

CITY OF STOCKBRIDGE



**ITB # 18ITB032618-DRR
GIS UTILITY SURVEY SERVICES**

**ITB ISSUANCE DATE:
APRIL 03, 2018**

**PRE-BID CONFERENCE DATE:
APRIL 18, 2018 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:
MAY 11, 2018 @ 3:00 P.M. EST**

**ITB DUE DATE AND TIME:
JUNE 13, 2018 @ 12:00 P.M. EST (NOON)**

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

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

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INFORMATION AND INSTRUCTIONS

- 1. Services Required:** This Invitation To Bid (“ITB”) for qualified Contractors (“Contractor” or “Contractors”) by the City of Stockbridge (“City”) is seeking a qualified Contractor to provide GIS locations for the City of Stockbridge’s utility surface features for water, sewer, and storm water on an as-needed basis for the City of Stockbridge located in Stockbridge, Georgia. A detailed Scope of Services (“SOS”) is set forth in this ITB.
- 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 Bid in reference to this solicitation, a Contractor 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 ITB by reference.
- 3. Minimum Qualifications:** Each Contractor and team member shall have the minimum experience set forth in this ITB.
- 4. Authority to Transact Business in Georgia:** Each Contractor must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its Bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
- 5. No Offer by City and Firm Offer by Contractor:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Contractor to form an agreement. This solicitation is only an invitation for offers from interested Contractors and no offer shall bind the City. A Contractor’s offer is a firm offer and may not be withdrawn except as provided in this ITB, and in the City’s Code of Ordinances and other applicable law.
- 6. Bid Duration:** Bids submitted in response to this ITB must be valid for a period of One Hundred and fifty (150) calendar days from the Bid Submission Deadline and must be marked as such.
- 7. Bid Submission Deadline:** Responses to this ITB 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, May 23, 2018.** Any Bid received after this time will not be considered and will be rejected and returned.
- 8. Non-Mandatory Pre-Bid Conference:** A Non-Mandatory Pre-Bid Conference has been scheduled for **Wednesday, April 18, 2018 at 10:00 A.M., E.S.T.** at the City of Stockbridge – City Hall, Council Meeting Room 2nd Floor at 4640 North Henry Boulevard, Stockbridge, Georgia 30281. Attendance at the Pre-Bid Conference is voluntary for Contractors responding to this ITB; however, Contractors are encouraged to attend. During the Pre-Bid Conference, the general requirements of the project will be discussed. Any questions raised by potential Contractors will be discussed. Verbal answers to questions during the Pre-Bid Conference will not be authoritative. Each Contractor 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

the solicitation documents.

- 9. Solicitation Questions; Prohibited Contacts:** Any questions regarding this ITB 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, on or before **Friday, May 11, 2018 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 Contractors by addendum. Verbal responses are not authoritative. It is the responsibility of each Contractor to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at www.cityofstockbridgega.com. No Contractor may rely on any verbal response to any question submitted concerning this ITB. All Contractors and representatives of Contractors 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 ITB. All communications by any Contractor concerning this ITB must be made to the City of Stockbridge Finance Department.
- 10. Ownership of Bids:** Each Bid submitted to the City will become the property of the City, without compensation to a Contractor, for the City's use, in its discretion. The City shall not be liable for any Bid preparation costs incurred by Contractors.
- 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 ITB are set forth in Section 9: Insurance. Contractor must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Contractor, if any. For purposes of this section, "Contractor" shall mean an individual, corporation or other corporate entity submitting a Bid in connection with this solicitation, including each joint venture partner if Contractor is a joint venture.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Contractor and its consideration of such information in determining whether a Contractor is responsive and responsible may involve a review of several items of information required to be included in a Bid. The City will review the Financial Information disclosed by Contractor and attached to this ITB. Further, if this ITB requires a successful Contractor 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 Contractor must submit with its Bid a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Contractor if an Agreement is awarded to it Contractor.
- 14. Sub-Contractors and Manufacturers:** Contractors are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Bid 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.

15. Examination of Bid Documents:

- 15.1. Each Contractor is responsible for examining with appropriate care the complete ITB 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 Contractor, who is deemed to have included all costs for performance of the Services in its Bid;
- 15.2. Each Contractor shall promptly notify City in writing should the Contractor find discrepancies, errors, ambiguities or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Contractors;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time;
- 15.4. Each Contractor 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 ITB in its entirety.

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

17. Multiple Awards: The City reserves, in its sole discretion, the option to award to multiple Contractors. 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.

18. Illegal Immigration Reform and Enforcement Act: This ITB 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 Contractor must provide with its Bid 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 Bid at the time of submission. Under state law, the City cannot consider any Bid which does not include the completed forms. Where the business structure of a Contractor is such that Contractor is required to obtain an Employer

Identification Number (EIN) from the Internal Revenue Service, Contractor must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Contractor itself. Where the business structure of a Contractor does not require it to obtain an EIN, each entity comprising Contractor 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 Contractors 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 ITB.

19. **Business License:** Contractor is requested to submit a copy of its current, valid business license with its Bid. If the Contractor is a Georgia corporation, Contractor is requested to submit a valid county or city business license. If Contractor is a joint venture, Contractor is requested to submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor 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.
20. **Professional License:** Contractor must attach a copy any professional license required by this ITB with its response.
21. **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 ITB.
22. **Conflict of Interest:** Contractors are advised to read and familiarize themselves with the conflict of interest provisions of this ITB. The City reserves the right to issue ITBs for specific projects that are independent of ITB **#18ITB032618-DRR, GIS Utility Survey Services** for the City of Stockbridge located in Stockbridge, Georgia. Except as stated in this ITB, Information and Instructions to Contractors, and the Notice to Contractors concerning Conflicts of Interests, successful Contractors under this ITB are not precluded from responding to such solicitations.
23. **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.
24. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for 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.

SUBMITTAL CHECKLIST

ITB #18ITB032618-DRR, GIS UTILITY SURVEY SERVICES
SUBMITTAL CHECKLIST

1. Use the submittal checklist to verify that all required information is included in your bid;
2. It is the sole responsibility of each Contractor to ensure that their bid is inclusive of all submittals outlined below or elsewhere in this ITB;
3. **Failure to submit any of the items below may cause rejection of the bid;**
4. The bid documents must be submitted as follows: one (1) Original Bid marked "Original" and five (5) identical copies including all required attachments; and labeled with the Name and Number of the Bid document;
5. The City assumes no liability for the differences in the information contained in the Contractor(s) printed bid submission. In the event of any discrepancy, the City will rely upon the information in the printed "Original" bid submission; and
6. The City shall not consider any bid 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. BID (1 ORIGINAL & 5 HARD COPIES) | _____ |
| 4. COST BID (ATTACHMENT 2) | _____ |
| 5. REQUIRED FORM SUBMITTALS (APPENDIX C) | _____ |
| 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: BID 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: SEALED BID LABEL | _____ |
| 6. BUSINESS LICENSE | _____ |
| 7. W-9 FORM | _____ |
| 8. ACKNOWLEDGEMENT OF INSURANCE CERTIFICATE | _____ |

| | | |
|--------------|---------------|------|
| Printed Name | Title | Date |
| Signature | Firm Name | |
| Phone Number | Email Address | |

**ITB #18ITB032618-DRR
GIS UTILITY SURVEY SERVICES FOR THE CITY OF
STOCKBRIDGE, GEORGIA**

The City Council of Stockbridge, Georgia (City) requests qualified Contractors with proven track record to provide GIS locations for the City of Stockbridge's utility surface features for water, sewer, and storm water services on an as-needed basis for the City of Stockbridge located in Stockbridge, Georgia.

1. INTRODUCTION

1.1 INTENT TO AWARD

The City intends to award to the overall lowest, responsive, and responsible Bidder; however, the City reserves the right to make multiple awards, awards based on lowest unit price, or no award.

1.1.1 Responsibility – The determination of the Bidder's responsibility will be made by the City based on whether the Bidder meets the following minimum standard requirements:

- 1.1.1.1 Has the appropriate and adequate technical experience required;
- 1.1.1.2 Has adequate personnel and equipment to perform the work expeditiously;
- 1.1.1.3 Able to comply with the required or proposed delivery and installation schedule;
- 1.1.1.4 Has a satisfactory record of performance;
- 1.1.1.5 The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- 1.1.1.6 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- 1.1.1.7 Has adequate financial means to meet obligations incidental to the work; and
- 1.1.1.8 Such other factors as the City deem to be pertinent to either the bid or the contract.

1.1.2 Responsiveness – The determination of the Bidder's responsiveness will be made by the City based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, exclusions, special conditions, or alternative bids for any item unless specifically requested in this solicitation.

1.2 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 1.2.1 The Bidder 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 ITB. 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 ITB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Bidder must 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 Bidder to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Bidder is not responsible.
- 1.2.2 All proposed Sub-Consultants and Sub-Contractors must be listed in the Bidders response. Bidder must ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the Specifications. The City reserves the right to approve all Sub-Contractors and Sub-Consultants.
- 1.2.3 The Bidder 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 ITB. The lack of a valid license from the Bidder 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 Bidder, and the removal of any unlicensed entity from the project. In the event Bidder, a Sub-Consultant or Sub-Contractor is required to be licensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such license or certification may result in immediate termination of the Bidder's agreement effective as of the date on which the license or certification is no longer in effect.
- 1.2.4 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 Bidder's response. Sub-Consultants and Sub-Contractors shall not subcontract any portion of their work pursuant this ITB without the written consent of the City. Failure of the Bidder 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-Contractor(s) and all permissible sanctions against the Bidder.

2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

The City is seeking a qualified Contractors to provide GIS locations for the City of Stockbridge's utility surface features for water, sewer, and storm water services throughout the City as directed including but not limited to provide an accurate (sub-

meter), horizontal (x, y) location for the following roughly described infrastructure items. The firm will be given the City's existing Geodatabase and asked to confirm/verify location of existing points and update as necessary:

Water System: 1,000 points

- Fire Hydrants;
- Valves;
- Elevated Storage Tanks;
- Intermediate pipeline; and
- locate markings.

Sewer System: 1,200 points

- Manholes (with distance to invert and size/orientation of pipes);
- Lift stations;
- Outfall at WWTP;
- Cleanouts (only those located within existing City of Stockbridge right-of-ways or easements); and
- Intermediate pipeline locate markings.

The Contractor shall employ and appropriately train a sufficient number of employees to provide efficient and timely service on behalf of the City. The Contractor shall assume responsibility for the cost of employing the workforce to maintain the City's facilities.

Services will be delivered at the City of Stockbridge – City Hall, located at 4640 North Henry Boulevard, Stockbridge, Georgia 30281 as specified in this ITB and Attachment 1, Scope of Work (SOW), attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

Contractor shall satisfactorily demonstrate significant experience in to provide GIS locations for the City of Stockbridge's utility surface features for water, sewer, and storm water services and have at least five (5) years of experience providing to provide GIS locations for the City of Stockbridge's utility surface features for water, sewer, and storm water services services, preferably for a City comparable to Stockbridge in size, scope and similar in nature.

4. SITE EXAMINATION

Immediately following the meeting. The Site examination will be conducted on April 18, 2018 at 10:00 A.M., local prevailing. Contractors are encouraged to attend; however, attendance is optional to the non-mandatory site visit at 4640 North Henry Boulevard, Stockbridge, Georgia 30281.

PRE-BID CONFERENCE (NON MANDATORY)

Date: **April 18, 2018**
Time: **10:00 A.M. EST**
Location: CITY HALL – COUNCIL MEETING ROOM
4640 North Henry Boulevard
Stockbridge, Georgia 30281

Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed; however, will be responded to in the form of an addendum with the City’s official response.

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the City’s official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the City’s bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these quote specifications and to discuss issues from the Respondents perspective. However, no verbal response provided at the Pre-Bid Conference binds the City. Only those responses to written questions that are responded to by the City in written communications will be official.

5. DURATION OF CONTRACT

The “Commencement Term” of this Agreement shall begin after the issuance of the Notice to Proceed (NTP), the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2018. The Commencement Term shall be subject to events of termination and the City’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City’s obligation to make payments provided under this Agreement shall be subject to the City’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City’s governing body and such obligation shall not constitute a pledge of the City’s full faith and credit within the meaning of any constitutional debt limitation.

5.1. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Council for the calendar year of such Renewal Term. If approved by the City Council, the First Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. If approved by the City Council,

the Second Renewal Term shall begin on the 1st day of January, 2020 and shall end no later than the 31st day of December, 2020.

5.2. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the City’s rights upon termination.

5.3. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

APPENDIX A: W-9

Request for Taxpayer Identification Number and Certification

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

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one 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) ▶ _____ Note. 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) ▶ _____ | 4 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> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 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.

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|
| Social security number | | | | | | | | | |
| | | | | - | | | - | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

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.

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.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

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.

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 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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 ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 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 ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 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 ⁴ |
| 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 |

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

**APPENDIX B:
INSURANCE AND RISK MANAGEMENT PROVISIONS**

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors 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 The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge 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 Respondent 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 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 Contractor 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 The City of Stockbridge 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 The City of Stockbridge 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 | \$1,000,000 |
| Employer’s Liability Insurance | By Disease | Policy Limit | \$1,000,000 |
| Employer’s Liability Insurance | By Disease | Each Employee | \$1,000,000 |

2. COMMERCIAL GENERAL LIABILITY INSURANCE

| | | |
|---|-----------------|-------------|
| Bodily Injury and Property Damage Liability (Other than Products/Completed Operations) | Each Occurrence | \$1,000,000 |
| | Aggregate | \$3,000,000 |
| Products\Completed Operation | Aggregate | \$1,000,000 |
| Personal and Advertising Injury | Limits | \$1,000,000 |
| Damages to Premises Rented to You | Limits | \$300,000 |
| Medical Payments for Participants | Limits | \$25,000 |

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

USE OF PREMISES

Contractor 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 The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge 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.

Contractor 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.

Contractor 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, The City of Stockbridge 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, Contractor hereby agrees to release, indemnify, 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 Contractor, 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.

Contractor 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 Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

APPENDIX C: REQUIRED SUBMITTALS

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

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

REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this ITB, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid 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: Bid 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: Sealed Bid Label

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid 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 _____ County 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 ITB;

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

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

(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 ITB in connection with the Contract for which the attached ITB 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 ITB 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 ITB 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 Bid or Bid 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-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-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

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid 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 Bid or Bid 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

FORM 6

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

This Form Must Be Signed and Return with Bid or Bid 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 _____, 2018.

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

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid 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: _____

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, _____, hereby submits its bid Bid 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 Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day
of _____, 2018.

Notary Public

My Commission Expires:

Date

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 services¹ 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*,² 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: _____

County: _____

Commission Expires: _____

¹O.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.

²[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].

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 services³ 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*,⁴ 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: _____

County: _____

Commission Expires: _____

³O.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.

⁴[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].

FORM 12

REFERENCE AND RELEASE FORM

List at least five (5) references for the Prime Contractor and each proposed subcontractor 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 ITB.

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: _____ %

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: _____ %

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

FORM 13

SEALED BID LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED BID ENCLOSED

DELIVER TO:

City of Stockbridge
Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB – Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

DATE: JUNE 13, 2018

ITB MUST BE RECEIVED BEFORE 12:00 NOON

COMPANY NAME: _____

**ITB # 18ITB032618-DRR,
GIS UTILITY SURVEY SERVICES**

ATTACHMENT 1 SCOPE OF SERVICES

1. GENERAL

Reference is made to the Information and Instructions to Bidders and Introduction, and incorporated herein.

The Scope of Services (SOS) contained in this ITB includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet the City's initiatives. The City will determine the services to be performed. Nothing in this ITB constitutes an assurance that a particular item of work will be performed by the successful Contractor. The City reserves the right to request all, some or any combination of services identified in this Scope of Services. When the City desires any Services contemplated under this Scope of Services, the City will contact the successful Contractor and authorize such Services. It is understood and agreed to by the Contractor that Services performed under the Scope of Services of this ITB shall include, but not be limited to, the Services described below and as desired by the City.

2. SCOPE OF SERVICES

The City is seeking a qualified Contractors to provide GIS locations for the City of Stockbridge's utility surface features for water, sewer, and storm water services throughout the City as directed including but not limited to provide an accurate (sub-meter), horizontal (x, y) location for the following roughly described infrastructure items. The firm will be given the City's existing Geodatabase and asked to confirm/verify location of existing points and update as necessary:

Water System: 1,000 points

- Fire Hydrants;
- Valves;
- Elevated Storage Tanks;
- Intermediate pipeline; and
- locate markings.

Sewer System: 1,200 points

- Manholes (with distance to invert and size/orientation of pipes);

-
- Lift stations;
 - Outfall at WWTP;
 - Cleanouts (only those located within existing City of Stockbridge right-of-ways or easements); and
 - Intermediate pipeline locate markings.

The Contractor shall employ and appropriately train a sufficient number of employees to provide efficient and timely service on behalf of the City. The Contractor shall assume responsibility for the cost of employing the workforce to maintain the City's facilities.

3. CONTRACTOR QUALIFICATIONS

The Contractor bidding on this project must have at least five (5) years of experience providing GIS Utility Survey Services, preferably for a City comparable to Stockbridge in size.

4. QUALITY CONTROL

Work covered will be performed by a single firm experienced in GIS Utility Survey Services of a similar nature and scope. Subject to approval of the City, the Contractor may subcontract any work to be performed under this contract. However, the election to subcontract work will not relieve the Contractor from responsibility or liability which it has assumed under this contract and the Contractor will remain liable to the same extent that its liability would attach, as if the work had been performed by the Contractor's own employees. Furthermore, the contract shall not be assigned without written consent of the City.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

- 4.1. Has completed within the past five (5) years a minimum of five (5) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid;
- 4.2. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously;
- 4.3. Must provide a sworn financial statement upon request, which evidences the bidder, has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete;
- 4.4. Must have a documented safety program with a history of satisfactory past performance; and

4.5. Must have a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by the Contractor will include:

4.5.1. Completed past contracts in accordance with the contract documents; and

4.5.2. Diligently pursued execution of the work and completed past contracts according to established schedules.

5. CONTRACTOR REQUIREMENTS

5.1. Provide all labor, equipment, materials and apparatus necessary to perform GIS work as directed by task order, Public Works Director and/or City Manager;

5.2. Take responsibility for the performance of work as directed by the City;

5.3. Provide all required resources for the safety of the public and their staff during the work;

5.4. Identify and implement appropriate traffic control measures, best management practices for storm water quality and protection of utilities;

5.5. Perform all work in a thorough, competent, professional and workmanlike manner; and

5.6. Provide a labor force that is properly licensed to operate assigned equipment used for the work they will perform, as determined by local, state and federal regulations.

6. HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed Monday through Friday from 7:00 A.M. to 6:00 P.M. and Saturday 8:00 A.M. to 5:00 P.M. No work shall be done on Sunday without written permission from the City.

7. QUALITY OF WORK

The standards of performance, which the Contractor is obligated to perform hereunder, are those standards which are considered to be good GIS Utility Survey Services practices, and which are subject to approval by the City. The Contractor shall perform quality control inspections to ensure the GIS Utility Survey Services program achieves the highest level of productivity attainable.

The City at its discretion may conduct periodic audits to ensure the quality of work is in compliance with the City's GIS Utility Survey Services expectations.

8. TRAFFIC CONTROL

The Contractor shall conduct GIS Utility Survey Services operations in a manner that causes minimum obstruction and inconvenience to the public. A traffic control plan shall be implemented and must conform to the minimum requirements of the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards. The Contractor shall furnish certified flaggers as necessary to ensure the public is adequately warned that roadway work is underway and of any potentially dangerous conditions. At all times, emergency vehicles shall be permitted to pass through the work area, without delay.

9. INSPECTIONS

The Contractor shall furnish the City with every reasonable opportunity for its staff to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this ITB. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve the Contractor of any of its obligations to fulfill its requirements.

10. SCHEDULE

For each project requested by the City, the Contractor shall conduct an initial assessment of the project. After the assessment has been completed, the Contractor will provide a written estimate of the materials needed and the time required to complete the project and may only start work upon written authorization from the City Manager and or his designee. The Contractor shall respond to the call for services within forty-eight (48) hours of receiving the Notice to Proceed (NTP) from the City. The Contractor will be required to provide services at multiple locations on any one day. Work shall be completed within three (3) business days after the Notice to Proceed has been given by the City.

11. DELAYS IN SCHEDULE

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by any other Act of God, or by the inability to obtain materials and/or equipment, then the Contractor shall notify the City as soon as possible and provide a make-up schedule satisfactory to the City. The City at its sole option, may extend the deadline to complete the project as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the project, the City may, at the time of acceptance of the work, waive liquidated damages

which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

12. EXTRA WORK

The Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the intent of an authorized project. Extra work will be mutually agreed between the City and the Contractor prior to commencement of such work. The final decision and approval regarding the payment of work will be made by the City. The primary method of payment shall be made by the method outlined in the GIS Utility Survey Services pricing bid sheet.

If the City desires, it may request work to be taken on a “quote basis”. Such method of payment for “Extra Work” will be a “not to exceed, quote” submitted to the City by the Contractor and will represent full compensation to the Contractor for all labor, materials and equipment to complete such work.

13. INCLEMENT WEATHER

In the event the Contractor is unable to perform services due to adverse weather conditions, the Contractor shall immediately notify the City to substantiate the conditions which prevent the performance of services, and the Contractor shall perform within three (3) days said services pursuant to the regular schedule provided that weather permit.

14. HOLIDAYS

The City shall be advised in advance of holidays to be observed by the Contractor and shall also be provided with a makeup schedule that is no more than one (1) week later. Once the makeup schedule is established, it shall not be changed without prior approval of the City Manager or his designee.

15. CALLBACKS

Whenever, in the opinion of the City, a repair is determined to be inadequate or inconsistent with City standards and best management practices, the Contractor shall, within twenty-four (24) hours after notification, submit a written response detailing how the situation will be remedied and a timeline for accomplishing the task. The Contractor shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's work. Should the Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by the City,

and the cost thereof shall be charged to the Contractor. No additional payment will be made for callbacks as a result of inadequate repairs.

16. COMPLAINTS

Complaints regarding GIS Utility Survey Services, which the City considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within twenty-four (24) hours, the Contractor shall submit to the City a report of the action taken to address or reconcile each complaint.

17. EMERGENCY SERVICES

Emergency services are any non-routine or non-repetitive activities required for operational continuity, safety and performance generally resulting from the failure of or the need to avert a failure of City assets, infrastructure or some component thereof. As part of its emergency services provisions, the Contractor shall:

- 20.1. Provide a twenty-four (24) hour telephone number and/or a list of employees (including their telephone numbers) who are available for twenty-four (24) hour emergency callout service;
- 20.2. Respond to the scene of the emergency within two (2) hours of call-out;
- 20.3. Assure that adequate response and resources will be dedicated to the City to the satisfaction of the City; and
- 20.4. Perform the minimal amount of work in order to achieve the safety of the public. Any remaining non-emergency work shall be performed on a task-order basis during normal working hours.

18. BREAKDOWN OF EQUIPMENT

At all times the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task. If down for more than one (1) hour, a penalty will be assessed at the rate of **\$50** per hour for each hour above and beyond one (1) hour.

19. STORAGE OF EQUIPMENT

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

20. REPORTS

The Contractor shall provide to the City Manager or his designee detailed reports of all GIS Utility Survey Services performed which shall include the receipt date of work order, type of service, and photographs of service site before and after work order is completed, location or address of service site, description of the work performed and date completed.

**ATTACHMENT 2
BID PRICING**

The successful Contractor is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Bid Pricing Form. Please do not make modifications to this form as any change may render Contractor's Bid nonresponsive. 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 Bid Pricing Form. This pricing should be submitted as a cost per standard crew day as described in detail below:

1. Describe the make-up of a standard survey crew to be used on this project. Descriptions should include number of employees per crew, their positions (Party Chief, rodman, etc.) and resumes for each. How many GIS units will the crew utilize?
2. Provide a minimum of points that the crew is expected to shoot in a typical work day assuming that work is along cleared ROW or easement. Also, provide expected average number of points per day.
3. Provide a cost per crew per day.
4. Provide the number of crews available to begin work on this project July 1, 2018 and provide a schedule for how your firm would approach this project.
5. Provide a cost per GIS point provided for water and a cost per GIS point for sewer. Existing sewer points will need to have invert size/orientation acquired. The City would like to review several cost methods and will plan to discuss method of payment with the surveyor deemed most qualified and cost effective.

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

**ATTACHMENT 3
PROFESSIONAL LICENSE AND CERTIFICATIONS**

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: _____

General Contractor's 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 Bid for this Project.

Signed:

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: 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 Contractor _____ Sub-Contractor _____

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 Bid for this Project.

Signed:

Date: _____

**(ATTACH COPY OF LICENSE)
END OF BID FORM**