



RFP No. 22-08-002

# Request for Proposal

**COLLECTION & DISPOSAL OF RECYCLABLE MATERIALS**

Oconee County Board of Commissioners  
RFP# 22-08-002  
Collection & Disposal of Recyclable Materials

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## Oconee County Board of Commissioners

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### Request for Proposal (RFP) #22-08-002

### Collection & Disposal of Recyclable Materials

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**CLOSING DATE AND TIME:** September 7, 2021 at 10:00 AM

**LOCATION:** Commission Chambers  
Oconee County Courthouse  
23 N. Main Street, Suite 205  
Watkinsville, GA 30677

**RFP NUMBER:** 22-08-002

**ACCEPTANCE PLACE/ AGENCY:** Oconee County Board of Commissioners  
Finance Department - Procurement Officer  
23 N. Main Street, Suite 203  
Watkinsville, Georgia 30677

QUESTIONS regarding this RFP shall be received no later than **5:00 PM** on **August 25, 2021**. ANSWERS will be provided via addenda no later than **5:00 PM** on **September 1, 2021**.

BID OPENING shall be held in the Commission Chambers, Suite 205 at the address referenced above on **September 7, 2021** at **10:00 AM**.

REQUESTS FOR INFORMATION related to this RFP should be directed to:

Jessica Ellis, Procurement Officer  
Phone Number (706)769-2944  
Fax Number (706)310-3574  
E-mail [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us)

Proposal documents can be downloaded from our website:

<https://oconeecounty.com>

**Issue Date: August 18, 2021**



**Oconee County Board of Commissioners  
23 N. Main Street  
Watkinsville, GA 30677**

**Request for Proposal  
RFP #22-08-002  
Collection & Disposal of Recyclable Materials  
Issue Date: August 18, 2021**

The Oconee County Board of Commissioners is seeking to establish a contract with a company interested in providing the collection and disposal of all recyclable materials from the Macon Highway Landfill, four (4) County collection sites, and seventeen (17) County facilities. The initial term of this contract will be for one (1) year with up to four (4) one year renewals. Please see the RFP documents for full scope of work.

Sealed bids will be accepted by the Oconee County Finance Department located at the Oconee County Courthouse, 23 N. Main Street, Suite 203, Watkinsville, Georgia, 30677 until **10:00 AM, September 7, 2021**. At the time and date above, sealed bids will be publicly opened and the names read aloud in the Oconee County Board of Commissioners Commission Chambers located at 23 N. Main Street, Suite 205, Watkinsville, GA 30677. Bids received after this time will not be accepted.

Each sealed envelope must be marked on the outside as "Collection & Disposal of Recyclable Materials RFP# 22-08-002" and should include the respondent's name and address.

Questions regarding this RFP should be directed to Ms. Jessica Ellis, Procurement Officer via email at [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us) and shall be received no later than **5:00 PM, August 25, 2021**.

Bid forms and Scope of Work may be obtained from the County's website on the "Doing Business" tab under "Bid Opportunities" and are available to view at the Finance Department.

The OCBOC reserves the right to cancel this solicitation and/or reject any and all proposals in whole or in part if Oconee County determines that cancellation and/or rejections are advantageous to the County. RFPs are legal and binding upon the Respondent when submitted. It will also be the responsibility of each Respondent to obtain any addenda issued from the Purchasing Office. The written RFP documents supersede any verbal or written prior communications between the parties.

By Oconee County Board of Commissioners  
The Honorable John Daniell



**RFP No. 22-08-002**

## **Section I - General Instructions**

### **Collection & Disposal of Recyclable Materials**

**A. GENERAL INFORMATION**

B. The Oconee County Board of Commissioners is seeking to establish a contract with a company interested in providing the collection and disposal of all recyclable materials from the Macon Highway Landfill, four (4) County collection sites, and seventeen (17) County facilities. The initial term of this contract will be for one (1) year with up to four (4) one year renewals. Please see the RFP documents for full scope of work.

**C. BID REQUIREMENTS**

**1. Bidder Qualifications**

a. Oconee County may make any investigations deemed necessary to determine bidder’s ability to perform the work, and bidder shall furnish all information and data requested by the county. The county reserves the right to reject any bid from any bidder that the county considers not properly qualified to carry out agreement obligations or able to satisfactorily complete the work on schedule.

**2. Examination of Bid Documents and Site**

a. Before submitting each a bid, each bidder shall: examine the bid document package thoroughly; become familiar with local conditions affecting cost and work progress or performance; become familiar with federal, state, and local laws, ordinances, rules, regulations affecting cost and work progress or performance; study and carefully correlate bidder’s observations with the bid document package; and notify the county concerning conflicts, errors, or discrepancies in the bid document package.

b. Bid submission will constitute incontrovertible representation that bidder understands and has complied with requirements contained in this article, and that bidder has read and understood the bid document package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform work.

**3. Copies of Bid Documents**

a. The solicitation document package includes the Advertisement, Sections I-III, all attachments, exhibits, and addenda issued during the solicitation period.

b. Complete sets of the solicitation document package shall be used in preparing bids. The county assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of the bid document package.

c. The county, in making the ITB document package available on the above terms, does so only to obtain bids on work and does not confer license or grant for any other use.

d. Any part of the ITB document package may be modified by addenda.

**D. CONTACT PERSON**

1. Bidders are encouraged to contact **Jessica Ellis, Procurement Officer by email at [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us)** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the contractor's submittal.

2. Contractors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except through the purchasing officer named herein or as provided by existing work agreement(s). This policy shall be strictly enforced and the county reserves the right to reject the submittal of any vendor violating this provision.

#### **E. ADDENDA AND INTERPRETATIONS**

1. Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements, or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.
2. Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the bid submittal. Bid submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantially changes the owner's requirements.
3. Addenda may be issued to modify the bid document package as deemed necessary by Oconee County.

#### **F. BID SUBMISSIONS**

1. A total of four (4) sealed bids, one (1) unbound original and three (3) copies must be received no later than 10:00 AM on September 7, 2021. Bids must be submitted in a sealed envelope with the following clearly labeled on the outside "Collection & Disposal of Recyclable Materials RFP# 22-08-002" and should include the respondent's name and address. Each envelope should be addressed to:  
Oconee County Board of Commissioners  
Attn: Procurement Officer  
23 N. Main Street, Suite 203  
Watkinsville, GA 30677
2. Hard copies may be delivered to the above address ONLY between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. Bid must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
3. Submittals or modifications received after the due date and time will not be considered. Oconee County Government assumes no responsibility for the premature opening of submittals not properly addressed and identified and/or delivered to the proper designation. Late proposals properly addressed to the Oconee County Board of Commissioners shall be returned to the respondent unopened.
4. Each bid shall contain the following completed county forms and documents.
  - a. Bidder's Checklist
  - b. Bidder's Information
  - c. Bidder's Experience Statement
  - d. Cost Schedule
  - e. Addenda Acknowledgement Form
  - f. Subcontractor List

- g. Non-Collusion Affidavit
  - h. Georgia Security and Immigration Compliance Affidavit (E-Verify)
  - i. S.A.V.E. Affidavit & Verifiable Document
  - j. Drug Free Workplace Certificate
  - k. W-9
5. More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same of different names will not be considered. Reasonable grounds for believing any applicant is interested in more than one bid for the same work will cause the county to reject all bids from the applicant. If the county believes collusion exists among applicants, bids from participants in collusion will not be considered.
  6. Conditions, limitations, or provisions attached by the applicant to the bid forms may cause its rejection. Bids containing items not included in the form of bids will be considered irregular.

#### **G. MODIFICATION AND WITHDRAWAL OF BIDS**

1. Withdrawal prior to time for receiving bids: Bids may be modified or withdrawn by appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. Bid withdrawals will not prejudice applicant's rights to submit a new bid prior to the deadline for submitting bids.
2. Withdrawal after the time for receiving bids: After the period for receiving bids has expired, no bid may be withdrawn, modified, or explained, except as provided for in the below article.

#### **H. AWARD OF CONTRACT**

1. To extent permitted by applicable state and federal laws and regulations, the county reserves right to reject any and all bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate bids, incomplete or unbalanced unit prices, or other irregularities. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the contractor in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after verification is made by the applicant. However, under no circumstances can unit prices be changed.
2. Contract will be awarded by the county pursuant to applicable law. Nothing contained herein shall place duty upon the county to reject bids or award bids based upon anything other than the county's sole discretion as described herein.
3. The county will award the project at the county's discretion.

#### **I. SIGNATURE REQUIRED**

1. Each bidder shall furnish all information required by the bid schedule and schedule of values. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids. A VALID BID OFFER MUST BE SIGNED.



**J. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

1. Alterations of county documents are strictly prohibited and will result in automatic disqualification of the bidder’s solicitation response. If there are “exceptions” or comments to any of the solicitation requirements or other language, then the supplier may make notes to those areas, but may not materially alter any document language.

**K. OCONEE COUNTY INSURANCE REQUIREMENTS**

The following recommended minimum insurance limits apply to vendors doing business with the Oconee County Board of Commissioners. The Standard Insurance Limits are recommended for all procurements of goods and ancillary services. The specific requirements for vendors providing high risk services supersede the Standard Insurance Limits. Coverage types and limits are recommended minimums and should be increased as appropriate based on contract value and potential risks to the County.

To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable. <sup>1</sup>

Important:

All policies shall contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof.

All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

<sup>1</sup> For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.

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- Certificate Holder should read:  
Oconee County Board of Commissioners  
23 North Main Street  
Watkinsville, Georgia 30677
  - Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.
  - Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
  - No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.

- Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

**A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES**

Workers Compensation (WC):	<b>Statutory Limits – required in all contracts</b>
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000
Automobile Liability	
Combined Single Limit	\$1,000,000

**B. HIGH RISK INSURANCE LIMITS**

- 1. Refuse Transportation and Disposal:** See the **“Solid Waste Collection and Disposal Services of Oconee County, Georgia”** for insurance requirements. Document available upon request.

Additional Insured: The vendor shall add the “Oconee County Board of Commissioners, its officers, employees and agents” as an additional insured under the commercial general and contractor’s pollution liability policies.

END OF SECTION I



**RFP No. 22-08-002**

**Section II - General Terms & Conditions**  
**Collection & Disposal of Recyclable Materials**

**A. CONTRACT AND CONTRACT DOCUMENTS**

The Solicitation and Offeror's response shall form part of the Purchase Order, and the provisions thereof shall be as binding upon the parties.

**B. DEFINITIONS**

1. 'Alternate bids' means the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.
2. 'Base bid' or 'base proposal' means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.
3. 'Bid bond' means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.
4. 'Change order' means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.
5. 'Competitive sealed bidding' means a method of soliciting public works construction contracts whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of subsection (b) of Code Section 36-91-21.
6. 'Competitive sealed proposals' means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of subsection (c) of Code Section 36-91-21.
7. 'Emergency' means any situation resulting in imminent danger to the public health or safety or the loss of an essential governmental service.
8. 'Governing authority' means the official or group of officials responsible for governance of a governmental entity.
9. 'Governmental entity' means a county, municipal corporation, consolidated government, authority, board of education, or other public board, body, or commission but shall not include any authority, board, department, or commission of the state, or a public transportation agency as defined by Chapter 9 of Title 32.
10. 'Payment bond' means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
11. 'Performance bond' means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
12. 'Public works construction' means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

13. 'Responsible bidder' or 'responsible offeror' means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
14. 'Responsive bidder' or 'responsive offeror' means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
15. 'Scope of project' means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.
16. 'Scope of work' means the work that is required by the contract documents.
17. 'Sole source' means those procurements made pursuant to a written determination by a governing authority that there is only one source for the required supply, service, or construction item.

C. **AGREEMENT RENEWAL (IF APPLICABLE)**

This agreement may be renewed up to four (4) successive, one-year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such fiscal year. The execution of all documents is subject to the Owner's approval. Written notice shall be given approximately sixty (60) days prior to the expiration date of each agreement period

D. **NONAPPROPRIATION OF FUNDS**

The Contractor acknowledges that the Finance Department cannot contract for the payment of funds not yet appropriated by the Oconee County Board of Commissioners (OCBOC). If funding to a Department is reduced due to an order by the OCBOC or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the OCBOC may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the OCBOC upon 30 days written notice. In the case that funds are not appropriated or are reduced, the OCBOC will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the OCBOC will not be liable for any future commitments, penalties, or liquidated damages.

E. **DISCREPANCIES**

Should a Bidder find discrepancies in the bid documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing, not later than five (5) working days prior to the date for Bid to close. Any changes to the ITB that result from such a clarification will be communicated through a written addendum and posted on the Finance Department "Bid Opportunities" page at [www.oconeecounty.com](http://www.oconeecounty.com). Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's.

F. **MATERIALS, SERVICES AND FACILITIES**

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
2. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

**G. CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work, free from liens, claims, or encumbrances.

**H. BRAND OR MANUFACTURER'S REFERENCE**

The County has determined that any manufacturer's brand defined in the ITB Specifications meets the County's product and support need. The manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the County desires to purchase. Bids for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model unless "No Substitutions" has been noted in the bid documents. The County reserves the right to determine products and support of equal value.

**I. INSPECTION AND SUPERVISION**

The work under this contract shall be done in accordance with the laws of the State of Georgia and under the direct supervision and to the entire satisfaction of Oconee County, Ga. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements. The decision of the Project Manager, upon any question connected with the execution of the work under this contract, and interpretation of the specifications or upon failure or delay of the work by the contractor, shall be final and conclusive.

**J. WARRANTY**

The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the Oconee County Board of Commissioners (OCBOC) under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Georgia apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied on the Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the County has not been warned. Remedies available to the County include the following: The Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the OCBOC may otherwise have under this contract.

**K. SEVERABILITY**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**L. APPLICABLE LAWS/FORUM**

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any judicial action shall be filed in the State of Georgia, County of Oconee.

**M. OPEN RECORDS**

Offeror acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide the county with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror *must* follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a) (34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

**N. NOTICES**

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR**

TBD

**TO COUNTY:**

Oconee County Finance Department  
Attn: Procurement Officer  
23 N. Main Street, Suite 203  
Watkinsville, Georgia 30677

**O. PROCEDURES**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/her authorized representative(s) acting within their authority for the County. Any change to the Agreement must be approved in writing by the Finance Director and the Contractor.

**P. DELAYS**

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery

(without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

Q. **WORKMANSHIP**

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County.

R. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials, vehicles, or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest-grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. In addition, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.

S. **DELIVERY**

Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. In addition, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.

Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

T. **CLEANING UP**

The Contractor shall at all times keep the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all litter and debris at the end of each day, or more frequently as may be required by the Department Director

U. **SUBCONTRACTORS**

All applicants shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful Bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the contractor may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

V. **EXEMPTION FROM TAXES**

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.



**W. INVOICING AND PAYMENT**

Upon completion of work, the Contractor shall submit a proper invoice, in duplicate, detailing a breakdown of all charges that shall be based on completion of tasks or deliverables.

Invoices shall be submitted to:  
Oconee County Board of Commissioners  
P.O. Box 1527  
Attn: Finance Department  
Watkinsville, GA 30677

All such invoices will be paid in accordance with Oconee County’s Fiscal Policy. The preferred method of payment is electronic. Refer to table below for payment method options.

<b>Payment Method:</b>	<b>Terms:</b>
Electronic Payment Method	10 Days
Automatic Clearing House (ACH)	20 Days
Check	30 Days

Should any items be questioned, payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Contractor shall provide the purchase order number on the pricing form.

**X. AGREEMENT DISPUTES**

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence-giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County’s receipt of the claim.

The Finance Director’s decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

**Y. ASSIGNMENT OF CONTRACT**

The Agreement may not be assigned in whole or in part without the written consent of the Finance Department

**Z. CHANGE ORDERS OR AGREEMENT MODIFICATIONS**

Oconee County may order changes within the general scope of the contract at any time by change order or modification to the purchase order. Changes within the scope of the agreement are generally initiated between contractor and project manager. The project manager will submit a change order request to the Finance Department for administrative approval. Once a signed change order has been submitted to Purchasing, a revised purchase order is issued and distributed. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such

order and shall give Oconee County a credit for any savings. Said compensation shall be determined by mutual agreement between Oconee County entity and the contractor in writing.

AA. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES (IF APPLICABLE)**

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the established contract time for the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, (insert amount) for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

BB. **CORRECTION OF WORK**

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of Oconee County, Ga. Oconee County, GA. shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction fail to meet their approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.

CC. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations under this contract.

DD. **TERMINATION**

Subject to the provisions below, this Agreement may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted:

a) Termination for Convenience-

The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

b) Termination for Cause-

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years-

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

EE. **BID BONDS, PERFORMANCE AND PAYMENT BONDS**

**If required**, each bidder must deposit with his bid a Bid Bond or Certified Check for five percent (5%) of the total bid amount, and a Consent of Surety form from a surety company licensed to do business in the State of Georgia. The Consent of Surety shall state that upon award of the Agreement, a Performance and Payment Bond each for one hundred percent (100%) of the Total Agreement Amount can be furnished. The payment and performance bonds are required before the Notice to Proceed can be issued. NOT ALL BID SOLICITATIONS REQUIRE A BID BOND. IF THERE ARE ANY QUESTIONS REGARDING BID BONDS, PLEASE CONTACT THE PROCUREMENT OFFICER.

FF. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

- Contractors and Subcontractors Insurance: The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

- Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Compensation Insurance. In case any class employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

- Contractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance:  
The Contractor shall procure and shall maintain during the life of this contract Contractor’s Public Liability Insurance, Contractor’s Property Damage Insurance and Vehicle Liability.
- Subcontractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type.

GG. **PATENT INDEMNITY:**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

HH. **GENERAL INDEMNIFICATION**

It is understood that in the event of contractor negligence, Oconee County is protected against third-party claims. The Contractor is required to provide legal counsel to protect the owner and pay all damages arising from its negligent act.

II. **AGREEMENT**

Each Bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute an agreement between the Bidder and the County which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

- a) The Board of Commissioners may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the Board, and may be amended with the issuance of a change order under the signature of the Chair.
- b) “no parole evidence”- prohibits oral modifications to the contract or allowance for past practices by the County.
- c) Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

JJ. **COMPLIANCE WITH LAWS AND ELIGIBILITY**

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman’s compensation insurance and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof. The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**KK. GENERAL CONTRACTOR LICENSE (IF APPLICABLE)**

Licensed General Contractors shall furnish to the County, personally or through his or her authorized agent specifically designated to act on his or her behalf in a sworn written document, his or her general contractor license number and the identity of any business organization for which such Applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

Respondents and any subcontractors chosen by the Respondent shall be qualified and licensed Contractors, with the exception of "specialty contractors" under Chapter 14 of Title 43 (<http://sos.ga.gov/admin/files/SpecialtyLTD.pdf> )

**LL. AUTHORITY TO BIND FIRM IN AGREEMENT (Bidder's Affidavit)**

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN AGREEMENT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. *See Mandatory Forms section*

Those authorized to sign are as follows:

- a) If a sole proprietorship, the owner may sign.
- b) If a general partnership, any general partner may sign.
- c) If a limited partnership, a general partner must sign.
- d) If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.
- e) If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid. This document is included in the bid package for your convenience.

**MM. ANTI-DISCRIMINATION**

Oconee County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

**NN. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Vendors submitting a Bid package in response to this solicitation must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- a) A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.

- b)** By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
- (1)** The affiant has registered with and is authorized to use the federal work authorization program;
  - (2)** The user identification number and date of authorization for the affiant;
  - (3)** The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  - (4)** Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - (5)** Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- c)** Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

END OF SECTION II



**RFP No. 22-08-002**

## **Section III – Scope of Services**

### **Collection & Disposal of Recyclable Materials**

**Collection & Disposal of Recyclable Materials**  
**RFP# 21-08-002**  
**Scope of Services**

**1. INTRODUCTION**

The Oconee County Board of Commissioners is seeking to establish a contract with a company interested in providing the collection and disposal of all recyclable materials from the Macon Highway Landfill, four (4) County collection sites, and seventeen (17) County facilities. The initial term of this contract will be for one (1) year with up to four (4) one year renewals.

**GENERAL INFORMATION**

- The term of the initial contract(s) shall be for one (1) year with up to four (4) one year renewals. Renewals are at the sole option of the County and shall not exceed a five (5) year period including the original contract period.
- Either party shall offer a minimum of 180 days notice, in writing, of the contract is to be terminated and a satisfactory negotiation cannot be concluded.
- The Contractor shall be responsible for preparing a monthly invoice indicating the amount due.
- Reporting Requirements – Contractor will be responsible for submitting reports of operation to Oconee County every quarter. This information will be used for state reporting purposes.
- Fidelity & Performance Bonds will be required of the awarded bidder.

**2. SOLID WASTE MANAGEMENT ORDINANCE OF OCONEE COUNTY**

- A. Respondent is encouraged to read the entire solid waste management ordinance of Oconee County (Exhibit A) in preparation of submitting a proposal for this contract. In Article 3, Section 5 ‘Requirements for Licenses’ and Section 6 ‘Licensing Fees’ , the following are required upon contract award:
- Solid Waste Handling Permit issued by the EPA.
  - The Contractor is an independent contractor that will be responsible for all personal/liability insurance and worker’s compensation coverage for their self and all employees.
  - Indemnification
  - Financial Stability – provide a fidelity bond and performance bond.
  - All vehicles and containers must be compliant.
  - An annual solid waste management ordinance of Oconee County, Georgia license fee shall be paid by the Contractor.

**3. RECYCLABLE MATERIAL COLLECTION & DISPOSAL**

A. Scope of Services

1. The Contractor shall provide all direct and incidental services, labor, materials, and equipment to accomplish the collection, transportation, and disposal of all recyclable materials to an authorized recycling center. Services include but aren’t limited to the following:



- Contractor shall provide sufficient dumpsters, emptying of the dumpsters and the transporting of collected recyclable materials.
- The recyclable materials are to be collected from the County collection sites and County facilities as shown on the attached location map.
- The recyclables can be collected by the County in dumpsters for commingled fibers and for commingled containers.
- The following table shows the number of dumpsters, number of tips, tonnage and composition of the recyclables for the last year.

<b>Oconee County Recycle Data – FY20</b>		
<i>Commodity</i>	<i>Tips</i>	<i>Tons</i>
Commingled Materials	2,499	518.11

- Contractor shall maintain all dumpsters at the County collection sites and County facilities in a clean, functional and safe condition to the satisfaction of the Oconee County Public Works Department.
- The material to be collected shall be identified with signs that will be provided by the Contractor.
- The Contractor may negotiate to increase or decrease the number of dumpsters as well as the type of dumpsters at a future date without additional charge.
- Lockable dumpsters shall be provided at the request of the County without additional charge.
- The Contractor shall provide the County with all information as required by and for use in reporting to the Federal and State authorities, including but not limited to monthly summaries of the quantity (weigh tickets with tonnage) and type of recyclable materials collected at each site and facility.
- Recyclable collection at all collection sites and facilities shall be performed during the normal, scheduled operation hours. Only full dumpsters, as identified by the County (using magnetic signs provided by the Contractor) shall be tipped.
- Collection/tipping may be scheduled on a weekly basis with ‘on call’ pickup service for full dumpsters or seasonal peak usage such as, but not limited to the beginning of the school year, Christmas holiday, etc.

**B. Proposal Requirements**

1. In addition to the required County forms, the proposal must include the following items:
  - A general description of your firm as well as any firms to be used as sub-contractors.
  - Verification of the financial stability of your firm.
  - General capabilities of your firm to perform the proposed recyclable collection and disposal services. Equipment and back-up equipment is of particular interest as well as demonstrating your firm’s ability to provide information as required by and for use in reporting to the Federal, State, and County authorities.
  - Recent experience similar to the proposed collection and disposal services for governmental agencies. A minimum of three (3) references are required. Each reference shall list a point of

- contact that may be contacted by the County. (Respondent may use their own form for listing references.)
- Contractor must state on the cost proposal the maximum response time for 'on call' pick up of recyclable materials. 'On Call' pickups will be required when dumpsters are full and the normal pick up schedule will result in recyclable material falling out of the dumpsters or collecting on the ground.
  - Verification of your firm's license and bond outlined in the Oconee County Solid Waste Collection and Disposal Service Ordinance are current or can be obtained upon Notice of Award.
  - Verification that your firm's receiving/processing facility is permitted by the EPD.

Exhibit A

**SOLID WASTE MANAGEMENT ORDINANCE OF OCONEE COUNTY,  
GEORGIA**

AN ORDINANCE DEFINING LITTER IN PUBLIC OR PRIVATE PROPERTY; REGULATING THE DISPOSAL OF LITTER, THE TRANSPORTATION OF LITTER OR THE USE OF GARBAGE OR LITTER CONTAINERS OR RECEPTACLES AND THE USE OF SANITARY LANDFILLS; LICENSING OF RESIDENTIAL AND COMMERCIAL COLLECTION AND DISPOSAL OF WASTE; TO PRESCRIBE FOR THE PENALTIES FOR THE VIOLATION OF SAID ORDINANCE; AND FOR OTHER PURPOSES THERETO.

**ENACTMENT CLAUSE**

For the purpose of promoting the health, safety and general welfare of the present and future inhabitants of the unincorporated areas of Oconee County and to provide an orderly and safe disposal of waste, the Board of Commissioners does hereby ordain and enact into law the following:

**ARTICLE ONE: GENERAL PROVISIONS**

**Section 1. Title.** This Ordinance shall be known and may be cited as the Solid Waste Management Ordinance.

**Section 2. Definitions.** All terms used herein shall have the definitions ascribed to them in O.C.G.A. Chapter 8, Article 12, O.C.G.A. Chapter 7, Article 16, and in Ga. Comp. R. & Regs 391-3-4-.01, all as are in effect on January 5, 2015. "County" shall mean either Oconee County or the Oconee County Board of Commissioners and its designees as the case may require.

**ARTICLE TWO: SOLID WASTE MANAGEMENT**

**Section 1. Solid Waste Disposal Generally.**

- A. The owner or occupant of any premises shall be responsible for the sanitary handling and disposition of solid waste, including, without limitation, litter, scrap tires and refuse on the premises used or occupied by such person.
- B. No solid waste may be brought into the County and left in the County.

C. No solid waste may be disposed of in the County except at a facility permitted by the Georgia Environmental Protection Department of the Georgia Department of Natural Resources, herein "Permitted Facility". Such permitted disposal shall include disposing of same by contracting with a Solid Waste Hauler licensed by the County under the provisions of this Ordinance.

**Section 2. Transporting Solid Waste.**

A. It shall be unlawful to drive or operate a vehicle in the county hauling wet or moist solid waste which leaks, flows freely or spills from such vehicle.

B. It shall be unlawful for any vehicle to transport solid waste on any public streets, or roadways, in the county without suitable coverings or other restraint devices securely fastening such litter or waste to the vehicle so as to prevent any materials from being deposited on the roads or adjoining areas of the county. This section shall not prohibit the necessary spreading of any substance in public road maintenance or public road construction operations.

**Section 3. Regulation of Garbage or Litter Containers or Receptacles Maintained on Public Property.**

A. Persons utilizing garbage or litter containers or receptacles provided on public property, including, without limitation, any County Collection Centers, shall abide by all rules and regulations posted by the County, which shall include, without limitation, the following provisions.

B. All garbage or litter containers or receptacles shall be used in a sanitary manner by persons depositing garbage or litter therein and shall deposit only authorized garbage and refuse therein.

C. No person shall deposit any burning or smoldering material in any such therein.

D. No person shall set fire to the contents of any such container or receptacle.

E. No dead animals shall be deposited in any such container or receptacle

F. No person shall deposit large non-compactible articles in such containers or receptacles such as stoves, refrigerators, bed springs, mattresses, tires, large tree limbs, air conditioning units or similar items, without permission from the County through its attendants at any Collection Center.

G. No person shall deposit any flammable or explosive materials in any such containers or receptacles.

H. No person shall place or scatter litter or waste around such containers or receptacles.

I. No person shall willfully damage or alter the location of any such container or receptacle without the express consent of the Board of Commissioners.

J. No salvage or scavenging operations shall be conducted in or around such containers or receptacles except by expressly authorized county personnel.

K. The provisions listed in subsections B through H herein shall also be applicable to any containers or receptacles which are to be collected by any person and deposited into a Permitted Facility.

#### **Section 4. Accumulation.**

A. No owner or occupant of any premises shall allow litter or waste to accumulate thereon. No owner or occupant of any such property shall bury or burn litter or waste without prior authorization and permission from the applicable regulatory agency. Nothing in this provision shall authorize or be construed to permit the burial or burning of any material which is otherwise prohibited by state or federal law.

B. No owner or occupant of any property shall allow the accumulation on his premises of garbage or waste where such material creates or causes a health hazard to neighbors or other citizens, or which is unsightly or emits foul or obnoxious odors.

C. It shall be unlawful for any person to set fire to the contents of, indiscriminately scatter or disperse the contents of, or otherwise vandalize any containers used for the storage or dumping of litter or waste.

D. No solid waste may be disposed of by any person in an open dump, nor may any person cause, suffer, allow or permit open dumping on his property as defined by Ga. Comp. R. & Regs 391-3-4-.04, of the Georgia Department of Natural Resources.

1. A person shall be presumed to have violated this provision if, upon written notification that litter or solid waste has been dumped on that person's property, not otherwise subject to the provisions of O.C.G.A. Section 16-7-51, through 16-7-54, that person fails to provide the County, within fifteen days of notification, with written assurance that the accumulation of litter or solid waste will be properly disposed of within thirty days from the original date of notification.

2. No person who first informs the County in writing that illegal dumping has occurred on a particular parcel of that person's property shall be deemed to have violated this provision, if such person provides written assurance all accumulated litter or solid waste will be properly disposed of within forty-five days of the date of such written notification and subsequently provides proof of such disposal.

#### **Section 5. Injurious Substances on Rights of Way.**

A. No person shall throw or deposit upon any right of way any solid waste, including, without limitation, glass bottles, glass, nails, tacks, wire, caps, rubbish, litter, garbage, trash or other material.

B. Any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon the highway from such vehicle if practicable, and if not, shall reimburse the County for its costs in doing so.

**Section 6. Landfill regulations.**

- A. Persons utilizing the landfill operated by the County shall abide by all rules and regulations posted by the County, which shall include, without limitation, the following provisions.
- B. Solid waste shall be only deposited into designated areas.
- C. No person shall set fire to any materials at the landfill.
- D. No smoldering or burning material shall be delivered or deposited at the landfill.
- E. No person shall move, remove, or cross any fence, gate, barrier, or signs at the landfill, without permission from the County.
- F. Municipal solid waste and inert waste shall be separated. Inert waste is limited to earth and earth-like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs and leaves.
- G. No salvage or scavenging operation shall be allowed at the landfill except when expressly authorized by the County.
- H. No one shall deposit any litter outside of the gate of the landfill.
- I. No landfill shall be operated in the County other than a landfill designated by the County as the county landfill and which is a Permitted Facility.

**Section 7. Yard trimmings.** Yard trimmings should be sorted and stockpiled or chipped, composted, used as mulch, or otherwise beneficially reused or recycled to the extent feasible. Any yard trimmings to be collected by any entity other than the property owner should be sorted and stored in such a manner as to facilitate collection, composting or other handling.

**Section 8. Recycling.** The County hereby finds that it is in the best interest of the citizens of the county, in order to promote the health, safety, welfare and morals of the citizens of the county, to recycle as many waste materials as possible in order to reduce the accumulation of litter and garbage and solid waste material within the county and to reduce the overall solid waste materials which must be properly disposed of. Therefore, it is the policy of the County to encourage recycling whenever practicable.

**ARTICLE THREE: LICENSING OF COLLECTION AND DISPOSAL**

**Section 1. General.**

- A. No person shall engage in solid waste handling in a manner which will be conducive to insect and rodent infestation or the harboring and feeding of wild dogs or other animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; create other hazards to the public health, safety or well-being; or violate any state or federal laws related to same.
- B. The provisions of this Ordinance apply to all persons presently engaged in solid waste handling as well as all persons proposing to engage in solid waste handling.

**Section 2. Exemptions.**

A. The provisions of this Ordinance shall not prevent and it shall not be a violation of this Ordinance for any individual to dispose of solid wastes originating from his own residence onto land or facilities owned by him when disposal of such wastes does not adversely affect the public health or violate state or federal law. Nothing in this Ordinance shall limit the right of any person to use poultry or other animal manure for fertilizer.

B. The provisions of this Article shall not apply to owners of record of all one and two family dwellings, condominiums or multifamily dwelling units who dispose of solid waste by self-hauling such waste to a Permitted Facility or to a Collection Center operated by the County. Failure to provide evidence of proper disposal upon request by the County (receipts, cancelled checks or other proof of payment) shall be a violation.

C. The Provisions of this Article shall not apply to any person collecting and disposing of municipal solid waste, commercial solid waste, construction/demolition waste or industrial waste, but not charging a fee, and who is a holder of a valid solid waste handling permits from the Environmental Protection Division of the Georgia Department of Natural Resources pursuant to Ga. Comp. R. & Regs 391-3-4-.02 and -.06 for disposal or on-site burial and who disposes of same pursuant to state law.

D. No provision of this Ordinance shall be deemed to require the County to secure a license or to otherwise engage in any acts not required by provisions of either state or federal law.

**Section 3. Prohibited Acts.**

A. No person shall engage in solid waste handling except in such a manner as to conform to and comply with this Ordinance and all applicable state and federal legislation, rules, regulation and orders.

B. No person shall collect and dispose of municipal solid waste for a fee without obtaining a license from Oconee County.

C. The owner or occupant of any premises, office, business establishment, institution, industry or similar facility shall be responsible for the collection and transportation of all solid waste accumulated at the premises, office, business establishment, institution or similar facility to a solid waste handling facility operating in compliance with the Georgia Environmental Protection Division Rules and Regulations unless arrangements have been made for such services with a collector operating in compliance with this Ordinance.

**Section 4. Licenses.**

A. Non-exclusive licenses for residential or commercial collection and disposal shall be granted upon application to Oconee County provided licenses meet at least the minimum requirements set out in Section Six. Licenses for the collection and disposal of solid waste shall be granted for a period of one calendar year from January 1 to December 31.

B. Licensees must agree to provide collection services in residential areas only between the hours of 7:00 a.m. and 7:00 p.m. Oconee County reserves the discretionary authority to revoke or rescind any such license in the interest of the health, safety, and welfare of the citizens of Oconee County.

#### Section 5. Requirements for Licensees.

A. Permit. Prior to engaging in solid waste handling in Oconee County, a licensee must have obtained a solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency authorized to issue permits pursuant to O.C.G.A. §12-8-24.

B. Insurance. At the time of submission of a license application and prior to engaging in solid waste handling in Oconee County, and, annually thereafter, each licensee shall provide to Oconee County, proof of insurance as follows:

1. Statutory workers' compensation insurance.
  - a) Employer's liability for bodily injury by accident - \$100,000.00 each accident.
  - b) Employer's liability for bodily injury by disease - \$500,000.00 policy limit, \$100,000.00 each employee.
2. Comprehensive general liability insurance - \$1,000,000.00.
3. Vehicle liability.
  - a) \$500,000.00 limit per occurrence for bodily injury and property damage.
  - b) Comprehensive coverage on all owned, non-owned and hired vehicles.
  - c) All insurance contracts must specify vehicles for "solid waste collection."
4. Umbrella liability insurance coverage at least as broad as primary coverage in an amount of \$100,000.00.
5. All comprehensive general liability, vehicle liability, and umbrella liability policies shall show the County as an additional insured and shall provide for thirty (30) days' notice of cancellation to the County.

C. Indemnification. Each Licensee shall, at its sole cost and expense, fully indemnify, defend and hold harmless the County, its officers, boards, commissions, employees and agents against any and all claims, suits, actions, liability and judgments from third parties for damages which may be the result of willful, negligent or tortious conduct or operations arising out of the business of collection, transportation and disposal of solid waste, whether or not the action or omission complained of is authorized, allowed or prohibited by this Ordinance.

D. Financial Stability.

1. All licensees shall, prior to engaging in solid waste handling in the County, give fidelity bond, payable to the County in an amount equal to the average revenue anticipated from three (3) months collections not to exceed \$500,000.00, but in no event less than \$10,000.00. Such bonds shall be adjusted yearly based on the quarterly average of the previous year's actual



revenue. Alternately, licensees may provide an irrevocable letter of credit in lieu of bond.

2. All licensees shall, prior to engaging in solid waste handling in Oconee County, post a performance bond in an amount of \$15,000.00. Alternately, licensees may provide an irrevocable letter of credit in lieu of bond.

3. In lieu of separate bonds or letters of credit described in (1) and (2) above, licensees may provide an equivalent license bond at the time of application which encompasses both fidelity and performance. The amount of such bond must be acceptable to Oconee County, but in no event may be less than \$25,000.00.

E. Vehicles.

1. All vehicles and containers used for collection operations shall comply with the requirements of Ga. Comp. R. & Regs Rule 391-3-4-.06 the Georgia Department of Natural Resources, Environmental Protection Division, and must be compactor-type trucks, covered or enclosed vehicles. All vehicles must be constructed to be substantially leak-proof, constructed of durable metal, easily cleanable and able to prevent litter from escaping during movement of the vehicle.

2. Vehicles and containers shall meet all requirements of the Georgia Department of Transportation for highway safety and local ordinances governing weight and size for the streets which must be traveled for pick-up. All vehicles shall be subject to unannounced inspection by County officials for compliance with environmental and highway safety standards and shall have in at least six inch letters, conspicuously placed on the vehicle, the name and telephone number of the licensee.

3. Licensees shall provide an adequate number of vehicles for regular collection services. Nothing in this article shall prohibit licensees from sharing back-up vehicles with other licensees provided that such sharing is adequately covered by insurance.

4. Vehicles used exclusively for collecting and transporting recovered materials shall be exempt from this entire article except that an adequate cover shall be used to prevent litter from escaping during movement.

F. Reporting Requirements. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation, licensee shall submit to Oconee County reports of operation showing the following, which shall be compiled for state reporting purposes:

1. Gross collection revenues and average number of customers during quarter by service type;

2. Tonnage figures showing total waste tonnage collected by service type;

3. Tonnage figures showing total recovered materials collected by type and proof of recycling in the form of manifests, bills of sale or other records showing adequate proof of movement of the material to a recognized recycling facility;

4. Proof of disposal of non-recovered materials at state approved disposal facilities and name of each such facility; and

5. Licensee shall maintain at its place of business books and records showing the names and addresses of all owners and tenants with whom licensee contracted for solid waste handling services, including the street address for the property served. Licensee shall submit upon reasonable request of Oconee County to a financial audit by a certified public accountant or auditor employed by Oconee County. Except for the operating reports described in subparagraphs 1-4 above, the information provided in accordance with this section shall be confidential, to the extent permissible by the Georgia Open Records Act.

#### Section 6. License Fees.

A. An annual license fee of \$500.00 shall be paid by each licensee to the County. This license fee may be changed by the Board of Commissioners by adoption of a new fee in its annual adopted budget.

B. A surcharge fee equivalent to the true cost of providing solid waste management services on a per ton or volume equivalent determined as provided in O.C.G.A. § 12-8-39, on solid waste received, collected, handled or disposed of at any private landfill or other private disposal facility, except inert landfills, presently located within the County is hereby imposed upon the operator(s) of said facilities in accordance with Section 12-8-39 (d), Official Code of Georgia.

#### Section 7. Residential Services.

All licensees granted a license for solid waste collection and removal shall provide a minimum of the following services:

A. Licensee shall provide weekly curb service collection of residential waste packaged as approved pursuant to this Ordinance, except as otherwise set out herein. Each licensee shall set uniform fees for collection, and charges for residential collection and removal services shall be charged to the owners of the real property served, except that by requesting services, any tenant may become jointly bound to pay same. Rates for a licensee's services shall be uniform within the County.

B. Licensees shall bill customers for service based on the volume of residential waste generated. Oconee County assumes no responsibility to licensee for the failure of any customer to make payments. Licensees shall cooperate fully in any legal action taken by Oconee County for failure of any owner or resident to comply with the provisions of this Ordinance.

C. For all residential customers desiring to voluntarily participate in recycling, licensee shall collect such materials at least once per week, pursuant to a county-provided list of guidelines.

1. Licensees shall provide recycling containers to customers.
2. Licensees shall not dispose of recovered materials in landfills.

3. No additional fee, over the amount charged for curbside collection of residential waste, shall be charged by the licensee for regular collections of recovered materials every week.
4. All licensees must agree to participate fully in recycling.

#### **Section 8. Elderly and disabled.**

- A. Nothing in this Ordinance is intended to prohibit the licensee from offering discounts to senior citizens or the disabled.
- B. Any person who is a full-time resident of a residential dwelling unit as described above and who is disabled to the extent that he is incapable of moving his refuse shall not be required to place the refuse at the curbside. Licensees may make reasonable rules for non-curbside collection for elderly and disabled persons.
- C. Licensees shall provide recycling services to disabled persons to the same extent such services may be provided under Section Seven.

#### **Section 9. General Conditions of Residential Collection.**

- A. Occupants of one and two family dwelling units, condominiums or multi-family dwelling units not served by commercial container shall place refuse receptacles, rubbish and bundles on assigned collection days, at roadside locations in such a manner as not to obstruct passage. Occupants shall place such refuse at appropriate locations prior to the arrival of the collection vehicles. This placement shall not be made before noon on the day prior to collection day.
- B. Occupants shall remove containers from such locations to storage locations, which shall be nearer to the residential unit located on the premises than to any street abutting the premises; removal should be accomplished within a reasonable time following collection on the day the contents are emptied and collected.
- C. Solid waste generated from the conduct of customary home occupations carried on from residential dwelling units will be collected on a residential fee basis.
- D. All trash and refuse will be collected by the licensee if placed in receptacles. No open containers or untied plastic bags shall be permitted.
- E. Recovered materials will be collected by the licensee at least weekly if placed in designated containers properly placed for collection at the curbside.
- F. During any week in which there is a legal holiday or extremely harsh weather conditions, such as snow or ice, licensees shall be required to collect residential solid waste once during such week.
- G. Nothing in this Ordinance shall prevent customers from contracting with licensees for additional services at additional costs.
- H. A list of all current licensees will be available for public inspection in the Office of the Clerk of the Board of Commissioners.
- I. Oconee County reserves the right at all times to direct and control the time, place and manner of residential solid waste handling and disposal

**Section 10. Commercial Services.** Applicants for commercial licenses are subject to the same requirements for a solid waste handling permit as are residential licensees under this Ordinance.

**Section 11. General Conditions of Commercial Collection.**

- A. The owner or occupant of any premises, office, business establishment, institution or industry or similar commercial establishment shall be responsible for the collection and transportation of all solid waste accumulated at such premises, establishment or facility to either a solid waste handling facility operating in compliance with state regulation with service by an approved licensee or to a collection center operated by Oconee County; however, Oconee County may direct such owner or occupant to not use the collection center based on the volume generated. Holders of a valid Solid Waste Handling Permit from the Georgia Department of Natural Resources shall be exempt from such contracting but shall comply with the requirements of Subsection 5D, 5E, and 5F 2, 3 and 4.
- B. Oconee County reserves the right at all times to direct and control the time, place and manner of commercial solid waste handling and disposal.

**Section 12. Termination of Licenses.**

- A. Licenses may be terminated by mutual agreement of Oconee County and licensee at any time. Licensees may terminate licenses by giving sixty (60) days' notice to Oconee County that all advance payments have been used by providing a service or have been refunded.
- B. Oconee County shall notify any licensee of violations by the licensee of this Ordinance. Upon notification of the alleged violation, a licensee shall have seven (7) calendar days to comply with any directive to correct any such violation. If licensee shall fail to comply within seven (7) days of notification, or shall have received five (5) notices of alleged violations in a license area during any quarter, or at the discretion of the County, a hearing shall be held before the Board of Commissioners, or its administrative hearing officer, with the licensee being notified in writing of the time and place of the hearing and the violation of this Ordinance which has not been corrected. Licensee will be given the opportunity to appear by representative or counsel to answer any such charge by the County. Should the Board of Commissioners determine any of the provisions of this Ordinance have been violated by licensee; the governing authority shall have in its discretion, the absolute right to suspend or revoke the license or provide for probation for the licensee. Any licensee who is found to have violated any of the provisions of this Ordinance by a court of law following the appeal procedures outlined in Section Thirteen (b) shall be subject to the same penalty and may also be restrained from operating as a licensee and a civil action may be filed by Oconee County.
- C. Licenses are non-transferable.

### **Section 13. Exceptions.**

Oconee County may grant exceptions to these rules provided licensees make written application showing the following: (1) the method proposed utilizes a new, experimental, cost effective or innovative technology, concept or theory of solid waste storage, collection, transportation or disposal; (2) the method proposed does not create a health hazard to the public; and (3) any exception granted does not violate other requirements of this Ordinance or other State or Federal law. Any exception granted shall be for a one (1) year term and shall be non-renewable. At the end of six (6) months of operation of the excepted method, the licensee shall submit data sufficient to enable a determination of success of the method. If found to be acceptable to Oconee County, this Ordinance may be amended to allow such method without exception.

## **ARTICLE FOUR: ENFORCEMENT**

### **Section 1. Violations and penalties.**

A. Any person violating any portion of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$100.00 or more than \$1,000.00 or up to 60 days imprisonment, or both. Each day the violation continues shall be a separate offense. This section shall not preclude the county from choosing to seek civil redress in a court of competent jurisdiction in addition to the criminal prosecution, it being the intent of the county to have both the civil and criminal rights of prosecution in this area.

B. In the sound discretion of a court in which conviction is obtained, the violator may be directed to pick up and remove from any public street or highway or public right-of-way for a distance not to exceed one mile any litter the person has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence.

C. In the sound discretion of the court in which conviction is obtained, the person may be directed to pick up and remove from any public park, private right-of-way, or with the prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that the person has deposited litter thereon, and all litter deposited thereon by anyone prior to the date of execution of sentence.

D. The court may publish the names of persons convicted of violating this article.

E. In the case of an improper garbage or waste disposal site, the property owner, contractor, developer, builder or other person responsible for the property shall cause the property to be cleaned and to come into full compliance with this article. The county shall not be responsible for any costs of cleanup or remediation.

**Section 2. Enforcement.** Any person or persons authorized to enforce this article shall be empowered to enter any property, upon reasonable cause, at reasonable

times in order to inspect the property for violations of the Ordinance, subject to the condition that to allow entry on private property for inspection, the alleged violation must be visible from a public road or right-of-way, or upon such officer having received a written complaint signed by three residents of separate households of the county alleging a violation of this article. The Magistrate Court of the County shall also be authorized to issue summons for hearings on alleged violations of this county upon written accusation of any person *sui juris* alleging such violation.

**Section 3. Civil remedies and abatement of nuisance.** If any person violates any provision of this Ordinance, the county attorney or other appropriate authority of the County may, in addition to other remedies, institute an action for injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful act or to correct or abate such violation.

**Section 4. Evidence of violations.**

A. Whenever litter is thrown, deposited, dropped, or dumped from any motor vehicle, boat, airplane, or other conveyance in violation of this article, it shall be prima facie evidence that the operator of the conveyance has violated this Ordinance.

B. Whenever any litter which is dumped, deposited, thrown, or left on public or private property in violation of this article is discovered to contain any article or articles, including but not limited to letters, bills, publications, or other writings which display the name of a person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this Ordinance.

## ARTICLE FIVE: MISCELANEOUS

**Section 1. Severability.** In the event any section, subsection, sentence, clause or phrase of this Ordinance is declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect any other section, subsection, sentence, clause or phrase, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.

**Section 2. Repeal of Conflicting Ordinances.** All ordinances, resolutions and parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed.

**Section 3. Effective Date.** The provisions of this Ordinance shall be effective and in force upon the date of its adoption, the public welfare demanding it.

Approved by the Oconee County Board of Commissioners after a first reading on the 5<sup>th</sup> day of January, 2016, and final action adopting and approving same on the 26<sup>th</sup> day of January, 2016.

BOARD OF COMMISSIONERS  
OCONEE COUNTY, GEORGIA

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: Melvin Davis  
Melvin Davis, Chairman

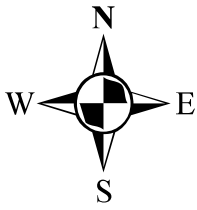
Jim Luke  
Jim Luke, Member

John Daniell  
John Daniell, Member

William E. Wilkes  
W. E. "Bubber" Wilkes, Member

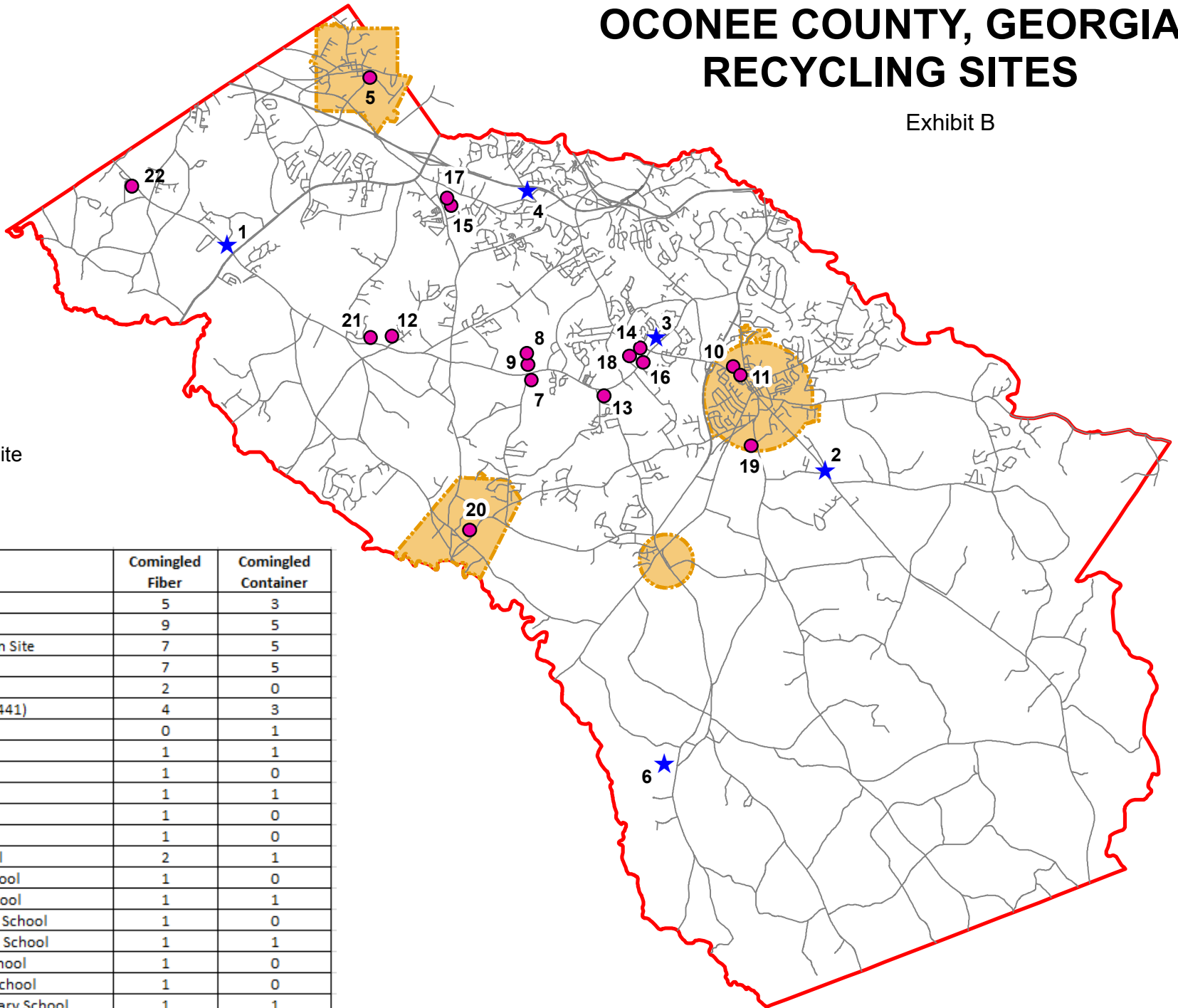
Mark Saxon  
Mark Saxon, Member

Attest:  
Jane Greathouse  
Jane Greathouse, County Clerk



# OCONEE COUNTY, GEORGIA RECYCLING SITES

Exhibit B



- ★ - County Collection Site
- - County Facilities

#	Site Location	Comingled Fiber	Comingled Container
1	Highway 53 Collection Site	5	3
2	Highway 15 Collection Site	9	5
3	Butler's Crossing Collection Site	7	5
4	Mars Hill Collection Site	7	5
5	Bogart Sports Complex	2	0
6	Macon Highway Site (Hwy 441)	4	3
7	Herman C. Michael Park	0	1
8	Veterans Park	1	1
9	Senior Center	1	0
10	Sheriff's Department	1	1
11	Oconee Library	1	0
12	North Oconee High School	1	0
13	Oconee County High School	2	1
14	Oconee County Middle School	1	0
15	Malcom Bridge Middle School	1	1
16	Oconee County Elementary School	1	0
17	Malcom Bridge Elementary School	1	1
18	Oconee County Primary School	1	0
19	Colham Ferry Elementary School	1	0
20	North High Shoals Elementary School	1	1
21	Rocky Branch Elementary School	1	0
22	Dove Creek Elementary School	1	0





RFP# 22-08-002  
Collection & Disposal of Recyclable Materials

## BIDDER'S CHECKLIST

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

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

### ITEM DESCRIPTION

---

Check

- Bidder's Checklist
- Bidder's Information Form
- Experience Statement
- Cost Schedule
- Subcontractor List
- Addenda Acknowledgement Form
- Partnership Affidavit (if applicable)
- Corporate Affidavit (if applicable)
- Individual Affidavit (if applicable)
- Local Business Affidavit of Eligibility
- Certificate of Non-Collusion
- Georgia's Security & Immigration Compliance Act Affidavit (E-Verify)
- S.A.V.E. Affidavit
- Drug-Free Workplace Certificate
- W-9

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

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Email*

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



RFP# 22-08-002

Collection & Disposal of Recyclable Materials

## BIDDER'S INFORMATION FORM

LEGAL BUSINESS NAME \_\_\_\_\_ TIN # \_\_\_\_\_

**INDICATE LEGAL FORM OF BUSINESS:**

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ Other (specify) \_\_\_\_\_

ADDRESS \_\_\_\_\_

Street

City

State

Zip Code

AUTHORIZED SIGNER \_\_\_\_\_

Name

Title

PRIMARY CONTACT \_\_\_\_\_

Name

Phone

Email

SECONDARY CONTACT \_\_\_\_\_

Name

Phone

Email

COMPANY WEBSITE \_\_\_\_\_

**BILLING ADDRESS (IF DIFFERENT THAN ABOVE)**

\_\_\_\_\_

Street

City

State

Zip Code

DO YOU HAVE AN OCCUPATIONAL TAX LICENSE IN THE STATE OF GEORGIA? Yes \_\_\_\_\_ No \_\_\_\_\_

LICENSED BY CITY/STATE? \_\_\_\_\_ OCCUPATIONAL TAX LICENSE # \_\_\_\_\_

HAS YOUR COMPANY EVER BEEN DISBARRED FROM DOING BUSINESS WITH ANY FEDERAL, STATE, OR LOCAL ENTITY?

YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, PLEASE STATE THE AGENCY NAME, DATES, AND REASON FOR DEBARMENT.

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

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



RFP# 22-08-002

Collection & Disposal of Recyclable Materials

## Bidder Experience Statement

All questions must be answered and the date given must be clear and comprehensive. This instrument must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Attach all additional sheets to these Contract Documents.

1. Name of Bidder \_\_\_\_\_
2. Permanent Office Address \_\_\_\_\_  
*Street City State Zip Code*
3. When Organized \_\_\_\_\_
4. If a corporation, where incorporated? \_\_\_\_\_
5. Federal ID Number \_\_\_\_\_
6. How many years have you been engaged in business under your present firm or trade name? \_\_\_\_\_
7. General character of work performed by your company \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. List any project of similar scope and complexity that your organization has completed or has in progress as of the date of receiving bids. (Please include additional pages, as needed, and attach hereto.)

Project Name _____			
Owner _____			
	<i>Name</i>		
	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
Project Engineer Firm _____			
	<i>Name</i>		
	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
Contract Amount \$ _____		Date Completed _____	% Complete _____

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

*Name*

\_\_\_\_\_

*Contact Phone Email*

Project Engineer Firm \_\_\_\_\_

*Name*

\_\_\_\_\_

*Contact Phone Email*

Contract Amount \$ \_\_\_\_\_ Date Completed \_\_\_\_\_ % Complete \_\_\_\_\_

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

*Name*

\_\_\_\_\_

*Contact Phone Email*

Project Engineer Firm \_\_\_\_\_

*Name*

\_\_\_\_\_

*Contact Phone Email*

Contract Amount \$ \_\_\_\_\_ Date Completed \_\_\_\_\_ % Complete \_\_\_\_\_

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

*Name*

\_\_\_\_\_

*Contact Phone Email*

Project Engineer Firm \_\_\_\_\_

*Name*

\_\_\_\_\_

*Contact Phone Email*

Contract Amount \$ \_\_\_\_\_ Date Completed \_\_\_\_\_ % Complete \_\_\_\_\_

\_\_\_\_\_  
Firm/Company - Printed

\_\_\_\_\_  
Contractor/Respondent – Printed

\_\_\_\_\_  
Email

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**RFP# 22-08-002  
Collection & Disposal of Recyclable Materials  
Cost Schedule**

Please use this BID RESPONSE FORM to indicate the cost for this project. Your total cost must include ALL fees, travel, and any other costs needed to complete the project.

I certify that the proposed costs(s) are accurate and reflect any applicable discounts, and that the company, which I represent, will deliver the services and related items for this proposed amount.

By submission of this response, I also certify that the RESPONDENT has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception.

We have included all required documents required per the OWNER’S Instructions and Specifications. The RESPONDENT has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this response and any attachments, if required.

**DO YOU PLAN TO SUBCONTRACT ANY PORTION OF THIS PROJECT? Yes \_\_\_\_\_ No \_\_\_\_\_**

**THE UNDERSIGNED HEREBY PROPOSES THE ATTACHED TECHNICAL AND COST PROPOSAL TO RFP# 22-08-002, ISSUED BY OCONEE COUNTY ON AUGUST 17, 2021. ANY EXCEPTIONS SHALL BE CLEARLY MARKED IN THE ATTACHED COPY OF THE RFP:**

<b>BASE CASE-DUAL STREAM RECYCLABLE WASTE WITH COMMINGLED FIBER &amp; COMMINGLED CONTAINERS</b>	
Collection & Transportation/Disposal Fee (Per Container)	
Commingled Fiber	\$ _____ tip
Commingled Container	\$ _____ tip
<b>Maximum Response time for Emergency ‘On Call’ Pickup _____</b>	

**\*A separate sheet may be attached if RESPONDENT wishes to add more detail cost information.**

\_\_\_\_\_  
**Firm/Company - Printed**

\_\_\_\_\_  
**Contractor/Respondent, Title – Printed**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City/State/Zip Code**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Email**



## SUBCONTRACTOR LIST

LIST BELOW ALL SUBCONTRACTORS PROPOSED BY THE RESPONDENT AT THE TIME OF BID SUBMITTAL.

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

(USE ADDITIONAL PAGES IF NEEDED. ATTACH HERETO)



**RFP# 22-08-002**  
**Collection & Disposal of Recyclable Materials**

**ADDENDA ACKNOWLEDGEMENT**

---

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

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
*Date*

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

*Respondent must acknowledge any issued addenda. Bids which fail to acknowledge the Respondent's receipt of any addenda may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.*

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



RFP# 22-08-002  
Collection & Disposal of Recyclable Materials

**Partnership Certificate**

STATE OF                                }  
  } SS  
COUNTY OF                         }

On this day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_  
known to me to be the person who executed the above instrument, who, being by first duly sworn, did depose and say  
the he is a general partner in the firm of \_\_\_\_\_ and that firm consists of himself  
and \_\_\_\_\_ and that he  
executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein, and that no one except  
the above named members of the firm have any financial interest whatsoever in said proposed contract.

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
PARTNER

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

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

My Commission Expires:

(SEAL)

\_\_\_\_\_ (Date)

NOTE: if only one partner signs, a power of attorney executed by all other partners authorizing him to act in the name of  
the Company must be attached, otherwise, all partners must sign.





**RFP# 22-08-002**

**Collection & Disposal of Recyclable Materials**

## **Corporate Certificate**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing bid; that \_\_\_\_\_, who signed said bid on behalf on the CONTRACTOR was then \_\_\_\_\_ of said Corporation; that said authority was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

CORPORATE SECRETARY

(SEAL)



RFP# 22-08-002

Collection & Disposal of Recyclable Materials

Individual Certificate

STATE OF }  
 } SS  
COUNTY OF }

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, and known to me to the person described in and who executed the foregoing instrument and acknowledged that executed the same.

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

(SEAL)

My Commission Expires:

\_\_\_\_\_ (Date)



RFP# 22-08-002

Collection & Disposal of Recyclable Materials

### Local Business Affidavit of Eligibility

\*LEGAL NAME OF BUSINESS \_\_\_\_\_

**MAILING ADDRESS**

\_\_\_\_\_ Street City State Zip Code

**PHYSICAL ADDRESS (if different)**

\_\_\_\_\_ Street City State Zip Code

YEAR BUSINESS WAS ESTABLISHED IN OCONEE COUNTY \_\_\_\_\_

OCCUPATIONAL TAX LICENSE # \_\_\_\_\_ COUNTY/CITY ISSUED \_\_\_\_\_

BUSINESS TYPE Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ Other (specify) \_\_\_\_\_

DOES YOUR BUSINESS HAVE MORE THAN ONE OFFICE IN OCONEE COUNTY? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, SPECIFY THE LOCATION(S) \_\_\_\_\_

IS YOUR BUSINESS' PRINCIPAL BASE OF OPERATIONS IN OCONEE COUNTY? YES \_\_\_\_\_ NO \_\_\_\_\_

DOES YOUR BUSINESS HAVE ANY LOCATIONS OUTSIDE OF OCONEE COUNTY? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, SPECIFY THE LOCATION(S) \_\_\_\_\_

BANK (BRANCH IN OCONEE COUNTY) \_\_\_\_\_

**CERTIFICATION:** I hereby certify under penalty of perjury that the information, which I have provided on this form, is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 dates of notice, the necessary documents to substantiate the information provided on this form.

Attest \_\_\_\_\_

\*Not a local vendor

Sworn to and subscribed before me this \_\_\_\_\_

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

day of \_\_\_\_\_, 20\_\_\_\_\_

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

Commissioner Expires \_\_\_\_\_

\*Title \_\_\_\_\_

(seal)

\*Non-Local Business \_\_\_\_\_

(Initial Here)

**IF YOUR BUSINESS IS NOT LOCAL, PLEASE COMPLETE ONLY THOSE AREAS MARKED WITH AN ASTERISK (\*) MANDATORY DOCUMENT – COMPLETE AND SUBMIT WITH YOUR BID.**



**RFP# 22-08-002**

**Collection & Disposal of Recyclable Materials**

**CERTIFICATE OF NON-COLLUSION**

**RFP# 22-08-002  
COLLECTION & DISPOSAL OF RECYCLABLE MATERIALS  
STATE OF GEORGIA  
OCONEE COUNTY BOARD OF COMMISSIONERS**

**Being first duly sworn, deposes and says that he is**

**(sole owner, partner, president, secretary, etc.)**

the party making the forgoing Proposal or Bid; that such ITB is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any Respondent or person, to put in a sham Response, or that such other person shall refrain from Responding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Response price of affiant or any other Respondent, or to fix any overhead, profit or cost element of said Response Price, or of that of any other Respondent, or to secure any advantage against Oconee County, or any other person interested in the proposed Agreement; and all statements in said Proposal or Bid are true; and further, that such Respondent has not, directly or indirectly, submitted this Response, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

**(Affiant)**

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

**(Notary Public in and for)**

**(County)**

**My Commission expires \_\_\_\_\_, 20\_\_\_\_.**

**(SEAL)**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

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

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

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**RFP# 22-08-002**  
**Collection & Disposal of Recyclable Materials**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor 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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Subcontractor

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

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
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:  
\_\_\_\_\_



**Affidavit Verifying Status for County Public Benefit Application  
(S.A.V.E. Affidavit)  
O.C.G.A. § 50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for a Business Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1, from Oconee County, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

\_\_\_\_\_

My card number is:

\_\_\_\_\_

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(2), with this affidavit.

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

\_\_\_\_\_

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-2, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_, \_\_\_\_\_ (City, State)

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

Date \_\_\_\_\_

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

Date of Birth \_\_\_\_\_

Subscribed and sworn to before me, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

My Commissioner Expires \_\_\_\_\_

(Seal)



**RFP# 22-08-002  
Collection & Disposal of Recyclable Materials**

**Drug Free Workplace Certificate**

**By signature on this certificate, the contractor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" has been complied with in full. The contractor further certifies that:**

- 1. A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and**
- 2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractors name), (subcontractor's name) 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 O.C.G.A. Section 50-24- 3(b) (7)."**

**By signature on this certificate, 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 this contract.**

**Contractor** \_\_\_\_\_

**By** \_\_\_\_\_

**Name (Printed)** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

<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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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-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, later.*

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*, later, 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 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABL accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. 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>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. 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:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

\*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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.