda issued.

#### **G. LATE PROPOSALS, WITHDRAWALS, MODIFICATIONS AND REJECTIONS**

Proposals shall not be modified by the Agency for a period of **sixty (60) days** following the time and date designated for the receipt of proposals, and each agency so agrees in submitting his proposal, unless requested by ACCGov. Negligence on the part of the agency in the preparation of his proposal shall not be grounds for the modification of a proposal after the time set for proposal closing.

Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered. Agencies may choose to withdraw a proposal if circumstances change and the agency would not be able to fulfill the proposal if selected. Withdrawn proposals may not be resubmitted after the proposal deadline.

#### **H. NON-COLLUSION AFFIDAVIT**

By submitting a proposal, the agency represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named and that the agency has not directly or indirectly induced or solicited any other agency to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the agency has not in any manner sought by collusion to secure to that agency any advantage over any other Provider.

By submitting a proposal, the agency represents and warrants that no official or employee of the Unified Government of Athens-Clarke County 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 therefrom.

#### **I. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

By submitting a proposal and executing the attached Affidavits, the agency verifies its compliance with O.C.G.A. §13-10-91. The agency further agrees to maintain records of such compliance and shall provide a copy of each such verification to Unified Government of Athens-Clarke County, at the time the subcontractor(s) is retained to perform such services.

#### **J. COST INCURRED BY PROVIDERS**

All expenses involved with the preparation and submission of proposals to the Unified Government of Athens-Clarke County, or any work performed in connection therewith shall be borne by the Provider(s). No payment will be made for any responses received or for any other effort required of or made by the Provider(s) prior to the commencement of work as defined by a contract approved by the governing body of the Unified Government of Athens-Clarke County.

#### **K. EQUAL OPPORTUNITY POLICY STATEMENT**

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

#### **L. HOLD HARMLESS AND INDEMNIFICATION**

The Agency agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government of Athens-Clarke County, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by agency, its officers, employees, and agents under any of the terms of this contract.

#### **M. SITE VISIT**

Agencies are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event, shall failure to inspect the site constitute grounds for a claim after contract award.

#### **N. AWARD OF CONTRACT**

This is a past performance/technical/price trade-off source selection in which competing Agency's past and present performance history and technical ability will be evaluated on a basis approximately equal to price. Award will be made to the responsible Provider whose proposal represents the best value after evaluation in accordance with the factors listed in [Section IV](#) herein. The Unified Government of Athens-Clarke County may reject any or all proposals if such action is in the Unified Government's interest.

#### **O. PLACE OF PERFORMANCE**

The Unified Government of Athens-Clarke County will not contemplate traveling outside the City of Athens to the contractor's facility for custom fitting or alterations. The agency shall insert

in the spaces provided in the price schedule the address of the plants or facilities location(s) that he intends to use.

## **P. QUALIFICATION OF AGENCIES**

The Unified Government of Athens-Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Agency to perform the work and the Agency shall furnish to the Unified Government all such information and data for this purpose as may be requested. The Unified Government reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Agency fails to satisfy the Unified Government that such Agency is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Proposals from any Agency that is in default on the payment of any taxes, license fees, or other monies due to the Unified Government will not be accepted.

## **Q. ALTERNATE PROPOSALS**

Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Agencies shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering subject matter thereof.

## **R. OPEN RECORDS**

In accordance with OCGA Section 50-18-72(a)(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. **An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10.** If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

### **SECTION III – SCOPE OF SERVICES**

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary for the Linnentown “Walk of Recognition” as per the scope of services outlined below.

#### **A. PURPOSE**

The Unified Government of Athens-Clarke County (ACCGov) is a consolidated city/county government located in the northeast section of the state of Georgia and is approximately sixty (60) miles northeast of Atlanta, Georgia. The Unified Government of Athens-Clarke County (the government’s official name) was formed in 1991 by a referendum which required the combining of The City of Athens and Clarke County. ACCGov serves an area population of approximately 130,000 with annual growth projected at 1% per year. ACCGov provides a multitude of local and state-funded services, which includes, but is not limited to, Public Safety, Utility, Courts, Corrections, Tax and Fire Services. ACCGov employs approximately 1,900 people.

The public art display, “Linnentown Walk of Recognition”, should tell the story of Linnentown, a predominately Black neighborhood destroyed by Urban Renewal and eminent domain policies in Athens, Georgia, in the 1960’s. The “Walk of Recognition” public art display will need to consist of three to four interpretive signage stations along S. Finley Street, which was historically the easternmost edge of Linnentown. The exact boundary for the historical signage public art installation area will be on the ACC right-of-way along South Finley Street, between parcels 171001N and 171001M. The points along the Walk of Recognition should provide both historical and educational information of Linnentown to our residents, students, and visitors of Athens, GA and serve as a model for how redress can begin for marginalized communities impacted by urban renewal in Athens and elsewhere. The four signage points will be dedicated to:

1. History of Linnentown community before urban renewal (I.e., Lyndon Row, Peabody Street).
2. Explain what Urban Renewal is and why the Linnentown neighborhood was destroyed;
3. Information about the impact urban renewal had on Linnentown and its descendants.
4. Information on what has been done to atone, as well as, the current and future plans for the first Linnentown decedents, and the area in which the community once lived.

**SPECIFIC TASKS:** Work shall include, but not be limited to the following:

- a. Determining specific cultural and historical features not limited to community life before, during, and after urban renewal, local heritage, first decedents, images and photos, relevant localized data, etc.
- b. Determining interactive features that help the passers-by to learn and engage with the installation as they make their way up the walkway; should encourage interaction for people of all abilities.

- c. Determining visitor experience by aiding in way-finding, protecting or framing view sheds, and in some cases provide functional uses that support passive recreation in the area.
- d. Determining existing landforms and landscape features, specifically as it relates to available ROW, and incorporate these wherever practical. Landforms may be shaped by the artist however; final slopes and surfaces must be low maintenance and in accordance with ACC specifications.
- e. Utilizing materials that should be highly durable, non-toxic, and resistant to normal weathering and vandalism.
- f. Gaining advisory committee approval on proposed design.
- g. Provide a checkpoint schedule of facilitated communication with the Athens Justice and Memory Project Committee.
- h. Manufacturing and installing signage.
  - a. Suitable interpretive and historical signage must be viewable from the street, the sidewalk, and perhaps from vantage points outside the walkway. Agencies are encouraged to visit the site, if at all possible, to help determine the appropriate scale and concept for the site. A map of the selected site location is included in Attachment A (labeled Linnentown Walk of Recognition- Design Overview). Landscaping need not be part of the artist's proposal.
  - b. Historical and Interpretative signage must meet the GDOT standards for decorative welcome signs, aesthetic features, murals and bridge embellishments. For GDOT policies and procedures visit <https://mydocs.dot.ga.gov/info/gdotpubs/publications/6755-9.pdf>.

## **ADDITIONAL BACKGROUND**

From 1900-1960, Linnentown was a community of approximately fifty (50) Black families that was a burgeoning and self-sustaining Black neighborhood consisting of skilled members of the Athens community including plumbers, electricians, beauticians, brick masons, housekeepers, and cooks. Linnentown families were tax-paying residents with decent, albeit low-paying, jobs who were building up generational wealth through the ownership of and investment in real property and durable goods.

In December 1954, Linnentown property owners petitioned the City of Athens to pave Lyndon Row in its entirety and install a street light. By January 1955, the Mayor and City Council approved an ordinance to pave Lyndon Row, and by February 1959, approved additional ordinances to pave Peabody Street, South Finley Street, and Church Street in their entirety, which would have upgraded water and sewage infrastructure and enhanced general accessibility for all Linnentown residents, thereby improving their lives and property values. These ordinances were never implemented and the improvements were not provided for Linnentown residents.



In 1959, the Housing Act was amended to allow universities and colleges to participate in the Federal Urban Renewal Program without providing housing for displaced communities. Between 1959 and 1961, University of Georgia President Omer C. Aderhold corresponded with several local, state, and federal officials, especially Athens Mayor Ralph Snow, University System of Georgia Chancellor Harmon Caldwell, and United States Senators Richard B. Russell and Herman Talmadge to request that they leverage political power for the University System of Georgia to obtain a federal urban renewal contract with the City of Athens to “clear out the total slum area which now exists off Baxter Street [i.e. Linnentown]”.

From 1962-1966, the University System of Georgia contracted with the City of Athens to demolish Linnentown in the name of ‘slum clearance’ in order to erect three ‘luxury’ dormitories—Brumby, Russell, and Creswell Halls—by means of the urban renewal program called the “University of Georgia Urban Renewal Program” or “Project GA R-50.” The City of Athens seized Linnentown properties through eminent domain for as little as \$1450 and families were displaced to public housing or sporadically throughout the City of Athens.

<https://accgov.com/DocumentCenter/View/75675/Linnentown-Resolution---Final-Version>

Visit the link below to view a comprehensive story map of Linnentown.

<https://storymaps.arcgis.com/collections/dbd31671bcf84f57903ebe058537c497>

<https://storymaps.arcgis.com/collections/dbd31671bcf84f57903ebe058537c497>

## **B. GENERAL REQUIREMENTS**

**AWARD TERM PERIOD:** The anticipated contract award term will be August 2, 2023 – February 2023. ACCGov may terminate or amend a contract to extend the Term as they deem necessary. Contracts are subject to available funding and compliance with contract terms.

**CONTRACT PERFORMANCE PERIOD:** Contract performance period shall be from the date of award for 12 months unless terminated by either party giving to the other written notice of termination in writing thirty (30) days prior to the proposed date of termination. Termination by the Unified Government of Athens-Clarke County can be immediate upon contractor failure to comply with any of the terms.

**ORDERING AND PAYMENT:** Performance will be ordered by issuance of a purchase order for the period of performance. Payment for work performed shall be paid monthly upon receiving invoicing with an attached copy of each certificate of receipt of service for that month signed by the Inclusion Officer. The contractor shall ensure that all invoices clearly reflect the purchase order number. All original invoices must be mailed or hand-delivered to Athens-Clarke County Accounts Payable, P.O. Box 1748, Athens, GA 30603 or Athens-Clarke County Accounts Payable, 375 Satula Avenue, Room 175, Athens, GA 30601. A duplicate invoice may be submitted to the department. Failure to comply with this provision may result in delayed payments for services rendered.

a. The Contractor shall prepare and submit invoices to the Finance Office address specified on individual orders. If the invoice does not comply with these requirements, the Finance Office

will return it with the reasons why it is not a proper invoice. A proper invoice must include the items listed below.

- (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Purchase order number for supplies delivered or services performed.
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
- (vi) Name and address to whom payment is to be sent.
- (vii) Name (where practicable), title, phone number, and mailing address of the person to notify in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (e.g., evidence of shipment).

b. In the event orders is made via monthly or period purchase orders, the contractor may provide a summary invoice for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

- (i) Name of supplier
- (ii) Purchase Order number
- (iii) Ship to Department and Address
- (iv) Description, Quantity, unit price, and extension of each item
- (v) Date of delivery or shipment

**TERMINATION FOR CAUSE:** The Unified Government of Athens-Clarke County reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the successful vendor at least ten (10) days before the effective date of termination. The successful vendor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract.

The successful vendor has the right to terminate this contract for cause by providing a written notice of intent to the Purchasing Administrator to terminate at least thirty (30) days prior to the effective date of the contract termination.

**CONTRACT RENEWAL TERMS:** Beginning July 1, 2023, the term of this contract shall be one (1) year unless either party gives written notice of its intention not to renew, or the intention to modify, the agreement 90 days before expiration of the effective renewal term.

**TERMINATION WITHOUT CAUSE:** The Unified Government of Athens-Clarke County reserves the right to terminate the contract at any time without cause, in whole or in part, by providing a written notice to the other party at least thirty (30) days before the effective date of termination. The other party will not be relieved of any outstanding responsibilities or unfinished obligations under this contract that were incurred prior to termination.

**REPORTING DISPUTES:** The contractor shall report any contract disputes and/or problems to the Purchasing Administrator, both verbally and in writing, within 48 hours of their occurrence.

**INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of the Unified Government of Athens-Clarke County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the Unified Government or to otherwise act on behalf of the Unified Government, except as the Unified Government may expressly authorize in writing.

**SAFETY:** The contractor shall take every precaution at all times for the protection of persons and property, including the Unified Government of Athens-Clarke County's employees and property and its own. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.

The contractor shall maintain an adequate safety program to ensure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide the Unified Government of Athens-Clarke County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until the Unified Government is assured that the contractor has an adequate safety program in effect.

**SUBCONTRACTS:** No portion of the work shall be subcontracted without the prior written consent of the Unified Government of Athens-Clarke County Purchasing Division. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.

**ESTIMATED QUANTITIES:** The quantities of items specified in the Proposal Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Unified Government of Athens-Clarke County requirements do not result in

orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Contractor shall furnish to the Unified Government all items specified in the Proposal Schedule and called for by orders issued in accordance with the Ordering clause.

**CHANGES:** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**INSURANCE:**

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better, with AM Best Company.
  
- b. Before commencing work under the contract, the Contractor shall provide to Athens Clarke County, Attn: Purchasing Administrator, a Certificate of Insurance evidencing the required kinds and amounts of insurance. The minimum kinds and amounts of insurance shall be:
  - i. Workers' Compensation – Contractors are required to comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers liability of at least \$1,000,000 each accident; at least \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.
  - ii. General Liability - \$2,000,000 aggregate; \$1,000,000 per occurrence; 50,000 fire damage; 5,000 medical expenses; 1,000,000 products completed operations; 1,000,000 personal and advertising injury or greater. Coverage should be on a per occurrence basis.
  - iii. Automobile Liability – Automobile liability insurance shall be written on the comprehensive form of policy – Combined single limit of at least \$1,000,000 to include Hired Autos and Non-owned Autos. The policy shall provide for bodily injury.
  
- c. The Certificate of Insurance evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting The Unified Government of Athens Clarke County's interest shall not be effective until 60 days after the insurer or the Contractor gives written notice to the Purchasing Administrator.

- d. The Certificate of Insurance shall reference the proposal and project name as evidencing this requirement.
- e. The Contractor shall insert the substance of this requirement, including this paragraph, in subcontracts under the contract that require work on The Unified Government of Athens-Clarke County property and shall require subcontractors to provide and maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Purchasing Administrator upon request.
- f. The following persons or entities are to be listed on the Contractor’s general liability policy of insurance as additional insureds:
  - i. Unified Government of Athens-Clarke County, Georgia

**SECTION VI – SELECTION PROCESS AND EVALUATION**

The Unified Government of Athens-Clarke County intends to evaluate proposals and award a contract without discussions with agencies. Therefore, the agency’s initial proposal should contain the agency’s best terms from a price and technical standpoint. The Unified Government reserves the right to conduct discussions if the Unified Government later determines them to be necessary.

**EVALUATION CRITERIA**

Based on the proposal format as outlined in Section II, the evaluation criteria in order of importance are as follows:

Criteria	Grade
<b>Quality</b> of art in both design and execution; including use of images and conceptualized materials and demonstrated experience with previous or similar work.	Satisfactory Or Unsatisfactory
<b>Experience</b> working with public art projects, local government, historical and cultural preservation, racial justice. and with providing services to public sector organizations.	Satisfactory Or Unsatisfactory
<b>Understanding</b> of the requirement and the ability to work with the Athens Justice and Memory Project: Linnentown team members and local government staff to design and install historical and interpretive signage along the ROW of S. Finley Street that tells the story of Linnentown.	Satisfactory Or Unsatisfactory

<b>Originality</b> of the work created by the submitting agency.	Satisfactory Or Unsatisfactory
<b>Scale and visibility</b> of the artwork from the sidewalk and perhaps from vantage points outside sidewalk.	Satisfactory Or Unsatisfactory
<b>Integration and celebration of Linnentown</b> , its residents, the community, and its first descendants into the breadth of the project, while also highlighting the ways in which urban renewal policies harmed and destroyed said community. Cultural resources, local context and heritage should also be integrated throughout design.	Satisfactory Or Unsatisfactory

*The submittal documents/interviews that the department requests agencies to submit, should address all evaluation criteria, allowing for a complete scoring proposal based ONLY on this information.*

**PROPOSAL EVALUATION AND CONTRACT AWARD**

Proposals will be evaluated and ranked according to the criteria and score values set forth in the above Criteria Table. After a recommendation and award is made, negotiations of a contract with the selected agency will commence. All Proposers will be notified of their standing immediately following the Unified Government of Athens-Clarke County’s decision.

The Unified Government of Athens-Clarke County shall not be bound or in any way obligated until both parties have executed a contract. The Unified Government of Athens-Clarke County also reserves the right to delay the award of a contract or to not award a contract.

SECTION V – PROPOSAL FORMS

**MANDATORY SUBMITTAL**

**A. PROPOSAL FORM**

Proposal of \_\_\_\_\_ (hereinafter called "Agency"), organized and existing under the laws of the State of Georgia, doing business as \_\_\_\_\_\*.

In compliance with your RFP, the Agency hereby proposes and agrees to perform and furnish all work for the requirement known as **RFP for Linnentown "Walk of Recognition"** in strict accordance with the Proposal Documents, within the time set forth therein, and at the price proposed.

By submission of this Proposal, the Agency certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization that:

1. The Agency has examined and carefully studied the Proposal Documents and the Addenda, receipt of all of which is hereby acknowledged at Section V-B.
2. The Agency agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but shall remain open for acceptance for a period of sixty (60) days following such time.

Company:			
Contact:			
Address:			
Phone:		Fax	
Email:			

By checking this box, I acknowledge that I have read all insurance requirements and will meet requirements listed in RFP for Linnentown "Walk of Recognition" if awarded.

\_\_\_\_\_  
Authorized Representative/Title  
(print or type)

\_\_\_\_\_  
Authorized Representative  
(signature)

\_\_\_\_\_  
Date

**MANDATORY SUBMITTAL**

**B. ADDENDA ACKNOWLEDGEMENT**

The Agency has examined and carefully studied the Specifications and the following Addenda, Receipt of all of which is hereby acknowledged:

Addendum No.		dated		Acknowledgement	
Addendum No.		dated		Acknowledgement	Initial
Addendum No.		dated		Acknowledgement	Initial
Addendum No.		dated		Acknowledgement	Initial
					Initial

Agencies must acknowledge any issued addenda. Proposals which fail to acknowledge the Agency’s receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changes the Owner’s requirements.

**MANDATORY SUBMITTAL**

**C. GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT FORM**

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

1. To secure from the subcontractor(s) an affidavit attesting to the subcontractor’s compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and



The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

*SEE AFFIDAVIT ON FOLLOWING PAGE*

**MANDATORY SUBMITTAL**

**D. CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, 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 provisions and deadlines established in O.C.G.A. § 13- 10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization Company Identification Number

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

Name of Contractor:  
\_\_\_\_\_

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

Name of Public Employer: The Unified Government of Athens-Clarke County

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 2023 in \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
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 \_\_\_\_\_,  
2023.

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

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

**MANDATORY SUBMITTAL**

**SAVE AFFIDAVIT**

By executing this affidavit under oath, as an applicant for an Athens-Clarke County contract or other public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1 *as amended*), the undersigned applicant representing \_\_\_\_\_ (name of business), verifies one of the following with respect to my application for a public benefit.

- \_\_\_\_ (1) **I am a United States citizen**  
(document example: Driver's License, US Passport, US Military Card, etc.)
- \_\_\_\_ (2) **I am a legal permanent resident of the United States**  
(document example: I-551 Permanent Resident Card, Certificate of Citizenship, etc.)
- \_\_\_\_ (3) **I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.**  
**My alien number issued by the Department of Homeland Security or other federal immigration agency is:** \_\_\_\_\_  
(document example: Temporary Resident Card; Employment Authorization Card, etc.)

**The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1-(e), with this affidavit.**

Linnentown "Walk of Recognition" Request for Proposal

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_ in \_\_\_\_\_(city) \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 20

\_\_\_\_\_  
NOTARY PUBLIC

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

PLEASE COMPLETE THIS AFFIDAVIT AND SUBMIT A COPY OF THE IDENTIFICATION DOCUMENT (front and back) FROM THE LIST ON THE BACK OF THIS FORM. THIS AFFIDAVIT CANNOT BE NOTARIZED BY THE INCLUSION OFFICE.

**MANDATORY SUBMITTAL**

Company Name (printed): \_\_\_\_\_

**E. SCHEDULE OF SUPPLIES/SERVICES OR PRICE/PROPOSAL SCHEDULE**

**(Must be submitted separately in a sealed envelope)**

SECTION VI – OPTIONAL FORMS

**A. BID LIST APPLICATION**

**We would like for this form to be turned in a minimum of four (4) days prior to bid**

If you have an **ACCGov Vendor Number** please include it on the sealed envelope or container.

If you do not know your **ACCGov Vendor Number**, please call **706-613-3088** or email:  
[vendor@accgov.com](mailto:vendor@accgov.com)

**SECTION VII – DOCUMENTS CHECKLIST:**

**PROPOSAL DOCUMENTS CHECKLIST:**

1. Cover Letter
2. Table of Contents
3. Business Information
4. Qualifications and Experience
5. References/Reference Projects
6. Financial Information and Documentation
7. Time/Cost Procedures
8. CADD Capabilities
9. Other Relevant Information

**MANDATORY PROPOSAL FORMS (SECTION V)** Offeror must complete, execute and include with the proposal the following mandatory documents:

- A. Proposal form
- B. Acknowledgement of Addenda
- C. Georgia Security & Immigration Compliance (GSIC) Act Affidavit
- D. Schedule of Services/Supplies and Price Proposal **(Must be submitted separately in a sealed envelope)**

**OPTIONAL FORMS (SECTION VI)**

- A. Bidder's List Application

## **ATTACHMENT A**

### **What Your Business Needs to Know about Georgia's E-Verify Requirements**

**(Effective July 1, 2013)**

#### **E-Verify Contractor Requirements**

Georgia law, **O.C.G.A. § 13-10-91**, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the Attorney General's website ) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found here.

#### **E-Verify Private Employer Requirements**

Georgia law, **O.C.G.A. § 36-60-6**, requires all businesses, **with more than 10 employees** that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with **10 or fewer employees** are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found here.

#### **What Is E-Verify?**

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

#### **Where Do I Find My E-Verify Number?**

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

**What if I cannot locate or do not have access to my MOU?**

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/ program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

**Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?**

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

**How Do I Register for E-Verify?** To register for E-Verify, please visit the DHS website. If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at <http://www.dhs.gov/e-verify>.

# Linnentown "Walk of Recognition" Request for Proposal