

# CITY OF STOCKBRIDGE



**RFP # 17RFP030117-DRR  
FOOD TRUCK EVENT PLANNER**

**RFP ISSUANCE DATE:  
MARCH 3, 2017**

**PRE-PROPOSAL CONFERENCE DATE:  
MARCH 21, 2017 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:  
MARCH 24, 2017 @ 3:00 P.M. EST**

**RFP DUE DATE AND TIME:  
APRIL 5, 2017 @ 12:00 P.M. EST (NOON)**

**CONSULTANTS INTERVIEWS WILL BE CONDUCTED DURING 04/17/17 - 04/21/17**

**ALL INQUIRIES MUST BE DIRECTED TO:  
Donald R. Riley, CPPB, Procurement Specialist  
VIA E-MAIL AT: [DRILEY@CITYOFSTOCKBRIDGE-GA.GOV](mailto:DRILEY@CITYOFSTOCKBRIDGE-GA.GOV)**

**LOCATION: CITY OF STOCKBRIDGE FINANCE DEPARTMENT  
4640 NORTH HENRY BOULEVARD  
STOCKBRIDGE, GEORGIA 30281**

1.0 INFORMATION AND INSTRUCTIONS .....3

2.0 SUBMITTAL CHECKLIST .....8

3.0 INTRODUCTION .....9

4.0 SCOPE OF SERVICES .....12

5.0 MINIMUM REQUIREMENTS.....12

6.0 EVALUATION CRITERIA .....14

7.0 PROPOSAL PREPARATION AND GUIDELINES .....15

8.0 PROPOSAL FORMS.....21

9.0 ATTACHMENTS .....35

    Attachment 1: Scope of Services (SOS) .....35

    Attachment 2: Cost Proposal Summary .....38

    Attachment 3: Georgia Professional License Certification .....39

    Attachment 4: Insurance and Risk Management Provisions .....40

    Attachment 5: W-9 Form .....44

    Attachment 6: Location – Drawing of Intended Area .....49

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## SECTION 1 INFORMATION AND INSTRUCTIONS

1. **Services Required:** This Request for Proposals (“RFP”) from qualified Consultants (“Consultant” or “Consultants”) by the City of Stockbridge (“City”) is seeking a Food Truck Event Planner for Stockbridge, Georgia. A detailed Scope of Services (“SOS”) is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Consultant acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Consultant and team member shall have the minimum experience set forth in this RFP.
4. **Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **No Offer by City and Firm Offer by Consultant:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Consultant to form an agreement. This solicitation is only an invitation for offers from interested Consultants and no offer shall bind the City. A Consultant’s offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City’s Code of Ordinances and other applicable law.
6. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and fifty (150) calendar days from the Proposal Submission Deadline and must be marked as such.
7. **Proposal Submission Deadline:** Responses to this RFP must be received by the City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, no later than **12:00 P.M., Eastern Standard Time (EST) (NOON) on Wednesday, April 5, 2017.** Any Proposal received after this time will not be considered and will be rejected and returned.
8. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Tuesday, March 21, 2017 at 10:00 A.M., E.S.T.** at the City of Stockbridge – Clark Community Park – 111 Davis Road, Stockbridge, Georgia 30281. Attendance at the Pre-Proposal Conference is voluntary for Consultants responding to this RFP; however, Consultants are encouraged to attend. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions raised by potential Consultants will be discussed. Verbal answers to questions during the Pre-Proposal Conference will not be authoritative. Each Consultant must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to

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the solicitation documents.

- 9. Solicitation Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to Donald R. Riley, CPPB, Procurement Specialist, City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, or emailed to [driley@cityofstockbridge-ga.gov](mailto:driley@cityofstockbridge-ga.gov), on or before **Friday, March 24, 2017 at 3:00 P.M. EST**. Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Consultants by addendum. Verbal responses are not authoritative. It is the responsibility of each Consultant to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at [www.cityofstockbridgega.com](http://www.cityofstockbridgega.com). No Consultant may rely on any verbal response to any question submitted concerning this RFP. All Consultants and representatives of Consultants are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Consultant concerning this RFP must be made to the City of Stockbridge Finance Department.
- 10. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Consultant, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Consultants.
- 11. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 *et. seq.* Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n 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 [O.C.G.A. § 10-1-760 *et seq.*]"
- 12. Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Section 9: Insurance. Consultant must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Consultant, if any. For purposes of this section, "Consultant" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each joint venture partner if Consultant is a joint venture.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Consultant and its consideration of such information in determining whether a Consultant is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the Financial Information disclosed by Consultant and attached to this RFP. Further, if this RFP requires a successful Consultant that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Consultant must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Consultant if an Agreement is awarded to it Consultant.
- 14. Sub-Contractors and Manufacturers:** Consultants are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-Contractors. City reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

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## 15. Examination of Proposal Documents:

- 15.1. Each Consultant is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Consultant, who is deemed to have included all costs for performance of the Services in its Proposal;
- 15.2. Each Consultant shall promptly notify City in writing should the Consultant find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Consultants;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time;
- 15.4. Each Consultant must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum; and
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the RFP in its entirety.

**16. Oral Presentations/Interviews:** Responsive Consultants may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. Representatives of the Key Personnel as identified in the Consultant's proposal, and those with decision making ability and authority speak on behalf of and to bind the Consultant, must be active participants in the oral presentation. The City will notify responsive Consultants of the date, time and location for the presentation, and will supply an agenda or topics for discussion. **Interviews will be conducted during the week of April 17, 2017 – April 21, 2017.**

**17. Award and Execution of Agreement:** If the City awards an Agreement pursuant to this solicitation, the City will prepare and forward to the successful Consultant an Agreement for execution. All Consultants should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Consultants response to the Request for Proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Consultant should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the successful Consultant by the City of Stockbridge City Council, the City will provide the Consultant with five (5) unsigned agreements. The Consultant shall execute and return to the City five (5) signed agreements, with required insurance certificates and other documents as listed in this RFP or required by the City, within ten (10) calendar days of receipt of the contracts.

**18. Multiple Awards:** The City reserves, in its sole discretion, the option to award to multiple Consultants. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

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- 19. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“**Act**”), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Consultant must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Proposal at the time of submission. Under state law, the City cannot consider any Proposal which does not include the completed forms. Where the business structure of a Consultant is such that Consultant is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Consultant must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Consultant itself. Where the business structure of a Consultant does not require it to obtain an EIN, each entity comprising Consultant must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Consultants intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.
- 20. Business License:** Consultant is requested to submit a copy of its current, valid business license with its Proposal. If the Consultant is a Georgia corporation, Consultant is requested to submit a valid county or city business license. If Consultant is a joint venture, Consultant is requested to submit valid business licenses for each member of the joint venture. If the Consultant is not a Georgia corporation, Consultant is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
- 21. Professional License:** Consultant must attach a copy any professional license required by this RFP with its response.
- 22. Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
- 23. Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
- 24. Conflict of Interest:** Consultants are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP #17RFP030117-DRR, Food Truck Event Planner for Stockbridge, Georgia. Except as stated in this RFP, Information and Instructions to Consultants, and the Notice to Consultants concerning Conflicts of Interests, successful Consultants under this RFP are not precluded from responding to such solicitations.
- 25. Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by the City of Stockbridge. Exemption certificates are furnished upon request.
- 26. Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for

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inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

- 27. Negotiations; Best and Final Offers:** The City reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The City may require the submission of Best and Final Offers. The County may require that this RFP and Consultant's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Consultant during discussions or negotiations may be held by the County as contractually binding upon Consultant. The County may seek clarification from a Consultant at any time during the procurement process, and failure of a Consultant to timely respond may be cause for rejection of Consultant's proposal.

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**SECTION 2  
SUBMITTAL CHECKLIST**

**RFP #17RFP030117-DRR, Food Truck Event Planner**

**SUBMITTAL CHECKLIST**

1. Use the submittal checklist to verify that all required information is included in your proposal;
2. It is the sole responsibility of each Consultant to ensure that their proposal is inclusive of all submittals outlined below or elsewhere in this RFP;
3. **Failure to submit any of the items below may cause rejection of the proposal;**
4. The proposal documents must be submitted as follows: one (1) Original Technical Proposal marked "Original" and five (5) identical copies including all required attachments; and five (5) digital version of the Technical Proposal in Adobe Portable Document Format ("PDF") on a Compact Disk ("CD")/ Flash Drive ("FD") and labeled with the Name and Number of the RFP;
5. The City assumes no liability for the differences in the information contained in the Consultants printed proposal submission and that contained on the CD/FD. In the event of any discrepancy, the City will rely upon the information in the printed proposal submission;
6. **The Cost Proposal must be submitted in a Separate and Sealed envelope.** Do not include Cost in the Technical Proposal. Any modification to the Cost Proposal may result in a proposal being deemed Non-Responsive; and
7. The City shall not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

<u>DOCUMENTATION DESCRIPTION</u>	<u>INITIAL IF INCLUDED</u>
1. ADDENDA (IF APPLICABLE)	_____
2. SUBMITTAL CHECKLIST (THIS FORM)	_____
3. PROPOSAL (1 ORIGINAL & 5 COPIES & 5 DIGITAL COPIES)	_____
4. COST PROPOSAL (ATTACHMENT 2) (1 ORIGINAL & 5 COPIES)	_____
5. REQUIRED FORM SUBMITTALS (FORM B)	_____
FORM 1: NON-COLLUSION BIDDING CERTIFICATE	_____
FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR	_____
FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION	_____
FORM 4: INELIGIBILITY CERTIFICATE	_____
FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE	_____
FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION	_____
FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION	_____
FORM 8: CERTIFICATION REGARDING LOBBYING	_____
FORM 9: PROPOSAL SUBMITTAL LETTER	_____
FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT/AGREEMENT	_____
FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT	_____
FORM 12: REFERENCE AND RELEASE FORM	_____
FORM 13: CERTIFICATION OF ACCEPTANCE OF RFP REQUIREMENTS	_____
6. BUSINESS LICENSE/PROFESSIONAL LICENSES	_____
7. W-9 FORM	_____

Printed Name	Title	Date
Signature	Firm Name	
Phone Number	Email Address	

**SECTION 3  
INTRODUCTION**

**RFP #17RFP030117-DRR  
FOOD TRUCK EVENT PLANNER FOR THE CITY OF STOCKBRIDGE, GEORGIA**

The City Council of Stockbridge, Georgia (City) requests qualified Consultants (Event Planner) with proven experience in food truck vending services to coordinate a weekly Mobile Food Truck Event at the Clark Community Park to submit proposals for RFP #17RFP030117-DRR, Food Truck Event Planner for the City of Stockbridge, Georgia. The City is seeking a qualified consultant to provide a full range of managing, operating and controlling food trucks services while offering creative and exciting food options at a reasonable cost at Clark Community Park from **June 6, 2017 until July 25, 2017 from 5:30PM UNTIL 9PM local prevailing time.**

**3. INTRODUCTION**

**3.1.BACKGROUND**

**The City of Stockbridge** is located in the northern part of *Henry County, Georgia* which was founded May 15, 1821. The Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is a suburban community just minutes south of Atlanta a straight drive down Interstate 75-South. As 2010 statistics indicate, the City is densely populated with approximately 25,636 residents located within a 13.4 square mile geographical area. It has a relaxed, small town atmosphere, but with all the amenities of a major metropolitan area. An attractive lifestyle, business opportunities, a fine public educational system including a four year college, and a great deal of tourism located all within the City limits. Stockbridge is a highly attractive place to live, work and play. Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. The Mayor and City Council members are elected at large. This elected body is responsible for the active coordination of community resources, to anticipate problems and meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the smooth and efficient delivery of City Services. All activities and functions of the City are administered by the City Manager and City Clerk and are under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

**3.2 OBJECTIVE**

3.2.1. To enter into a Professional Services Agreement with a qualified consultant

who must be able to provide a food trucks, create an identity that is known throughout the City, develop a strategy for marketing that message that ties into the overall theme of “Tasty Tuesday’s” and implementing it throughout the City;

- 3.2.2. Create a mission, messaging and statements that will shape current and future food truck events and efforts by the City;
- 3.2.3. Identify and promote what makes this event distinct and appealing in a regionally competitive environment for investors, businesses, retailers, visitors and residents;
- 3.2.4. To promote a healthy economy, attract private investment, new residents and young professionals, and retain businesses;
- 3.2.5. Be flexible and adaptable to meet the needs of the City, it’s citizens and businesses within the overall theme; and
- 3.2.6. To implement a theme that is authentic and resonates with citizens, businesses, and community groups within the City and throughout the region in order to gain the broadest possible support for the initiatives.

### **3.3 INTENT TO AWARD**

The City intends to award to one (1) Consultant who can provide all of the required services. However, the City reserves the right to make one (1) award, multiple awards or no award for RFP #17RFP030117-DRR, Food Truck Event Planner for the City of Stockbridge, Georgia.

### **3.4 TERM OF AGREEMENT**

The Contract shall commence within ten (10) calendar days after receipt of written notice to proceed. The term of this Agreement shall be for one (1) year with two (2), one (1) year renewable options. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the City on December 31st of the year in which it was executed and on January 1st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this agreement.

### **3.5 CONFLICT OF INTEREST NOTICE TO CONSULTANTS**

3.5.1 Consultant shall not be affiliated with any potential vendor or show any bias toward any particular company or provider.

3.5.2 All firms, Sub-consultants and their employees are notified and advised to avoid

potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the City's Projects shall be made to the City in the technical response of the firm's proposal, and in advance of assignment so that real or potential conflicts of interest can be avoided. The City reserves the right to identify any area where a conflict of interest may require limitation of potential Consultants.

3.5.3 In any circumstance where Consultant, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another contract with the City and a dispute, claim or conflict of interest arises between the City and such provider under this agreement or another contract, the City may in its sole determination and discretion, suspend all existing work under this Agreement and may or may not issue any further work to the Provider under this Agreement unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Provider shall not be entitled to any additional costs of any kind resulting from such action except that Provider may be paid for any authorized Services provided to the City under this Agreement prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Agreement, any other contract or as may be available under applicable law.

### **3.6 SUB-CONSULTANTS AND SUB-CONTRACTORS**

3.6.1 Consultant must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Consultant to provide information concerning the responsibility of any sub-consultant or Sub-Contractor may result in a finding that the Consultant is not responsible.

3.6.2 All proposed sub-consultants and sub-contractors must be listed in the Consultants response. Consultant shall ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of services. The City reserves the right to approve all sub-contractors and sub-consultants.

3.6.3 Consultant must have the responsibility of verifying the existence, authenticity and

dates of expiration of all licenses required by all Sub-Consultants and Sub-contractors engaged in the work of this RFP. The lack of a valid license from the Consultant or any Sub-consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event Consultant, a Sub-consultant or Sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect.

3.6.4 All sub-consultants and sub-contractors must be approved by the City prior to performing. Consultant must receive written permission to add sub-consultants or sub-contractors not initially submitted with Consultant's response. Sub-consultants and sub-contractors shall not sub-contract any portion of their work pursuant this RFP without the written consent of the City. Failure of the Consultant to obtain from the City prior approval of each sub-consultant or sub-contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Consultant(s) and all permissible sanctions against the Consultant.

#### **4. SCOPE OF SERVICES**

The City is seeking a Food Truck Event Planner for the City of Stockbridge, Georgia as specified in this RFP and Attachment 1, Scope of Services (SOS), attached hereto and incorporated herein by reference.

#### **5. MINIMUM REQUIREMENTS**

Consultant shall satisfactorily demonstrate significant experience with governmental agencies in the area of food truck event planning and vending. Consultant must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

5.1. The Agent shall demonstrate knowledge, skills, abilities and experience in the following areas:

5.1.1. Knowledge and experience in:

- 5.1.1.1. Development and management of food truck events
- 5.1.1.2. Food truck marketing, trends, and research;
- 5.1.1.3. Familiarity with local food trucks and business community;
- 5.1.1.4. Booking events for children, DJ's, and Live Entertainment;
- 5.1.1.5. Experience with being on-site for load in/out process; and
- 5.1.1.6. Experience in revenue sharing, budgeting, and

spreadsheets.

5.1.2. Skills and ability to:

- 5.1.2.1. Market food truck events;
- 5.1.2.2. Facilitate all necessary screening, pre-testing of food truck products to provide quality product to event attendees. contracts with vendors and/or event organizers;
- 5.1.2.3. Interact with event organizers/staff, the food truck community and the local business community;
- 5.1.2.4. Provide presentations to organizers, civic groups and the business community;
- 5.1.2.5. Coordinate a marketing plan along with printed materials;
- 5.1.2.6. Capture and analyze relevant performance data and trends;
- 5.1.2.7. Operate a personal computer and have the abilities to communicate via e-mail, and telephone;
- 5.1.2.8. Ensure that all food truck vendors have appropriate licenses, insurance and permits; and
- 5.1.2.9. Ensure that all health permit scores are shown on the vehicle at all times during an event and that the score shall not be less than 95 at the day of the event.
- 5.1.2.10. All Food Trucks must operate that meet or exceeds the Henry County Board of Health Guidelines and restrictions for the handling, preparation and storage of consumable items.

5.1.3. Experience:

- 5.1.3.1. Three (3) years of experience in marketing food truck events, or related field;
- 5.1.3.2. Established network and relationships with food truck vendors, businesses and professionals in the Northern Henry County area;
- 5.1.3.3. Portfolio of work experience;
- 5.1.3.4. List of three references;
- 5.1.3.5. Samples of marketing efforts; and
- 5.1.3.6. Anything else deemed appropriate to the proposal.

**5.2.** Experience, knowledge and abilities necessary to perform a success food truck event with a proven track record Interested persons should send a written proposal to the City of Stockbridge – City Hall Finance 4640 North Henry Boulevard Ground Floor Finance Department – Purchasing Division, Stockbridge, Georgia 30281.

## 6. EVALUATION PROCESS

The City desires to select the Consultant whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

### PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Relative Weight	Evaluation Criteria	Scoring Value Max. Points
5%	Executive Summary	5%
15%	Technical and Management Approach	15%
20%	Experience and Qualifications of Consultant/Team	20%
10%	Experience and Qualifications of Key Staff	10%
10%	Experience and Performance on Other Projects	10%
25%	Cost Proposal	25%
<b>85%</b>	<b>POINTS</b>	<b>85%</b>
15%	Oral Presentation and Product Demonstrations	15%
<b>100%</b>	<b>TOTAL EVALUATION POINTS</b>	<b>100%</b>

## **7. PROPOSAL PREPARATION AND GUIDELINES**

### **7.1 PROPOSAL FORMAT**

Consultants are required to submit their proposals in the following format:

- 7.1.1 **Technical Proposal.** Consultants are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP and shall be tabbed to identify the specific components. All forms required by the City or provided by Consultant should be included. Please do not include any cost of any kind in this section.
- 7.1.2 **Cost Proposal.** The Cost Proposal Form affixed hereto as Attachment B must be completed in its entirety and returned in a Separate and Sealed Envelope with Consultant's proposal. The Cost Proposal Form will become a part of the Professional Services Agreement attached to this RFP following negotiations, if any, pursuant to any award. The City may solicit Best and Final Offers, and discussions may be conducted with responsible Consultants who submit proposals determined reasonably susceptible to being selected for award. The cost is to be inclusive for all resources provided by the Consultant. All costs, direct and indirect, including those for travel and lodging expenses, are to be incorporated within the total project cost and will not be paid in addition to or separately from the total project cost. Please do not include exceptions to the RFP in the sealed Cost Proposal.

### **7.2 CONTENTS OF TECHNICAL PROPOSAL**

The Proposal shall include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment. The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with suggested a total page limit of 100 pages (excluding the Required Form Submittals).

- 7.2.1 **Letter of Transmittal.** Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative

statement of the Consultant's approach to providing the Services solicited in this RFP.

**7.2.2 Executive Summary.** The purpose of the Executive Summary is to provide an overview of the Consultant's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

7.2.2.1 Complete legal name of the Consultant and the name of the legal entities that comprise the Consultant. The Consultant must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, email, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

7.2.2.2 The general and specific capabilities and experience of the Consultant's team. Each Consultant must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City; and

7.2.2.3 A declarative statement as to whether;

7.2.2.3.1 Consultant or any member of the Consultant team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

7.2.2.3.2 Consultant has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;

7.2.2.3.3 Consultant has failed to complete work or a contract awarded to Consultant. If so, please provide an explanation; and

7.2.2.3.4 Consultant or any of the Consultant's employees, agents, independent contractors or Sub-Contractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.

7.2.2.4 Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

**7.2.5 Technical and Management Approach.** Consultant should describe the procedures and methods that will produce the required outcomes for the project specified herein. Consultant should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but not be limited to:

7.2.5.1 Provide a brief description of your company's structure and capabilities;

7.2.5.2 Describe in detail your approach and process for the Food Truck and Tasty Tuesday theme development; and

7.2.5.3 Provide a detailed schedule with your proposal for the project which includes critical milestones;

**7.2.4 Experience and Qualifications of Consultant/Team.** Consultant shall provide the following:

7.2.4.1 Provide a delineation of the roles assigned to the team members and all proposed Sub-consultants;

7.2.4.2 Provide an organizational chart of proposed team indicating the role each team member will fulfill (11" x 17" paper allowed);

7.2.4.3 Describe team members experience working together in a blended, integrated team environment;

7.2.4.4 The Consultant shall identify any outside specialized Consultants that intends to use as a Sub-contractor for the management of the work, or major portion thereof. The Consultant shall submit information on the Sub-contractor, which shall include: specialized Sub-contractor's resume, company history, address, details of experience with similar type of municipal or city projects during the last five (5) years, and copy of licenses and certificates required for all services to be provided under the Scope of Services. Consultant must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP; and

Describe the Consultant's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other contractors.

List office addresses and total number of employees, and the number of both professional and support employees located at the company's supporting offices. Also, list Consultant's geographical location of the office that will be primarily responsible for assigned projects, and where the work will be accomplished.

**7.2.5 Experience and Qualifications of Key Staff.** Provide the names, education, certifications, licenses and registrations for individuals who will be assigned to the project as Key Staff. Also, describe each participant's experience on projects of similar size and scope as required by this RFP, including but not limited to the following:

7.2.5.1 Provide an experience matrix that summarizes the involvement of the named Key Staff on projects listed in the Consultant's experience matrix over the last five (5) years. (11" x 17" sheet of paper allowed);

7.2.5.2 Provide resumes showing professional qualifications for Key Staff. List three (3) relevant projects, including: Client name and location; Project description; Role of the individual; Project actual or expected completion date; and Reference Contacts.

7.2.5.3 Submission of the names for Key Staff constitutes a commitment to use these individuals if the Consultant is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Staff or Team Members during the course of the project, Consultant must describe its backup personnel plan.

**7.2.6 Experience and Performance on Other Projects.** Describe the Consultant's experience and qualifications in providing services as widely described in the Scope of Services.

7.2.6.1 Separately list any projects or contracts that the proposed team has worked on together in the last five (5) years.

7.2.6.2 Consultant must provide a narrative description of at least three (3) projects that demonstrate Consultant's capacity and experience with projects similar in type and scope as those required by this RFP. Each example should include the following: Name of organization/project owner, location, contact information, project size and scope, description of

project work performed by various team members; or

7.2.6.3 Provide three (3) references for which you have provided services similar in size and scope. References are to be provided utilizing the References and Release Form attached hereto as Attachment 12.

7.2.7 Financial Information Forms. To facilitate the City's efforts to evaluate, verify, and understand the Consultant's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Consultant must provide accurate and legible financial disclosures to the City as requested below. By definition, a "Consultant" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP.

7.2.7.1 Instructions. If the Consultant is an individual, financial disclosures for that individual must be provided. If the Consultant is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Consultant is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Consultant (and its owners, if applicable) must submit copies of all financial disclosures with its proposal.

7.2.7.2 Financial Information: The Consultant, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one (1) of the following three (3) groups of requests below with the Proposal.

7.2.7.3 Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows; or

7.2.7.4 Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; or

- 7.2.7.5 Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

### **Section 8 – Cost**

The respondent with the lowest total cost will receive the full 25 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 25, the total points allowed for cost.

The City has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

#### **Lowest cost submitted**

***Each successive cost*** **X** ***Points allocated for cost in RFP = Cost proposal score***

The City will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

### **8.0 COST PROPOSAL FORMAT AND CONTENT**

The Cost Proposal shall be provided in a separate sealed envelope. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 -Introduction The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

#### **Section 2 - Completed Cost Proposal Forms**

The Proposer is required to complete all of the Cost Proposal Forms provided in the Attachment 2. Cost will be calculated pursuant to Section 7-20 page 20 to be included.

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## SECTION 8 PROPOSAL FORMS

### IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL Proposals **MUST** be received at the City of Stockbridge Finance Department –  
Purchasing Division.

### REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form 1: Non-Collusion Bidding Certificate;

Form 2: Non-Collusion Affidavit of Sub-Contractor;

Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility  
Matters; Primary Covered Transactions;

Form 4: Ineligibility Certificate;

Form 5: Certification of a Drug-Free Workplace;

Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;

Form 7: Affidavit Verifying Status for City Public Benefit Application

Form 8: Certification Regarding Lobbying;

Form 9: Proposal Submittal Letter;

Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;

Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;

Form 12: Reference and Release Form

Form 13: Certification of Acceptance of Request for Proposal Requirements

Attachment 2: Proposal Cost Sheet **(Separate Sealed Envelope)**

Attachment 3: Georgia Professional License Certification

Attachment 4: Acknowledgement of Insurance Requirements

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**FORM 1**

**NON-COLLUSION BIDDING CERTIFICATE**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 2**

**NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR**

State of \_\_\_\_\_ City of \_\_\_\_\_,  
being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

**FORM 3**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The Proposer, \_\_\_\_\_, certifies to the best of its knowledge and that it and its principals: \_\_\_\_\_ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

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**FORM 4**

**INELIGIBILITY CERTIFICATE**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and it is also whose address is \_\_\_\_\_, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 5**

**CERTIFICATION OF DRUG-FREE WORKPLACE**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and it is also whose address is \_\_\_\_\_, certifies 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 in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

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**FORM 6**

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST  
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and, it is also whose address is \_\_\_\_\_, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 7**

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

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

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

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. Code Section 16-10-20.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Alien Registration number for non-citizens:  
\_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the \_\_\_\_\_ Day of \_\_\_\_\_, 2017.

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

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

\*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_  
**FORM 8**

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## CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each Contractor, \_\_\_\_\_ statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: \_\_\_\_\_

Name and Title of Contractor Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Firm or Company Name: \_\_\_\_\_

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

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**FORM 9**

**PROPOSAL SUBMITTAL LETTER**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned, \_\_\_\_\_, hereby submits its proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Bid Pricing Schedule, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Sworn to and subscribed before me the \_\_\_\_\_ day  
of \_\_\_\_\_, 2017.

Notary Public

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

\_\_\_\_\_  
Date

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**STATE OF GEORGIA**

**CITY OF STOCKBRIDGE**

**FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor 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<sup>1</sup> under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

City: \_\_\_\_\_

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

\_\_\_\_\_  
<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs 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].

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STATE OF GEORGIA

CITY OF STOCKBRIDGE

**FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Sub-Contractor 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<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Sub-Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Sub-Contractor

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

City: \_\_\_\_\_

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

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs 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].

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**FORM 12**

**REFERENCE AND RELEASE FORM**

List at least three (3) references for the Consultant and each proposed sub-consultants using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Contractor's experience and ability to perform the type of services listed in the RFP.

CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

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CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

---

CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

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CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

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CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

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**FORM 13**

**CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

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

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

Name: \_\_\_\_\_

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

**(Affix Corporate Seal)**

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## ATTACHMENT 1 SCOPE OF SERVICES (SOS)

### 1. GENERAL

As set forth in this RFP, Proposals shall conform to the scope of services and technical requirements as set forth herein.

The Scope of Services consists:

- 1.1. Oversees all operations of the food truck event held during the Art & Music in the Park and manage all of the food truck vendors, live bands, DJ's, live entertainment, children's activities, vendor merchants, and music;
- 1.2. Manages and performs food truck set up and closing (same day);
- 1.3. Handles total operations for managing vendors and weekly entertainment;
- 1.4. Acts as main contact to handle vendor relationships and day to day vendor needs and inquiries to ensure lasting relationships and renewed business;
- 1.5. Manages the marketing, promotion, press releases, and public relations for the food truck event;
- 1.6. Manages food truck signage;
- 1.7. Enforces operating rules and procedures;
- 1.8. Provides weekly progress, incident, and sales reports to City staff weekly;
- 1.9. Maintains an inventory of quality food trucks (10-12 Savoy Food Trucks and 2-3 Dessert Food Trucks); encourages and oversees improvements to the food trucks;
- 1.10. The Consultant must have been in business for at least three (3) years;
- 1.11. The Consultant must have proven experience in food truck operations, vending, scheduling which will not be limited to also include the development and execution of market research, idea gathering, and the development of marketing strategies to carry out the City's vision to include local business;
- 1.12. The Consultant must submit three (3) references of a successful food truck venue and projects that you have worked on during the past five (5) years where you have planned, scheduled and managed food truck operations;
- 1.13. Providing all food trucks (minimum of ten (10), maximum of twelve (12) Savoy Food Truck with a minimum of two (2), maximum three (3) Dessert Food Trucks weekly) and service providers which shall be subcontractors of the Event Planner;
- 1.14. Ensuring that all food trucks and service providers meet all of the contractual requirements set forth, including the required insurance;
- 1.15. Collecting payment and reporting information from food trucks as set forth in the Compensation section of this proposal;
- 1.16. Ensuring that food trucks and service providers comply with all applicable laws and regulations;

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- 1.17. Bearing full and sole responsibility in the event any City or third party property is damaged or any person is injured during the course of the Mobile Food Truck Event;
  - 1.18. Ensuring its activities do not disturb or disrupt surrounding businesses, the flow of traffic or the use of the train platform by commuters;
  - 1.19. Providing all necessary water, utilities and sanitation facilities;
  - 1.20. Providing all customer amenities such as seating, tables, lighting, etc;
  - 1.21. Providing all janitorial and maintenance services required for the event; The Event Planner shall be responsible for all litter collection and removal in accordance with the goals outlined in the City's Zero Waste and Recycling policies; and
  - 1.22. Assist the City with promoting downtown businesses. The Food Truck Event Planner shall submit a detailed schedule showing durations of activities at the time of the kickoff meeting or at a time therefore at the request of the City Manager or his designee.
2. Key Personnel: The Consultant awarded this contract shall appoint a single representative with whom the City of Stockbridge shall coordinate all authorized work. This representative shall have the authority to transmit instructions, receive information, interpret and deliver decisions.
  3. The Event Planner shall be responsible for obtaining all necessary permits and licenses from all governmental agencies to organize a food truck event and shall also be responsible for ensuring that all food trucks and service providers have the required licenses, permits and registrations, e.g. business tax certificates, County Health Permits, etc., as necessary to comply with applicable federal, state or local regulations.
  4. The Event Planner will comply with all applicable federal, state and local laws and regulations and insure that all food trucks and service providers are also in compliance with the same. The City shall not be responsible for the Event Planner(s), food truck's or service provider's violations of these laws and regulations.
  5. The Event Planner is responsible for ensuring that the premises are suitable for the Mobile Gourmet Food Truck events and accepts the condition in which it is in as of the effective date of the first event. The Event Planner is responsible for insuring that the premises are returned to the City in the same condition as found, both at the end of each event as well as at the conclusion of the season. The Event Planner is responsible for providing all set-up and break-down support on a nightly basis, including the posting of Temporary "No Parking" signs at least twenty-four (24) hours in advance of the street closure. The entrances to the parking lot must be closed using traffic rated Type 1 barricades. Neither the Event Planner, nor food truck operators or merchant's service providers shall alter, modify, or affix any item to Clark Community Park. Event signage is not allowed on any City regulatory sign poles, (i.e. stop signs, speed limit signs, etc.),

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street lights, utility poles or street trees.

6. For each food truck or service provider anticipated to be used during the course of the season, the Event Planner shall provide the City with the following:
  - 6.1. Documentation that the food truck has the appropriate licenses and permits necessary for the operation and sell food and/or non-alcoholic beverages in the City and County of Henry;
  - 6.2. Executed copies of any agreement with a food truck or a service provider; and
  - 6.3. A Certificate of Insurance providing evidence that the food truck and service provider meets the insurance requirements as shown on Attachment 4.

**\*\*\* BALANCE OF PAGE INTENTIONALLY LEFT BLANK \*\*\***

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**ATTACHMENT 2  
PROPOSAL COST SHEET**

The awarded Consultant is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily provide the services requested in this RFP for the Proposal Cost stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Proposal Cost Sheet. Please do not make modifications to this form as any change may render Consultant's proposal non-responsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Proposal Cost Sheet.

Percentage of City's Share of Gross Revenues Generated by Food Trucks at each Event: \$ \_\_\_\_\_

Or:

Per Event Flat Fee: \$ \_\_\_\_\_

Proposed menu items, including range cost: \$ \_\_\_\_\_  
(Attach list and pricing)

Other costs anticipated: \$ \_\_\_\_\_  
(Must provide costs for all anticipated services and equipment involved) (Attach list and pricing)

**SIGNATURES**

If sole owner, sign here: I sign as sole owner of the business named above.

\_\_\_\_\_ Date \_\_\_\_\_

If partnership or corporation: One or more partners or corporate officers sign here: The undersigned certify that they sign this proposal with full and proper authority to do so.

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

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

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

**END OF PROPOSAL FORM**

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**ATTACHMENT 3  
GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Consultant \_\_\_\_\_ Sub-Consultant \_\_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Proposal for this Project.

Signed: \_\_\_\_\_

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

**(ATTACH COPY OF LICENSE)**

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**ATTACHMENT 4  
INSURANCE AND RISK MANAGEMENT PROVISIONS**

It is Stockbridge City Government’s practice to obtain Certificates of Insurance from our Consultants and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Stockbridge City. Consultants shall submit with the proposal evidence of insurability satisfactory to Stockbridge City Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Consultant/Vendor that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Consultant/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Stockbridge City Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Stockbridge City Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer’s Liability Insurance BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance BY DISEASE	EACH EMPLOYEE	\$100,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

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Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	\$500,000 \$1,000,000
Products\Completed Operation Personal and Advertising Injury Fire Damage	Aggregate Limit Limits Limits	\$1,000,000 \$500,000 \$100,000
<b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>		
<b>Combined Single Limits</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$500,000
<b>4. UMBRELLA LIABILITY</b>		
(In excess of above noted coverages)	Each Occurrence	\$500,000
<b>5. PROFESSIONAL LIABILITY</b>		
PerClaim/Aggregate **Extended Reporting Period 3-5 Years**		\$1,000,000/\$1,000,000

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Stockbridge City Government. Policies and Certificates of Insurance are to list Stockbridge City Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Consultant/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Stockbridge City Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to

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be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government – Finance Department  
Purchasing Division  
4640 N. Henry Boulevard  
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that **Insurance in no way Limits the Liability of the Consultant/Vendor.**

**USE OF PREMISES**

Consultant/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Stockbridge City Government and shall not unreasonably encumber the premises with its materials.

**PROTECTION OF PROPERTY**

Consultant/Vendor will adequately protect its own work from damage, must protect Stockbridge City Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Consultant/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Consultant/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Stockbridge City Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Consultant/Vendor hereby agrees to release, indemnify,

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defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant/Vendor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Consultant/Vendor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONSULTANT/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONSULTANT/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONSULTANT/VENDOR

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## APPENDIX A: W-9

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
						-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

