



# **LUMPKIN COUNTY BOARD OF COMMISSIONERS**

## **INVITATION TO BID**

### **ASPHALT LEVELING AND RESURFACING OF COUNTY ROADS**

#### **LMIG PROJECT # 2015-002**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**TUESDAY, MARCH 3, 12:00 P.M., EST**

**ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.**

**LUMPKIN COUNTY BOARD OF COMMISSIONERS  
ATTENTION: PATTI JO HOLDER, PURCHASING DIRECTOR  
99 COURT HOUSE HILL, SUITE D  
DAHLONEGA, GA 30533**

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**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS ITB ON OR BEFORE THE STATED  
DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.**

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**ISSUE DATE: JANUARY 30, 2015**

## INVITATION TO BID

LUMPKIN COUNTY BOARD OF COMMISSIONERS IS REQUESTING SEALED BIDS FOR ASPHALT LEVELING AND RESURFACING OF VARIOUS COUNTY ROADS.

A BID BOND IN THE AMOUNT NOT LESS THAN 5% OF THE TOTAL BID AMOUNT IS REQUIRED OF THIS PROJECT.

BIDS WILL BE RECEIVED BY LUMPKIN COUNTY BOARD OF COMMISSIONERS, PURCHASING DEPARTMENT, 99 COURTHOUSE HILL, SUITE D, DAHLONEGA, GEORGIA 30533 UNTIL 12:00 PM, EST ON TUESDAY, MARCH 3, 2015. LATE BIDS WILL NOT BE CONSIDERED NOR RETURNED. BIDS WILL BE FORMALLY ACCEPTED AND ACKNOWLEDGED AT THE COUNTY ADMINISTRATION BUILDING BY STAFF PERSONNEL.

THE BID DOCUMENTS AND SPECIFICATIONS ARE AVAILABLE FOR INSPECTION AT THE LUMPKIN COUNTY PURCHASING DEPARTMENT, 99 COURTHOUSE HILL, SUITE D, DAHLONEGA, GEORGIA AND AT [WWW.LUMPKINCOUNTY.GOV](http://WWW.LUMPKINCOUNTY.GOV).

BIDS MAY NOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE TIME AND DATE SET FOR CLOSING, EXCEPT AS ALLOWED BY OCGA. LUMPKIN COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY TECHNICALITIES.

**BID DOCUMENTS ARE AVAILABLE AT THE LUMPKIN COUNTY, GEORGIA WEBSITE, [WWW.LUMPKINCOUNTY.GOV](http://WWW.LUMPKINCOUNTY.GOV).**

## 1.0 INTRODUCTION

### 1.1 Purpose of Procurement

The Lumpkin County Board of Commissioners is requesting sealed bids for the asphalt leveling and resurfacing of various county roads.

### 1.2 Schedule of Events

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
Friday, January 30, 2015	Release of Invitation to Bid
Friday, February 20, 2015 10:00 AM	Mandatory Pre-Bid Meeting held at Lumpkin County Administration Building Conference Room, 99 Courthouse Hill, Dahlonega, GA 30533
Tuesday, February 24, 2015 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
Thursday, February 26, 2015 5:00 PM	Answers to written questions posted to website: <a href="http://www.lumpkincounty.gov">www.lumpkincounty.gov</a>
<b>Tuesday March 3, 2015 12:00 PM</b>	<b>Bids Due and Bid Opening. Bids will be accepted until time of opening. No bids will be accepted after the due date and time.</b>

### 1.3 Restrictions on Communications

From the issue date of this Invitation to Bid until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any County staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the Pre-Bid Meeting, if applicable or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

### 1.4 Pre-Bid Meeting

A **Mandatory** Pre-Bid meeting will be held Friday, February 20, 2015 at 10:00am. The location of the meeting will be the Lumpkin County Administration Building Downstairs Conference Room, 99 Courthouse Hill, Dahlonega, GA 30533.

### 1.5 Questions & Addenda

All questions concerning this **bid must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent on Tuesday, February 24, no later than 12:00 pm, EST.

The Inquiries must be directed to:

**Patti Jo Holder, Purchasing Agent**  
Lumpkin County Board of Commissioners  
99 Courthouse Hill, Suite D  
Dahlonega, GA 30533  
[pattijo.holder@lumpkincounty.gov](mailto:pattijo.holder@lumpkincounty.gov)  
**Fax (706) 482-2201**

No response to inquiries other than written will be binding upon the County. Lumpkin County reserves the right to issue written addenda to any inquiries that alter the scope of the Invitation to Bid. Addenda shall be posted to the county website, [www.lumpkincounty.gov](http://www.lumpkincounty.gov) on Thursday, February 26, 2014, no later than 5:00 PM. A signed copy of any addenda shall accompany submitted bids. Bidders are advised to check the website for addenda before submitting their bids.

## 1.6 Contract Term

The contract between the County and the Contractor shall become effective upon signing and shall be completed no later than **210** calendar days from the day the Notice to Proceed is issued. Lumpkin County reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this bid.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.

## 1.7 Bonds

Bid Bonds	5% of total bid amount
Performance and Payment Bonds	100% of total contract price (required of awarded vendor only)

Information regarding bonds to be furnished is stated in the General Terms section of this Bid document, Item 3.8 “Bid/Proposal Bonds, Payment Bonds and Performance Bonds”.

## 1.8 Submission of Bids

One (1) original and three (3) copies of the complete signed **BID DOCUMENTS PACKAGE** must be received **TUESDAY, MARCH 3, 2015 AT 12:00PM, EST**. Bids must be submitted in a sealed envelope stating on the outside, the vendor’s name, address and “**Asphalt Leveling and Resurfacing – Project# 2015-002-ITB**” to:

**Patti Jo Holder, Purchasing Agent  
Lumpkin County Board of Commissioners  
99 Courthouse Hill, Suite D  
Dahlonega GA 30533**

Bid responses submitted by fax or electronic mail (email) will **NOT** be accepted.

Bidders are advised to allow adequate time for shipping. **Many express mail and delivery services do not guarantee overnight delivery by noon to Lumpkin County.** Any bid received after 12:00 pm on March 3, 2015, will not be opened.

## 1.9 Withdrawal of Bid Due to Errors

Bidders shall have up to forty-eight (48) hours to notify the Lumpkin County Purchasing Department, in writing, of an obvious clerical error made in the calculation of bid in order to withdraw a bid after bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake. The bidder shall provide evidence that the bid was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The bidder’s original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at Lumpkin County’s discretion.

## 1.10 Award

Any purchase order / contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and specifications set forth in this Invitation to Bid. A “responsive bidder” is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A “responsible bidder” is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

## 2.0 SCOPE OF WORK & SPECIFICATIONS

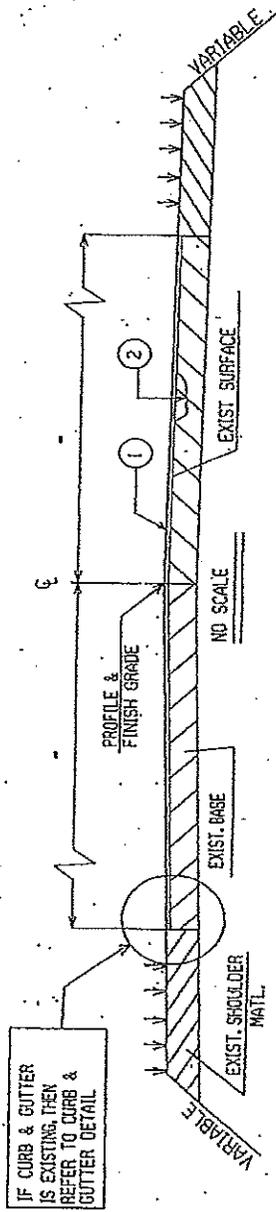
The scope and procedure for this project shall consist of the leveling and topping with asphalt concrete on various county roads listed in the LMIG Project Report contained in the Bid Documents for this project. All work shall be done in accordance with the 2009 State of Georgia Standard Specifications and by the Special Provision contained in the Bid Documents for this project.

Lumpkin County personnel will be supervising construction of this project and will also be subject to inspections and audits by the Georgia Department of Transportation.

2015 LMIG Bid Item Summary						
ROAD NAME	BEGIN	END	LENGTH (Miles)	WIDTH (FEET)	DESCRIPTION OF WORK	
					ASPHALT REQUIREMENTS	STRIPING REQUIREMENTS
Bear Slide Hollow	Ben Higgins	End	0.85	20	Spot level and Overlay with 175 #/syd of 12.5 mm	Painted Stop Bar
Miller Calhoun	SR 9	Sandy Springs	0.50	18	Spot level and Overlay with 175 #/syd of 12.5 mm	Center line and Painted Stop Bar
Frogtown	Lewis School	Damascus Church	1.85	21	Spot level and Overlay with 175 #/syd of 12.5 mm	Center line, Edge lines, Painted Stop Bars and Rumble Strips each end
Auraria	Blackburn	County Line	2.45	24	Spot level and Overlay with 175 #/syd of 12.5 mm	Center line, Edge lines
<b>Mileage</b>			<b>5.65</b>			<b>Stop Bars and Rumble Strips to be included in Striping Price</b>

# LMIG TYPICAL RESURFACING SECTION

(LET)



\* SEE PROJECT REPORT SHEET(S) FOR PAVEMENT WIDTHS

- REQ'D ① 175 LBS PER SY ASPH CONC 12.5 MM SUPERPAVE, TP 1, GP1 OR BLEND 1, INCL BITUM MATL & H. LIME  
 REQ'D ② ASPH. CONC LEVELING, INCL BITUM MATL & H. LIME, TO BE PLACED AS DIRECTED BY THE ENGINEER.

NOTE: THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W, REMOVE OR ADJUST ALL UTILITIES, AND DO THE NECESSARY PATCHING, AS DIRECTED BY THE ENGINEER, AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

NOTE: THE WIDTH OF PAVING OF TURNOUTS FOR SIDEROADS AND DRIVES SHALL BE AS REQUIRED TO PROVIDE A SMOOTH AND WELL DRAINED TRANSITION TO AND FROM PUBLIC ROADS AND DRIVEWAYS, AS APPROVED BY THE ENGINEER.

THIS TYPICAL SECTION APPLIES TO PRIORITY #'(S)

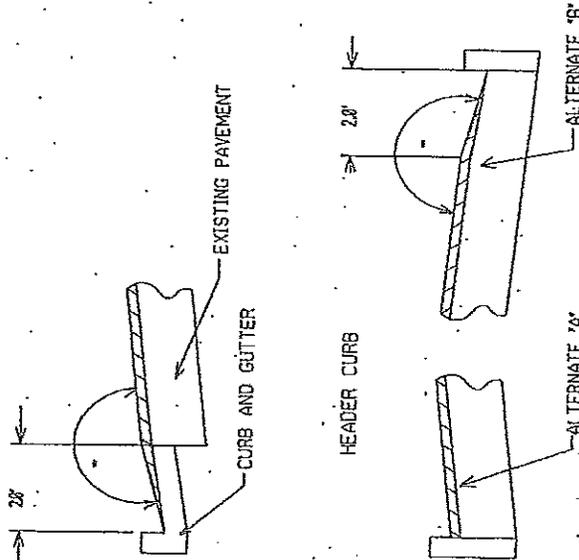
AS SHOWN ON THE LMIG PROJECT REPORT SHEET(S).

# 1, 2, 3, + 4

CURB AND GUTTER DETAIL

DETAIL FOR FEATHERING SURFACING

CURB AND GUTTER



NOTE: METHOD OF FEATHERING AT PAVEMENT EDGE ALTERNATE A OR ALTERNATE B SHALL BE DETERMINED BY THE ENGINEER, UNDER NORMAL CONDITIONS. ALTERNATE A SHALL BE USED FOR FEATHERING UNLESS RESURFACING HAS REDUCED THE EFFECTIVE HEIGHT OF THE EXISTING CURB TYPE FACILITY. IN THIS EVENT, ALTERNATE B SHALL BE USED.

NOTE: THE ALGEBRAIC DIFFERENCE BETWEEN THE NEW RIDING SURFACE AND THE FEATHERING IN THE CURB AND GUTTER SHALL NOT EXCEED 7.2%.

PROJECT NO.

COUNTY

CITY

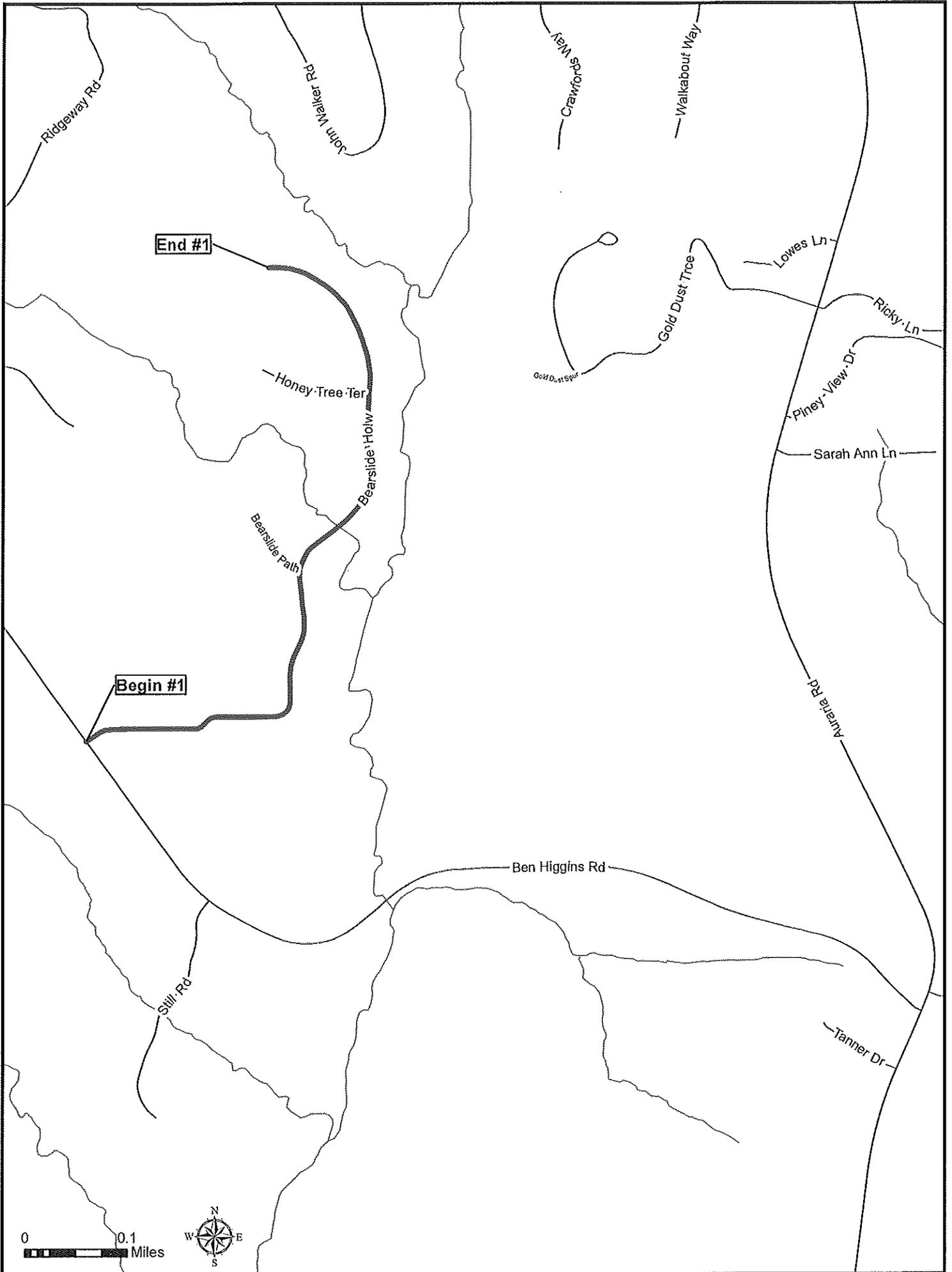
LUMPKIN

UNINCORPORATED









## Lumpkin County Pricing Sheet

<b>Date:</b> _____				
<b>Contract ID: 2015-002-ITB</b>				
<b>Project: LMIG-03-(187)-LUMP</b>				
LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE DOLLARS / CTS	DOLLARS / CTS
0005	150-3110 Traffic Control for LMIG-03	1	Lump Sum	
0010	402-1812 Recycled Asphalt Concrete Leveling including Bitum Material and H Lime	500	Ton	
0015	402-3129 Recycled Asphalt Concrete 12.5 MM Super Pave Gp2 only including Bitum Matl. and H Lime	6916	Ton	
0020	413-1000 Bitum Tack Coat	4900	Gallon	
0030	652-2501 Solid Traffic Stripe, 5" White	9.6	LM	
0035	652-2502 Solid Traffic Stripe, 5" Yellow	9.6	LM	
0040	652 Skip Traffic stripe 5" White	0.5	GLM	
0045	652 Skip Traffic stripe 5" Yellow	0.5	GLM	
	<b>Total Bid Amount:</b>			<b>\$</b>

**BIDDER'S CERTIFICATION**  
**PROJECT # 2015-002-ITB LMIG-03-(187) LUMP**

For: all necessary labor, material and equipment for the leveling and resurfacing with asphalt concrete of the county roads listed in the LMIG Project Report contained in the Bid Documents for this project. All work will be done in accordance with the 2009 State of Georgia Standard Specifications and by the Special Provisions contained in the Bid Documents for this project.

Owner Name: Lumpkin County Board of Commissioners

Gentlemen:

The undersigned, as bidder, declares that he has carefully examined the Bid Documents, including but not limited to, the Invitation to Bid, specifications and contract, and has carefully examined the location and conditions of the proposed work, and agrees to provide all necessary labor, material and equipment, and will do the work called for in the Contract in the manner prescribed therein and according to the requirements of the Owner as set forth for in the Contract Schedule attached hereto and made a parthereof.

It is understood that the Owner reserves the right to reject any or all bids, or to accept any bid considered advantageous.

The undersigned certifies that the bid amount contained herein has been carefully checked and is submitted as correct and final, and this amount will remain effective for 90 days following the date of bid opening.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness

(SEAL)

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

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

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

Telephone: \_\_\_\_\_

**CONTRACT FOR  
 ASPHALT PATCHING LEVELING AND RESURFACING OF COUNTY  
 ROADS PROJECT #2015-002-ITB LMIG-03-(187)LUMP**

This agreement is made and entered into between the governing authorities of Lumpkin County, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and, hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

**A. Summary of Work and Payment:**

1. Contractor shall perform leveling and resurfacing with asphalt concrete of the county roads listed in the LMIG Project Report contained in the Bid Documents for this project. All work shall be done in accordance with the 2009 State of Georgia Standard Specifications and by the Special Provisions contained in the Bid Documents for this project.

Lumpkin County personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work shall be completed no later than 210 calendar days from the day the Notice to Proceed is issued.
3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.
4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub- contractor or personnel is unsatisfactory.
5. Contractor shall be paid for work performed under this Contract on a unit price

0005	150-3110 Traffic Control for LMIG-03	1	Lump Sum	
0010	402-1812 Recycled Asphalt Concrete Leveling including Bitum Material and H Lime	500	Ton	
0015	402-3129 Recycled Asphalt Concrete 12.5 MM Super Pave Gp2 only including Bitum Matl. and H Lime	6916	Ton	
0020	413-1000 Bitum Tack Coat	4900	Gallon	
0030	652-2501 Solid Traffic Stripe, 5" White	9.6	LM	
0035	652-2502 Solid Traffic Stripe, 5" Yellow	9.6	LM	
0040	652 Skip Traffic stripe 5" White	0.5	GLM	
0045	652 Skip Traffic stripe 5" Yellow	0.5	GLM	

Payment shall be made according to the terms contained in the Invitation to Bid.

**B. Bonds:**

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

**C. Liability:**

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

**D. Insurance:**

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

**E. Assignment of Contractual Rights and Subcontracting:**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Contractor shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

**F. Indemnity:**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

**G. Documents Deemed Part of Contract:**

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid issued January 30, 2015, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

**H. Severability:**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

**I. Dispute Resolution:**

Lumpkin County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

**J. Cancellation:**

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the County, the Contractor will be paid by the County for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

**K. Safe Working Environment and Drug Free Workplace**

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a Subcontractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor 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 Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it 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.

**L. Amendments or Modifications:**

All contract amendments or modifications must be in writing and signed by all parties.

**M. Notices:**

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service, fax transmission, or,
2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

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

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners  
Attn: Stan Kelly, County Manager  
99 Courthouse Hill, Suite H  
Dahlonega, GA 30533

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Lumpkin County:**

**Contractor:**

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Kathleen Walker  
Lumpkin County Clerk

## **3.0 TERMS AND CONDITIONS**

### **3.1 Bid Amendments**

The County reserves the right to amend this Bid prior to the bid due date. All addenda and additional information will be posted to the County website no later than 5:00 PM on February 26, 2015. It is the Bidder's responsibility to check the website for addenda before submitting a Bid. A signed copy of all issued addenda is to be included with the Original Bid.

### **3.2 Bid Withdrawal**

A submitted bid may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

### **3.3 Cost for Preparing Bids**

The cost for developing the bid is the sole responsibility of the Bidder. The County will not provide reimbursement for such costs.

### **3.4 Conflict of Interest**

If a Bidder has any existing client relationship that involves Lumpkin County, the Bidder must disclose each relationship.

### **3.5 Contractor Selection**

Lumpkin County reserves the exclusive right to determine which Bidder should be awarded the Contract. The County also reserves the right to reject any or all bids at its discretion with or without cause.

### **3.6 Negotiations with Apparent Winner**

Prior to award, the apparent winning Bidder will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the Contractor's bid.

The County reserves the right to negotiate modifications and costs with the successful Bidder provided that no such modifications affect the evaluation criteria set forth herein.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the County.

### **3.7 Taxes**

Lumpkin County is exempt from taxes; however the Contractor shall pay all taxes required of him by law. Lumpkin County cannot exempt others from tax.

### **3.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds (if required)**

A five percent (5%) Bid Bond and a one hundred percent (100%) Performance and Payment Bond shall be furnished to Lumpkin County if stated as required in Paragraph 1.7 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

### **3.9 Compliance with Laws**

The Contractor will comply with all State and Federal laws, rules, and regulations.

### **3.10 Cancellation for Cause**

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

### **3.11 Condition of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition and must meet all Georgia Department of Transportation specifications.

### **3.12 Rejection of Submissions/Cancellation of Bids**

Lumpkin County reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of Lumpkin County. It is also within the rights of Lumpkin County to reject bids that do not contain all elements and information requested in this document. Lumpkin County reserves the right to cancel this Invitation to Bid at any time. Lumpkin County will not be liable for any cost/losses incurred by the Contractors throughout this process.

### **3.13 Non-discrimination**

Lumpkin County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

### **3.14 Payment**

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to:

**Lumpkin County Board of Commissioners  
Attn: Accounts Payable  
99 Courthouse Hill, Suite D  
Dahlonega, GA 30533**

A 10% retainage will be held on each invoice until project is 50% complete. A 5% retainage will be held on each invoice thereafter for remainder of project.

Each invoice must include the following information:

1. Date of Invoice
2. Service Performed
3. Billing Period
4. Terms
5. All billable items must be itemized
6. Appropriate Unit of Measure

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

Approved invoices (less retainage) will be paid within 30 days of approval.

**Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.**

### **3.15 Insurance**

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.
5. The Contractor shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.

6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.
8. The Contractor and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

A "Certificate of Insurance" showing Lumpkin County Board of Commissioners as the Certificate Holder must be provided prior and incorporated as part of the award contract.

### **3.16 Project Coordination**

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

### **3.17 Accuracy of Work**

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the County for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

### **3.18 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Contractor shall have the right to retain copies of the same.

### **3.19 News Releases by Contractor**

As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the County. All proposed news releases shall be routed to the Lumpkin County Purchasing Director for review and approval.

### **3.20 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The COUNTY and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

### **3.21 Drug Free Workplace**

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. Each Contractor who hires a sub Contractor to work in a drug-free work place shall secure from that sub Contractor the following written certification:
3. As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor 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 Sub-section (b) of Code Section 50-24-3".
4. The Contractor further certifies that he 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.

### **3.22 Assignment of Contractual Rights**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

### **3.23 Indemnity**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

### **3.24 Non-Collusive Bidding**

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

### **3.25 Georgia Security and Immigration Compliance**

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

### **3.26 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

### **3.27 Documents Deemed Part of Contract**

The entire Invitation to Bid, addenda (if any) and entire Bid submitted by the Bidder shall be deemed part of the contract.



## VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

---

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

Please indicate you have completed the following documentation; and submit them in the following order

- Information Form
- Execution of Proposal Form
- Price Proposal Form
- Certification and Non-Collusion Form
- Drug-Free Workplace Form
- Addenda Acknowledgement Form
- Georgia's Security and Immigration Compliance Act Affidavit
- SAVE Affidavit
- Completed W9
- Proof of Insurance
- Copy of Valid Business License (if in Lumpkin County)
- Copy of Any Certifications Requested within ITB (if applicable)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**



## INFORMATION FORM

---

1. Legal Business Name \_\_\_\_\_
2. Street Address \_\_\_\_\_
3. City, State & Zip \_\_\_\_\_
4. Type of Business: State of Registration: \_\_\_\_\_  
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: \_\_\_\_\_
6. Primary Contact \_\_\_\_\_
7. Phone Fax \_\_\_\_\_
8. E-mail \_\_\_\_\_
9. Company Website \_\_\_\_\_
10. Has your company ever been debarred from doing business with any federal, state or local agency?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please state the agency name, dates and reason for debarment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**



## EXECUTION OF PROPOSAL FORM

---

DATE: \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

\_\_\_\_\_ That this proposal was signed by an authorized representative of the firm.

\_\_\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

\_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.

\_\_\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



## PRICE PROPOSAL FORM

---

**Company Name:** \_\_\_\_\_

**Total Bid:** \_\_\_\_\_

I certify the above bid as all inclusive and final per document specifications.

\_\_\_\_\_  
**Authorized Signature** **Title**

\_\_\_\_\_  
**Print Name** **Title**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



## CERTIFICATION AND NON-COLLUSION FORM

---

I \_\_\_\_\_ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **BID #2015-002 ITB ASPHALT AND RESURFACING OF COUNTY ROADS** was issued except: 1) through the Purchasing Department 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any proposer violating this provision.**

I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal.

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

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title

\_\_\_\_\_  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



## DRUG- FREE WORKPLACE FORM

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I hereby certify that I am a principle and duly authorized representative of: \_\_\_\_\_

\_\_\_\_\_

Whose address is: \_\_\_\_\_

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

\_\_\_\_\_

certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor'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 unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

---

Signature

Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



## ADDENDA ACKNOWLEDGEMENT FORM

---

The vendor has examined and carefully studied the Invitation for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

---

Authorized Representative (Signature)

Date

---

Authorized Representative/Title  
(Print or Type)

**Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**

## **Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

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As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

**PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:**

Patti Jo Holder  
Lumpkin County Purchasing Agent  
99 Courthouse Hill, Suite D  
Dahlonega, GA 30533  
Fax: (706) 482-2201  
Email: [pattijo.holder@lumpkincounty.gov](mailto:pattijo.holder@lumpkincounty.gov)

**LUMPKIN COUNTY BOARD OF COMMISSIONERS**  
**SAVE Affidavit**

**(Systematic Alien Verification for Entitlements)**

*Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011*

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following:

\_\_\_\_\_ **I am a United States citizen; or**

\_\_\_\_\_ **I am a legal permanent resident of the United States\*; 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.\***

\*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_

**At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.**

\*\*\*\*\*

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 Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

\_\_\_\_\_  
Applying on behalf/Name of associated business

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

\_\_\_\_\_  
Date

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

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

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

[NOTARY SEAL]

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

**\*NOTE:** O.C.G.A. 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.

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**

## SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2

[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

### **INDICATE AND ATTACH A COPY OF THE DOCUMENT (front and back)**

- United States passport or passport card
- United States military identification card
- Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Passport issued by a foreign government
- Free and Secure Trade (FAST) card
- NEXUS card
- United States Permanent Resident Card or Alien Registration Receipt Card
- Employment Authorization Document that contains a photograph of the bearer.
- Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**

**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program\*, 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 subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

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

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

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

(NOTARY SEAL)

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

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

\*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-

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**

**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Subcontractor Name)

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

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent  
SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

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

My Commission Expires:

\*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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**

**Private Employer Exemption Affidavit Pursuant to O.C.G.A § 36-60-6(d)**

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent program in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-90.

\_\_\_\_\_  
Signature of Exempt Private Employer

\_\_\_\_\_  
Printed Name of Exempt Private Employer

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

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

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

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

# 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>	Name (as shown on your income tax return)			
	Business name/disregarded entity name, if different from above			
	Check appropriate box for federal tax classification:		Exemptions (see instructions):	
	Individual/sole proprietor	C Corporation	S Corporation	Exempt payee code (if any) Exemption from FATCA reporting code (if any)
	Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) *			
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)		
City, state, and ZIP code				
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 the "Name" line to avoid backup withholding. For individuals, this is 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 identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number		

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

Employer identification number									

## 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>Signature</b>	Signature of U.S. person	Date *
------------------	--------------------------	--------

## General Instructions

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

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**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 person 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.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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* on page 1.

**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

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 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 possession of the United States, 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 possession of the United States
- 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

## 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 page 2), 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 Social Security Administration 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 the "Name" line 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's 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
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)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
	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 Regulation section 1.671-4(b)(2)(iv)(B))	The 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, social security number (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 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.

<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 1.  
**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**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

