



# RFQ # 18RFQ101518-CMJ REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL DESIGN SERVICES FOR FIRE STATION CONVERSION PROJECT



## **INTRODUCTION**

The City of Stockbridge (hereinafter referred to as the "City") is soliciting a **Request for Proposal** from qualified consulting firms with expertise in design ("Consultant"), for **Design Services for Fire Station #9 Renovations**. The City is looking for a team to provide, upon submission, conceptual floor plans that speak to how space will be used along with renderings of examples of past work that speaks the multiple uses/occupancy for a restaurant and office.

The selected Consultant must have the ability to produce conceptual design drawings, work with city staff to refine the conceptual designs, prepare final design plans and construction documents for the City of Stockbridge Fire Station #9 Renovations (the Project). The Project is located at 132 MLK SR. Heritage Trail, Stockbridge, GA 30281, adjacent to the intersection of MLK SR. Heritage Trail and Love Street.

**Existing Structure:** The existing facility is a metal building, constructed in 1980. The building was designed at the time, to be occupied as the Henry County Fire Station No. 9 but has been since become vacant. The facility is dated and has serious issues related to water damage structurally, flooring may contain asbestos and an asbestos assessment is to be conducted. The building does not appear to be designed in accordance with the American with Disability Act.

The City desires to solicit design bids to convert the existing fire station into restaurant and office space which will have an occupancy separation to maintain the two separate and distinct uses (the restaurant may be leased to an interested business). The City is looking to reconfigure the layout of the building to accommodate the restaurant utilizing the former fire apparatus vehicle bay area, and the contiguous first-floor space. The restaurant concept would include a potential patio seating area just outside the roll-up doors for outside dining. The remainder of the downstairs and upstairs spaces within the building, is to be converted into office space for City employees, which would include ADA accessible restrooms, office spaces, reception area, conference room, small break room area, etc.

The structure consists of steel frame construction, masonry walls (interior), interior framing(unknown), drywall, and exterior metal siding.

The City does not have a new floor plan designed for the proposed facility. The selected Consultant will meet with the City Manager, Assistant City Manager, Director of General Services and Facilities Management, as well as other assigned staff to develop a new layout for the Project. The plan shall modernize the building, create a "dual-use concept" utilizing the space more efficiently, and create an environment that essentially works like more modern facilities in function, form, and finishes. In addition to providing a new floor plan, the City would like the building elevation redesigned to provide two separate entrances as well as new landscaping where applicable.

The Consultant shall execute their work in a timely manner and in accordance with a schedule approved by the City. Failure to respond by completing scheduled work in a timely manner may result in termination of the agreement.

The Consultant responsibilities will include all design services necessary to complete the project as outlined in this document. The Consultant will be responsible for verifying all site improvements, landscaping, fencing, and site utilities including water, sewer, storm drain, and electrical service, etc.

Locally owned businesses, minority-owned firms and female-owned firms are encouraged to respond to this RFP. Refer to the attached Request for Proposal which was posted.

Potential Bidders are urged to carefully read and review the information contained within this Request for Qualifications (“RFQ”) and respond accordingly.

For this project, the following definitions shall apply:

- **OWNER** is the City of Stockbridge
- **PROPOSER** is a design team, which submits a Statement of Qualifications in response to this RFQ
- **CONSULTANT** is the design team hired by the City to provide the services described in this RFQ.
- **LOCAL REGULATORY AGENCY** refers to all Sections, Divisions, and Departments of the City of Stockbridge charged with the review and approval of this type of RFQ for Design Services for the Fire Station Conversion Project within the city limits.
- **STATE REGULATORY AGENCY** refers to all State of Georgia agencies that might have jurisdiction over the project design and /or construction.
- **FEDERAL REGULATORY AGENCY** refers to all United States of America federal agencies that might have jurisdiction over the project design and /or construction.

## **PROJECT GOAL**

The City seeks design services which converts the former Henry County Fire Station No. 9 to restaurant and office space, modernize facilities, remove any accessibility barriers and provide appropriate parking.

## **SERVICES TO BE PROVIDED BY THE CONSULTANT (Scope of Work)**

The scope of work outlined below is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

1. Summary of Project: To design the Project as described above. Conceptual Design(s) that speaks to the layout and construction of the following space uses:

Breakroom (1 <sup>st</sup> Floor)	Office Space (2 <sup>nd</sup> Floor)
Indoor Dining Area (1 <sup>st</sup> Floor)	Restrooms (2 <sup>nd</sup> Floor)
Outdoor Dining Area (1 <sup>st</sup> Floor)	Parking Spaces
Office Space (1 <sup>st</sup> Floor)	
Accessible Restrooms (1 <sup>st</sup> Floor)	

2. Provide alternative plans for an aesthetically pleasing redesign of the building to provide customer access through two separate entrances.
3. Develop the final schematic design
4. Upon approval of the final schematic design, prepare complete construction drawings for both the interior, exterior, and landscape based on the above criteria
5. Drawings should address the following items of concerns noted by the City:
  - I. Facilities and utilities shall be modified/replaced where required:
    - a. Coordinate with Georgia Power to provide new electrical service to the building that would accommodate both occupancies.
    - b. Obtain asbestos report and make proposed remediation's if asbestos is present
    - c. Inspect structure; make proposed modifications to repair/replace damaged structural components.
    - d. Design new drainage and waste system in apparatus bay to accommodate a restaurant, which may include, grease interceptor, clarifier, etc.
    - e. Design new water service to the building from the shut off at the street
    - f. Design Mechanical Systems to accommodate proposed uses with properly sized high-efficiency units, and appliances.
    - g. Design Accessible Parking, and accessible path of travel from parking and public way to the entry
    - h. Design for a modernized exterior facade
6. The Project shall occupy the existing building footprint of approximately 5,207 sq. Ft. with additional patio square footage, to serve as the restaurant's outdoor dining area. Actual square footage of all space for proposed occupancy first and the second floor is unknown at this time.
7. Evaluate any other requirements necessary to bring the existing facility in compliance to current building codes. The determination for making sure there is compliance to code is the responsibility of the proposer awarded the contract. In addition, the consultant will provide documentation of code requirements which may be identified during the plan review process. This is to include ADA compliance with handicap parking and signage.
8. Prepare a complete cost estimate for improvements
9. Prepare complete construction documents for permitting and bidding. The consultant to

include all supporting structural calculations for any additions or alterations of load bearing elements

10. The consultant is responsible for **ALL** plan revision and printing costs
11. Attend bid conferences for selection of contractor
12. Provide construction administration services
13. Design: This Design project includes all design related components of this project, in its entirety, technical support, and other services/work to be detailed in the final contract.
14. Design: Gather necessary data from the City of Stockbridge, Henry County Board of Assessors and evaluate the existing infrastructure. On at least three occasions, Consultant will meet with members of the City Staff selected for participation in a design review committee. Consultant shall coordinate its efforts with the City of Stockbridge Community Development Department and other agencies affected by this project.
15. Provide preliminary design plans and specifications for review by the City. Once the preliminary design is approved, prepare detailed design plans and specifications, as appropriate for this project. Perform quality check and value engineering review, before submission of a design to the City for approval.
16. Applicable Standard Specifications and Details: The design will be completed in accordance with applicable City, State, and Federal Laws, Statutes, Codes and any other applicable standard specifications, as applicable.
17. The consultant shall provide all technical skills and studies necessary for the successful and complete design of the Project.
18. The Consultant shall execute its work in a timely manner and in accordance with the approved project schedule.
19. The successful Consultant must provide proof of a Performance and Payment Bond in accordance with O.C.G.A. § 36-91-70.

## **ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF STOCKBRIDGE**

The City will provide copies of City's available record drawings of the existing facility; however, such drawings may not be accurate, and the City shall not be held responsible for such inaccuracies.

The City makes no warranty that record drawings for all existing improvements are available.

The City will provide all services required to plan, supervise, monitor and finance the project except for those services to be provided by the Design Team as set forth hereinabove.

## **PROJECT TIME SCHEDULE.**

The Design Team shall execute its work in a timely manner in order to complete the design and construction within the specified time frame for the project. Currently, the City is anticipating a completion of the Conceptual Designs.

## **CONSULTANT'S TEAM**

The Consultant shall assign a qualified, design professional as Project Manager to direct and oversee the Design Team's work on all phases of this project. The Design Team's staff working on this project shall be qualified professional staff and shall have the necessary experience, expertise, and licenses to complete the project design, and satisfy all the requirements as described in this RFQ. At a minimum, the Consultant shall include the following:

A design professional acting as Project Manager as defined above; A professional designer who holds an Architecture/Engineering license issued by the State of Georgia and has extensive experience in designing comparable facilities; Professional Project designers and all other professionals as necessary to complete the Scope of Work for this project.

## **STATEMENT OF QUALIFICATIONS**

All interested firms (Design Teams) shall submit a Statement of Qualifications (SOQ), by **12:00 PM November 21, 2018**, which shall contain at a minimum the following information:

1. A statement of Design Team's management principles, procedures and how they will be applied to this project in regard to:
  - a. Development of a project design schedule and adhering to that schedule
  - b. Establishment of a cooperative relationship with the City and any other stakeholders in the Project
  - c. Complete and successful performance of all tasks assigned to the Design Team
2. Name and relevant experience of Design Team's principals who will be responsible for the project.
3. A list of comparable projects on which Design Team has been involved during the past five years. The list should include at least four different clients and should provide the following information for each project:
  - a. Project title, location and description including the size of the project;
  - b. Nature of Design Team's responsibility;
  - c. Start and end dates of Design Team's involvement in the project;
  - d. The total dollar amount of Design Team's contract;
  - e. Name, address and phone number of the project owner;
  - f. Name and address of Design Team's client if different from the project owner; and

- g. Name and phone number of contact person at Design Team's client's office.
4. A statement of Design Team's approach in designing a project within the allocated time schedule and project budget.
  5. A statement of why Design Team believes it should be selected for this project.
  6. A list of all sub-consultants that Design Team will be utilizing on this project. This list shall include the following information for each proposed sub-consultant:
    - a. Name, address, and phone number for sub consultant's office that will be performing work on the project
    - b. Name and relevant experience for sub consultant's key employees that will be working on this project
    - c. Description of work that the sub-consultant will perform on the project
    - d. If the Design Team has multiple offices and proposes to utilize staff from multiple offices for this project, then the following shall apply in regard to this listing of sub-consultants:
      - i. The office Submitting a SOQ for Design Team shall be considered the CONSULTANT. All other offices of Design Team shall be considered sub-consultants and shall be included in the sub-consultants listing.
  7. A statement of Design Team's current insurance coverage signed by a company official. The City requires a minimum of One Million Dollars (\$1,000,000) of Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers' Compensation Insurance. If the current coverage does not meet the City's minimum requirements, a statement of Design/Build Team's ability and intent to obtain the required coverage must be included. Do not submit a certificate of insurance in lieu of this statement.

## **SUBMITTAL OF STATEMENT OF QUALIFICATIONS**

Firms responding to this RFQ must include the following items in their submittal package:

1. Five (5) copies of Consultants SOQ
2. One copy of the completed "Business Identification Form" (Attachment 1) signed by a company official
3. One copy of the Consultants Bid Submission Form (Attachment 2)
4. The RFQ response shall not exceed *thirty* (30) pages, prepared on 8-½ -inch by 11-inch paper printed on both sides, no larger than a 12-pt. font. The thirty (30)-page requirement does not include the front cover or back cover of the document

The submittal items must be placed into a sealed envelope bearing Consultants name and the words "Statement of Qualifications for Fire Station Conversion Project Stockbridge Georgia."

On or before, **November 21, 2018 at 12:00 PM EST**, the submittal package must be delivered to:

**City of Stockbridge  
Donald Riley  
Procurement Specialist  
4640 North Henry Boulevard  
Stockbridge, GA 30281**

The City assumes no responsibility for non-receipt of submittal packages due to any delay, including, but not limited to, carrier delay. It is the Design Team's responsibility to meet the deadline stated above.

Submittals which do not contain the required number of copies and all the information requested in this RFQ may be considered non-responsive and rejected without evaluation. Submittals received after the deadline or at the wrong location will be considered non-responsive. Submittals sent via facsimile or email will not be accepted

**SELECTION OF CONSULTANT**

1. Each member of the Evaluation Committee will read, review, and evaluate the contents of each submitted RFQ response.
2. The Evaluation Committee will be responsible for reviewing all RFQ Proposals timely and accurately submitted. After reviewing submittals by interested firms, the City will develop a "short list" of firms [The *three* (3) highest scoring Bidders [**MAXIMUM 100 pts**] to be invited to an interview and to prepare a fee proposal.

The City currently anticipates that interviews of the "shortlisted" firms will occur on **December 3 – 7, 2018**. Upon completion of the interviews, the "shortlisted" firms will be ranked by qualifications. Then an evaluation of the fee proposals submitted at the interviews will be used as secondary consideration in selecting a CONSULTANT for the project, for recommendation to the Mayor and Stockbridge City Council for approval. The Mayor and City Council possess final approval authority

3. The City reserves the right to negotiate adjustments in all elements of what Bidders submit in their RFQ responses, as long as such adjustments do not have the effect of increasing the total compensation paid by the City over the total proposed fixed-price fee compensation set forth in submitted proposals.

Firms submitting a Statement of Qualifications (SOQ) for this project must provide in their submittal, verifiable evidence demonstrating that they have considerable current and experience in providing the services necessary for this project, as described in the "General Project Description and Requirements" section and "Services to Be Provided by the CONSULTANT (Scope of Work)" section of this RFQ.

The City will evaluate the Design Teams based on the following items:

1. The information contained in Design Team's SOQ submitted in response to this RFQ. The City's evaluation of this information will be based, at least in part, on the requirements for the SOQ set forth elsewhere in this RFQ.

2. Design Team's ability to understand the project requirements as it may be revealed in their proposed method and procedure of study, goals, and objectives, and their approach to the project.
3. Comments received from the City's reference checks.
4. Design Team's submittal and subjective statements.

The submission of a fee proposal shall be conclusive evidence that the Design Team and its sub-consultants have investigated and satisfied themselves as to the conditions to be encountered, the character, quality and scope of work to be performed, and any municipal and ordinance requirements of the City of Stockbridge.

### **SOLICITATION CAVEAT**

The Consultant and its sub-consultants understand and agree that the City of Stockbridge shall have no financial responsibility for any costs incurred by the Consultant Team and its sub-consultants in responding to this Request for Qualifications and shall not be liable for any Consultant's or its sub-consultants' costs attributed to their own study and investigation or design of a specific project until Consultant has executed a contract with the City of Stockbridge and has been authorized in writing to proceed. The City of Stockbridge reserves the right to terminate this Request for Qualifications after three (3) days' notice to all prospective Consultants.

### **CONTACTS AT THE CITY OF STOCKBRIDGE**

All questions concerning the project, the submittal of a Statement of Qualifications, the City's review and evaluation of the SOQ's, and the City's selection of a consultant for this project should be submitted in writing and directed to:

**Attn: Donald Riley  
Procurement Specialist  
4640 North Henry Boulevard  
Stockbridge, GA 30281**

A **Mandatory** "Pre-Bid" conference will be held on **November 6, 2018 at 10:00 AM EST**. The purpose of this conference is to introduce the Project and to provide a means to address comments, inquiries, and additional questions. The address for the Bidders' conference appears below:

**City of Stockbridge  
Donald Riley  
Procurement Specialist  
4640 North Henry Boulevard  
Stockbridge, GA 30281**

**Please Note:**

*Only Bidders that attend the scheduled **Mandatory** Pre-Bid conference are permitted to submit a bid package. A sign-in sheet will be used to account for attendance.*

Submit a fixed-price proposal at Interview [use the Fee Proposal form provided in Attachment 2], submitted in a separate envelope with the RFQ response. The envelope containing the Fee Proposal should be marked:

[Fixed Fee Proposal – Design Services Fire Station Conversion Project – RFQ # 18RFQ101518-CJM]

The total fixed-price fees proposed shall be considered to be inclusive of all fees and expenses [travel expenses, printing, reproduction, postage, etc.], which will be generated by the Consultant and all Sub-Consultants whose services are required to complete the work described in the section entitled *Scope of Work*, herein.

No reimbursable will be paid beyond the total fixed-price fee proposal amount submitted in response to this RFQ, on the form provided in “Attachment 2” herein.

If the Consultant anticipates that additional services will be required to complete the work and these additional services are not outlined in the Scope of Work, the Fee Proposal should describe these additional services in a distinct and separate line item. The Department and Team will review these additional services outlined in the fee proposal and determine if these services are necessary to complete the work as outlined in the Scope of Work.

The Consultant shall include the provision of the above-described deliverables package in the fixed-price fee for the work and shall not be further reimbursed for these deliverables.

The successful Consultant must provide proof of the required insurance described in Appendix B as a requirement of this document.

A Table of Contents, with corresponding tab sheets, which correspond to items in this RFQ, must be included to identify each section, in the same sequence requested in this RFQ. RFQ responses must meet the requirements of and conform to the proposal submission format and requirements as stated in this RFQ.

**SCORING VALUES**

Selection of the Consultant (Firm) will be made by the Mayor/Council based on RFP submittal and project presentation (to be determined).” The criteria listed below will be used to evaluate all responses to this RFP.

**Schedule of Scoring Criteria  
(5 = Highest)**

<b>Concept</b>	5	4	3	2	1
<b>Presentation</b>	5	4	3	2	1
<b>Cost</b>	5	4	3	2	1

## **RULES GOVERNING PROCESS**

1. All Statement of Qualifications and supporting documentation received by Stockbridge shall become the property of the City and will not be returned.
2. All costs associated with the preparation and submission of the Proposal shall be borne solely at the expense of the Responder. Stockbridge shall not, under any circumstances, be responsible for any costs or expense incurred by the Responder.
3. This RFQ and interview selection processes shall in no way be deemed to create a binding contract of any kind between Stockbridge and the Responder.
4. Stockbridge reserves the right in its sole discretion to waive informalities in the RFQ process but is not required to do so.
5. To be considered, a Proposer must submit complete Qualifications as indicated herein. The format that is provided in this document is not negotiable. Failure to adhere to the instructions contained within this document will void the submission of any response.
6. It is the responsibility of each Consultant to examine the entire RFQ, seek clarification in writing, and review its proposal for accuracy before submitting the RFQ response. Once the submission deadline has passed, all RFQ responses will be final. The City will not request clarification from any Consultant relative to its RFQ response.
7. Any submitted RFQ response shall remain a valid proposal for three months after the due date, or until the City executes a Contract, whichever is first. The City may, in the event the selected Consultant fails to perform, and/or the contract is terminated within forty-five days of its initiation, request the Consultant submitting the next acceptable proposal to honor its proposal.
8. Each Bidder must comply with the applicable laws, ordinances, and resolutions of Stockbridge, Henry County, the State of Georgia and the federal government, including but not limited to all environmental laws regulating the disposal of municipal solid waste. Bidders must also exhibit the financial ability to furnish the necessary insurance coverage, as will be specified in this document.
9. The price for the services requested in this RFQ includes all, licenses and permits that the Bidder is or may be required to complete this work.
10. Stockbridge reserves the right to award a Contract to other than the lowest cost Bidder if the interests of the City are best served.

## **Terms and Conditions - Bidder Responsibility:**

### **Supervision**

Bidder agrees to furnish the necessary qualified supervision to oversee all operations.

### **Work Force**

In the performance of the work listed above, the workforce shall be presentable at all times. All employees shall be competent and qualified, and shall be legally authorized to work in the U.S.

### **License and Permits**

The Bidder shall acquire and maintain all required licenses and permits required by State or local law and will comply with all other license and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

### **Subcontractors**

The Proposer reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

### **Additional Services**

Any services rendered by Proposer that are in addition to or beyond the written scope of work required by this RFQ shall be separately billed. In addition, any additional work not shown in the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

### **Execution of Contract**

Selected Responder will be required to execute a standard city contract within five (5) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until it has been properly executed.

Bidder shall begin work within ten (10) days after the contract is executed and Notice to Proceed is received.

### **PERIOD OF THE CONTRACT**

The Contract shall be in effect for a period not to exceed twelve (12) months.

### **TERMINATION OF CONTRACT**

The City may terminate the Contract without cause at any time at its sole discretion by delivering a thirty (30) day written notice to the Bidder.

If for any reason the successful Bidder fails to fulfill any of the requirements of the Contract, the City shall have the right to terminate the Contract with cause with three (3) days written notice to the Bidder and to the contract and negotiate for the services with another Bidder.

### **PRICES AND PAYMENT TERMS**

1. All prices, costs, and conditions outlined in the FEE response shall remain fixed and valid for acceptance for 90 calendar days starting on the due date of the bid.
2. Prices will remain firm for the duration of the Contract.
3. The price quoted shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this RFQ.
4. The total charge for the work will be payable as agreed upon in the contract.

### **SATISFACTORY**

Any work found to be in any way defective or unsatisfactory shall be corrected by the Consultant at his/her own expense at the order of the City. The City also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The City reserves the right to charge the Consultant with any, all costs incurred or retain/deduct the amount of such costs incurred from any monies due, or which may become due under the Contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant will take affirmative action to ensure applicants are employed, and that employees are treated fairly during employment without regard to their race, color, religion, sex, national origin, or disability.

Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) pay rates or other forms of compensation and (8) selection for training, including apprenticeship. The City of Stockbridge fully encourages the participation of qualified minority and female-owned business firms with respect to the project.

### **PROHIBITED INTEREST**

No elected official, officer or employee, or agent of the City will have either a direct or an indirect interest in the Design/Build Contract or the proceeds thereof.

### **PROHIBITED CONTACT**

No Bidder or agent of Bidder is to discuss any part of this RFQ with any member or employee of the City other than as set out in this RFQ.

## **REJECTION**

Stockbridge reserves the right to reject any and all Statement of Qualifications received. Stockbridge is under no obligation to award and/or enter into a Contract for these services and the selection schedule may be revised at the City's discretion. In addition, The City does not guarantee that a contract will be awarded as a result of this RFQ.



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

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

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

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

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

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

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

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000

Damage to Rented Premises	Limits	\$100,000
<b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>		
<b>Combined Single Limits</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
<b>4. UMBRELLA LIABILITY</b>	Each Occurrence	\$1,000,000
(In excess of above noted coverages)		
<b>5. PROFESSIONAL LIABILITY</b>	Per Claim/Aggregate	\$2,000,000/\$2,000,000
**Completed Operations: Statue of Repose for State of Georgia**		

**Certificates of Insurance**

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

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

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

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

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

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

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

**Important:**

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

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Consultant/Consultant 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 Consultant/Consultant, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Consultant/Consultant further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising

out of injuries sustained by any employees of Consultant/Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

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

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 RFQ, 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 RFQ;

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

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

(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 RFQ in connection with the Contract for which the attached RFQ 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 RFQ 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 RFQ 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: \_\_\_\_\_

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

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

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

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

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

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

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

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

County: \_\_\_\_\_

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

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

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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**STATE OF GEORGIA**

**CITY OF STOCKBRIDGE**

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

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

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

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

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

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

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

County: \_\_\_\_\_

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

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

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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**FORM 12**

**REFERENCE AND RELEASE FORM**

List at least 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 RFQ.

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: \_\_\_\_\_ %

---

**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

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**DATE: NOVEMBER 21, 2018**

**RFQ MUST BE RECEIVED BEFORE 12:00 NOON**

**COMPANY NAME:** \_\_\_\_\_

**RFQ # 18RFQ101518-CJM, FIRE STATION  
CONVERSION PROJECT**

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**ATTACHMENT 1:**  
**W-9**

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

**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.

<b>Sign Here</b>	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](http://www.irs.gov/fw9).

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

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

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

**ATTACHMENT 2  
SCHEDULE OF FEES**

This form shall be completed and submitted as the cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

**FIXED FEE AMOUNT PROPOSED:**

<b>FIRE STATION CONVERSION PROJECT</b>	<b><u>Amount</u></b>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
<b>Total Cost</b>	<b>\$ _____</b>

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature