



# Request for Proposal

**ROADSIDE MAINTENANCE**

**RFP# 21-08-001**

Oconee County Board of Commissioners  
RFP # 21-08-001  
Roadside Maintenance

**TABLE OF CONTENTS**

- Invitation to Bid.....1
- Advertisement.....4
- Section I – General Instructions.....5
- Section II – General Terms & Conditions.....13
- Section III – Technical Specifications.....25
  - Exhibit A – County Paved Road List..... 40
  - Exhibit B – County Unpaved Road List..... 43
  - Exhibit C- Do NOT Spray List..... 44
- Bidder’s Checklist.....45
  - Bid Forms



## Oconee County Board of Commissioners

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### Request for Proposal (RFP) #21-08-001

### Roadside Maintenance

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CLOSING DATE AND TIME: **September 17, 2020 at 2:00 PM, EST**

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

RFP NUMBER: 21-08-001

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

PRE-PROPOSAL MEETING- There is a mandatory pre-proposal meeting scheduled for **September 1, 2020 at 2:00 PM EST** and shall be held in the Commission Chambers at the Oconee County Courthouse, 23 N. Main Street, Suite 205, Watkinsville, GA 30677.

QUESTIONS regarding this RFP shall be received no later than **2:00 PM EST on September 8, 2020**. ANSWERS will be provided via addenda no later than **2:00 PM EST on September 11, 2020**.

BID OPENING shall be held in the Commission Chambers, Suite 205 at the address referenced above on **September 17, 2020, at 2:00 PM EST**.

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, 2020**



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

**Request for Proposal  
RFP #21-08-001  
Roadside Maintenance  
Issue Date: August 18, 2020**

The Oconee County Board of Commissioners is seeking to establish a contract for roadside maintenance to include the spraying and mowing of approximately 192 miles of paved roads and the mowing of approximately 33 miles of unpaved roads in Oconee County.

A mandatory pre-proposal meeting is scheduled for **September 1, 2020, at 2:00 PM EST** at the Oconee County Board of Commissioners Commission Chambers, located at 23 N. Main Street, Suite 205, Watkinsville, GA 30677. Attendance is required to qualify as a respondent.

Sealed Proposals 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 **2:00 PM EST, September 17, 2020**. 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 “Response for Roadside Maintenance RFP #21-08-001” 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 **2:00 P.M. EST, September 8, 2020**. Bid forms and Scope of Work are available to view at the Finance Department or may be obtained from the County’s website, under “Bid Opportunities”.

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

# **Section I**

## **General Instructions**

### **Request for Proposal No. 21-08-001 Roadside Maintenance**

## **A. GENERAL INFORMATION**

1. The Oconee County Board of Commissioners is seeking to establish a contract for roadside maintenance to include the spraying and mowing of approximately 192 miles of paved roads and the mowing of approximately 33 miles of unpaved roads in Oconee County. The initial contract term will be for one (1) year with up to four (4) one year renewals. Please see the RFP documents for full scope of work.

## **B. 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 RFP 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 RFP document package may be modified by addenda.

### C. 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 RFP 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 Procurement 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.

### D. 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 RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP 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.

### E. BID SUBMISSIONS

1. A total of five (5) sealed bids, one (1) unbound original and four (4) copies must be received no later than 2:00 PM EST on September 17, 2020. Bids must be submitted in a sealed envelope with the following clearly labeled on the outside "Response for Roadside Maintenance" 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. Cost Proposal – Mowing
  - b. Cost Proposal - Spraying
  - c. Bidder’s Information
  - d. Addenda Acknowledgement Form
  - e. Partnership Certificate
  - f. Corporate Certificate
  - g. Individual Certificate
  - h. Experience Statement
  - i. Subcontractor List
  - j. Non-Collusion Affidavit
  - k. Georgia Security and Immigration Compliance Affidavit (E-Verify)
  - l. S.A.V.E. Affidavit & Verifiable Document (i.e. photocopy of GA driver’s license.)
  - m. Oath of Bidder
  - n. Drug Free Workplace Certificate
  - o. 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.

## **F. 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.

#### **G. 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.

#### **H. 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.

#### **I. 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.

#### **J. 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.

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**K. 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

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**1. Landscaping / Lawn Care:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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
If herbicide, fungicide, pesticide or other chemical application is involved:	
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

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, automobile, and environmental impairment liability policies.

END OF SECTION I

## **Section II**

### **General Terms & Conditions**

#### **Request for Proposals No. 21-08-001 Roadside Maintenance**

**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 RFP 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 RFP 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 trash 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 within thirty (30) days of final inspection by the County unless other payment terms have been detailed in writing prior to the start of project. Should any items thereon be questioned, in which event 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 Procurement, 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**

1. **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.

2. 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.
3. 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.
4. 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.
- f) 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



## **Section III**

### **Technical Specifications**

#### **Request for Proposal No. 21-08-001 Roadside Maintenance**

**Roadside Maintenance**  
**RFP# 21-08-001**

**INTRODUCTION** - Roadside maintenance to include the spraying and mowing of approximately 192 miles of paved roads and the mowing of approximately 33 miles of unpaved roads in Oconee County.

**A. SPRAYING**

1. Spraying should be performed in accordance of these specifications and to the satisfaction of a representative of the Public Works Department.
2. Approximately 192 miles (includes 20 feet on each side) of county roadside shall be sprayed to control vegetative growth in lieu of mowing.
3. The two (2) applications of herbicide are to be completed in early April and late July.
4. The environmental (i.e. growing) conditions shall dictate the application interval with a range of eight (8) to ten (10) weeks.
5. The County roads that are to be sprayed can be found in **Exhibit A – County Paved Roads**.
6. The County roads that are not to be sprayed can be found in **Exhibit C – Do Not Spray List**.
7. The Contractor shall provide information sheets on the herbicide to be used and will only use the herbicide as approved by the county. 24D is not to be used.
8. The Contractor shall maintain and provide to the County a ‘Spray Log’ that includes but is not limited to the following:
  1. Road Name
  2. Date & Time of start and finish
  3. Herbicides used and rate used in crop and non-crop areas
  4. Wind direction & speed
  5. Identification number of truck(s) performing application
  6. Signature of applicator
9. The Contractor shall contact Michael Weathers at (706) 769-3912 a minimum of twenty four (24) hours prior to performing any spraying.
10. The Contractor shall be liable for any damages to private property including but not limited to spraying in the ‘Do Not Spray’ areas or damage resulting from work performance.

## B. MOWING

1. Mowing should be performed in accordance with these Specifications and to the satisfaction of a representative of the Public Works Department.
2. The first mowing will be supervised by a representative of the Roads Department to ensure only the right of way is being mowed.
3. Please refer to **Exhibit A – County Paved Roads** and **Exhibit B – County Unpaved Roads** for a list of which areas are to be mowed.
4. Mowing should include 3 cuttings a year.
  7. Mid-May
  8. End of July
  9. End of September or October

### 5. Special Mowing Conditions

- a) All scheduled mowing operations can begin one (1) hour after daylight and should end one (1) hour before dark.
- b) No mowing is allowed on holidays or on weekends in which a holiday falls on a Monday or Friday.
- c) No mowing when it is wet or raining.
- d) Mowing cannot start before any fog has lifted.

### 6. Mowing Limits

All mowable areas within the right of way that are on a 3:1 or flatter slope using tractors with rotary or flail type mowers, and trimming in front of, behind, under and around roadside obstacles, landscaped areas, planted/established trees and shrubs and trimming on all slopes. These include all areas on the mainline, Interchanges/Intersections. Perform trimming in a manner as to create a smooth transition back to where the mowing was performed.

### 7. Mowing

- a) Perform mowing within the Mowing Limits for vegetation on slopes no steeper than 3:1. This operation will not be allowed on slopes steeper than 3:1, or in any other situations that may be a hazard to the operator or the traveling public, including areas that may be too wet or otherwise inaccessible. No scalping is to occur.
- b) Mowing should cut back to right of way or wood line which is an average of 60 feet.

## 8. Trimming

- a) Trim vegetation to a height less than four (4) to five (5) inches within the Mowing Limits that are inaccessible by Tractor Mowing. This includes trimming in front of, behind, under or around, and beyond roadside obstacles, guardrails, landscape beds, established/planted trees, mailboxes, pipes, signs, shrubs and wildflower areas to provide an attractive appearance. The Public Works Department. has the right to identify those areas where trimming shall be required. Guardrail: areas to be trimmed, including guardrails or area around and under guardrails back to a point at least one (1) foot behind the posts.
- b) Mainline Slopes that are steeper than 3:1: Trim vegetation a minimum of fifteen (15) feet beyond the slope break point each mowing cycle. If the Natural Tree Line falls within the minimum fifteen (15) foot area, trim vegetation to the Natural Tree Line.
- c) Mainline with Slopes that are less steep than 3:1: Trim vegetation to the Natural Tree Line or to the right of way fence if no Natural Tree Line exists.
- d) Landscape, Bulb, and Wildflower Plot: Trim vegetation around landscaped areas, established or planted trees, shrubs, bulbs and wildflower plots without damaging plant materials. Trim vegetation under planted trees as required by the County.
- e) Wet or Inaccessible Areas: If an area is too wet and/or otherwise inaccessible by mowing equipment, trim vegetation using trimming equipment and/or slope mowers.
- f) Bridge Structures: Trim vegetation located at, under, or near bridge structures including Bridge End Rolls and riprap areas within the right of way.
  - i. Trim all vegetation under and around trees greater than three (3) inches caliper dbh (4-1/2 feet above ground) that exists between adjacent bridges.
  - ii. Trim vegetation on bridge ends and bridge end rolls at overpasses and underpasses to the right of way fence and/or natural tree line. If trees exist within fifteen (15) feet around or adjacent to the bridge; trim vegetation under and around the trees, or as directed by the County. Continue trimming downslope or upslope to meet the Mowing Limits as directed by the County.
  - iii. The limits of trimming extend to the fence line in cases where a fence is located on the top of a slope at a bridge underpass.
- g) Intersection/Interchange: Trim all vegetation on non-mowable and mowable areas within an intersection to the natural tree line and/or to the right of way line or fence.
- h) Barrier/Retaining Walls: Remove vegetation at the base of and on all barrier walls. Trim and remove vegetation in non-landscaped areas between barrier walls. Trimming around barrier/retaining walls shall not occur on paved shoulders that are less than ten (10) feet wide.
- i) Vegetation Removal: Place trimmed woody vegetation in adjacent natural areas on the right of way within five (5) days of trimming. When no adjacent natural tree area exists, remove this vegetation

from the right of way within five (5) days. Disposal shall be in accordance with all applicable laws and regulations.

- j) Multiple Trunk Trimming: In areas where trimming occurs, trim all stems of multiple trunk vegetation that are three (3) inches caliper dbh (4-1/2 feet above ground) or less.
- k) Planted and Established Groundcover: Consult with the Public Works Department prior to trimming a non-mowable slope that is covered with a planted or established groundcover such as Lespedeza, Weeping Love Grass, or a native grass. If the Public Works Department requires the groundcover to remain, trim all other vegetation in the groundcover.

- **MOWING EXEMPTIONS & RESTRICTIONS**

- 1. Unless otherwise directed in writing by the County, do not perform work in the following areas:
  - a) Construction project limits: In the event a road rehabilitation or improvement project is under construction or will be under construction where mowing is scheduled, that portion of the Mowing Cycle will be deleted at the direction of the County. The section(s) of roads deleted from the list may be added back to the list at the first available Mowing Cycle following completion of said project. These areas will be identified by the County.
- 2. Hours of Work
  - a) The Contractor's operations shall be restricted to daylight hours and shall only be performed when weather and visibility conditions allow safe and efficient operations.
- 3. The removal of cut material, such as the baling of hay, is prohibited.
- 4. Crossing over driveways with tractors is prohibited.
- 5. Mowing or riding tractors over areas that maintained by citizens is prohibited.
- 6. Some sections of routes may be mowed by adjacent residents and should not be mowed by the contractor. Coordinate with the Public Works Department on the sections/locations to avoid mowing complete activities.
- 7. Contractor is responsible for any damage to signs, pipes, mailboxes, utilities, and vehicles.

- **TRAFFIC REQUIREMENTS FOR CENTER LINE MOWING**

- 1. At a minimum, abide by the *Manual of Uniform Traffic Control Devices (MUTCD)*, current edition, for traffic control guidance.
- 2. Perform all Mowing as a continuous mowing operation as described in these Specifications. Mow only in the direction of traffic.
- 3. Any signs used must be of rigid, one-piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standards. Equip all signs with flags.

4. Do not cross the median on Interstates or other divided highways. Enter and exit at the existing Interchanges.
5. Do not exceed a ten (10) mile work zone on 4 lane routes. Do not exceed a five (5) mile work zone on two (2) lane routes.
6. On non-divided highways, only one Tractor Mowing operation in a work zone will be allowed. On divided highways, two mowing operations in a work zone may be allowed on the outside shoulders. Additional work zones will be allowed, separated by a minimum of two (2) miles. Do not exceed twenty (20) miles of mowing without completing trimming.
  - a) Signs: Place "Watch for Mowers" signs with flags attached at each end of the work zone in the direction of traffic on both the median and outside shoulder.
  - b) Ramps: In the event of an on-ramp located within the work zone, place at the top of the on-ramp a "Watch for Mowers" sign with flags. Place all signs before any tractor mowing is performed. Remove all signs at the end of each workday.
7. Buffer tractor mowers traveling within three (3) feet of the traveled way, crossing lanes, traveling on paved shoulder, moving equipment to other locations (dead heading), by a shadow vehicle.
  - a) Operations may be restricted when, in the opinion of the County, the continuance of the work would seriously hinder traffic or is unsafe.
  - b) Move equipment or materials on or across the traveled way in a safe manner which will not interfere with traffic. There shall be no reduction in the total number of available traveled ways. Schedule and arrange the work to ensure the least inconvenience and the utmost safety to the traveling public and to the Contractor's and County's forces.

- **QUALITY ACCEPTANCE**

1. The height of all vegetation after any mowing or trimming operation shall be no more than four (4) to five (5) inches. Heights will be determined by taking the average of three (3) measurements at the following locations:
  - a) One-fourth (1/4) of the distance from the edge of the pavement (edge of pavement includes paved shoulders) to the shoulder point
  - b) One-half (1/2) of the distance from the shoulder point to the bottom of the ditch or toe of the slope, whichever is applicable
  - c) At the midpoint of the farthest mowing pass from the edge of the pavement. The County will give an allowance of two (2) inches higher or lower than the specified height of six (6) inches when averaging the measurements.
2. Progress and performance will be monitored by a Representative of the Public Works Department, using the approved plan from the Contractor as a guide to verify the Centerline Miles mowed, and the fifty (50) percent Intermediate Completion Dates. The Public Works Department will maintain a log of Mowing Complete and will verify the completion of the work with the Contractor upon Mowing Complete.

3. All routes where mowing and trimming have been completed must be approved and accepted by the Representative of the Public Works Department prior to any payment. At no time will payment be made for any work not yet performed.
  - i. Mowing Complete will be left uniform in appearance after the mowers have passed.
  - ii. Any areas that are not mowed due to insufficient overlap of the mowers or depression of the vegetation by the mowing equipment will not be accepted and must be mowed again.
  - iii. Payment may not be made for Centerline Miles where Traffic Control and Safety non-compliance have occurred.
  - iv. Performance deficiencies will be reported to the Contractor by email within seventy-two (72) hours of identification.
  - v. Correct mowing and trimming Quality Acceptance deficiencies no later than forty-eight (48) hours following receipt of said notice, subject to the restrictions in Section 4.01.

- **LITTER REMOVAL REQUIREMENTS**

1. Pick up, remove and dispose of litter and debris within all mowing and trimming areas as specified in the Centerline Mowing Requirements and on all paved shoulders. Litter and vegetation removal shall not occur adjacent to median barrier wall and median guardrail when paved shoulders are less than ten (10) feet in width.
2. Litter and debris may consist of paper, boxes, bottles, cans, rubber pieces, metal pieces, hubcaps, vehicle parts, brush, trimmed vegetation, on paved surfaces, memorials, and other items not considered normal to the right of way, etc. It is not intended for small objects such as cigarette butts, chewing gum wrappers and similar sized items to be removed under this work.
3. This work includes reporting of litter removal activity including quantities.
4. Methods of Removal Operations
  - a) It is expected that all litter and debris activity will be accomplished by manual means; however, these Specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality.
  - b) A written request may be submitted to the County for the use of specialized mechanical equipment designed for removal of litter and debris. The County, prior to any equipment being used, must approve the request. The County may require additional safety devices or precautions if special equipment is allowed to be used.
  - c) All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. The color of the bag will be designated by the Representative of the Public Works Department.
  - d) Litter removal practices should be conducted during daylight hours only.

5. Methods of Disposal & Reporting

- a) Remove all litter and debris from the right of way at the end of each working day and dispose of at locations provided by the Contractor. Storage or stockpiling of litter or debris on the right of way is prohibited. Disposal shall be in accordance with applicable laws and regulations. Locations for disposal and costs associated for use of such locations will be the responsibility of the Contractor.
- b) Construct all vehicles, such as pickups or dump trucks, utilized to remove and dispose litter and debris to inhibit further distribution or loss of litter along the roadway. Cover all open-top vehicles and secure with tarpaulins. These vehicles must be in accordance with local and state laws governing waste hauling equipment.
- c) Record in a daily log the number of bags of litter removed. Retain disposal receipts showing disposal location and weight of material. Provide the daily log to the Oconee County Stormwater Department immediately Include bag counts and copies of disposal receipts in a Litter Activity Report with each invoice.
- d) The County is required to comply with all aspects of the National Pollutant Discharge Elimination System (NPDES) Permit No. GAR041000 for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems (MS4). Certain activities under this maintenance service contract are reportable as MS4 compliance efforts. The Contractor shall be responsible for the following related requirements:
  - i. \*Record in a digital format (Excel), the weight of litter collected and disposed from within the Oconee County's MS4 Permit. Include the name of the Mainline Road with names of intersection roads (from-to). Include number of bags collected from each Mainline Road.
  - ii. Submit all digital data electronically on a quarterly (minimum) basis to the Representative of the Oconee County Stormwater Department. The Submittal shall be on spreadsheets and shall include the contractor's name, preparer of the data, the date(s) of mowing cycle or additional litter pickup, and weight of litter collected and disposed from the above designated areas. All information should be consistent with that included in the Litter Activity Report.

6. Frequency & Timing of Removal and Disposal

- a) All litter and debris must be removed in advance of each mowing cycle.
- b) One trash only pickup should occur in January.
- c) Perform litter removal and disposal immediately in front of and as an integral part of the mowing operations. Remove any litter and debris accumulated between litter activities and mowing activities prior to mowing operations. At no time shall there be a separation of two (2) days between litter activities and mowing operations within a specified work area within each mowing cycle. Specified area is defined as an area that is mowed in a given day. Should this time delay occur, the Public Works Department might require the Contractor to perform additional litter removal activities prior to restarting mowing operations.
- d) Additional litter removal cycles may be requested by the County between mowing cycles and during the non-mowing season. Begin a litter removal cycle within ten (10) days of the County request. A complete litter removal cycle should be finished within a thirty (30) day period.



- e) The County may request a written litter pickup schedule.
- f) Perform additional litter removal operations within a ten (10) mile work zone.

7. Traffic Control Requirements for Litter Removal

- a) Use a shadow vehicle when removing litter on paved shoulders. The shadow vehicle may be the litter disposal vehicle.
- b) Follow all guidelines as per Attachment 1.C.4 - Traffic Control Requirements. Use "Litter Pickup Ahead" warning signs during the Additional Litter Removal activities. Use "Litter Pickup Ahead" warning signs during the mowing season when the litter operation does not fall within a ten (10) mile mowing work zone.
- c) A shadow vehicle and litter disposal vehicles must be equipped with a strobe light and slow-moving vehicle signs during removal of trash bags and larger material. Use these lights only when required in the course of the work and not when traveling to and from the job site.
- d) All vehicles, including transport or service vehicles, must not obstruct traffic lanes.

8. Quality Acceptance

- a) Completed areas of work shall be free of all litter and debris immediately after cleaning, as determined by the Public Works Department. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Within 24 hours after notice, re-clean areas, at no cost to the County, that are determined by the County to be in non-compliance.
- b) Failure to re-clean as directed by the Public Works Department, failure to re-clean after mowing over litter and debris as directed by the Public Works Department, and/or failure to remove litter within right of way limits prior to mowing will result in non-refundable deductions.

• **PERSONNEL AND SUB-CONTRACTORS**

1. Supervisor

- a) Have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed. The Supervisor/Foreman must speak English proficiently.
- b) This Supervisor/Foreman shall be in a separate support vehicle such as a pickup or service truck, whose duties are strictly supervisory and is not a part of a mowing complete or additional litter removal crew.
- c) The Supervisor/Foreman shall have a functional smart phone with voice messaging, texting, and email capability, on his or her person during duty hours. Wireless service shall be functional throughout the entire State. The Supervisor/Foreman's response time to the Public Works Department shall be less than thirty (30) minutes.
- d) Use a different Supervisor/Foreman for each awarded contract.

2. Crew

- a) Provide staff and staffing levels able to perform the work in accordance with this Specification. The personnel staff must be under the sole responsibility of the Contractor.
- b) Ensure that all employees are qualified to safely operate all equipment. Employees must be competent, experienced, and skilled in all aspects of mowing and/or trimming work.
- c) All personnel must have lawful status to work in the United States. All personnel must have the Contractor's business card on their person.
- d) The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.

3. Sub-Contractors

- a) The County expects the awarded contractor to be fully able to complete the Work as detailed in this Contract. The County may, at its discretion, consider the use of subcontractors to accomplish the Work.
- b) If the County approves the use of a subcontractor, the Contractor will be held wholly responsible for the actions, quality, and timeliness of all work performed by the subcontractor. The Representative of the Public Works Department will communicate with the Contractor's Supervisor regarding all work.
- c) All requests to hire a subcontractor must be approved in writing. A minimum of ten (10) working days is needed to evaluate a request. The written request from the contractor shall include the following:
  - 1. A justification for the need to hire a subcontractor
  - 2. The name, address, and phone number of the proposed subcontracting company
  - 3. The number of employees proposed
  - 4. The locations of work and revised work schedule
  - 5. The revised work crew roster list.
- d) Required documentation
  - 1. If a sub-contractor is utilized, Prime Contractor shall obtain and provide to the County the notarized Georgia Security and Immigration Compliance Act Affidavit within five (5) business of County approval. These forms must be received from the Sub-contractor annually.

4. Dress Code

- a) The minimum dress code for personnel shall be a clean and complete outfit, including long pants, shoes, shirt, safety vest, and any other necessary safety gear required by local, state, or federal regulations.

- **EQUIPMENT**

1. All equipment contemplated for use shall be subject to inspection and acceptance for mechanical worthiness and appropriateness for the work intended by the Public Works Department. Department decisions relevant to mechanical worthiness and appropriateness shall be final.

- a) Equipment shall meet the following requirements:

1. Equip each tractor with two (2) flashing signal lights, two (2) orange flags and an eighteen (18) inch slow moving emblem sign. Equip each mower with two (2) orange flags.
    2. Acceptable guards are to be on all open portions of mowers and trimming equipment to prevent objects from being thrown from under the mower while in operation. Any equipment deemed unacceptable by the Public Works Department will not be allowed to operate until such guards are in place and properly maintained.

- b) Assign appropriate equipment quantities and types to meet stated mowing schedules.

2. Properly maintain mower blades so that they are sharp, straight and evenly weighted. Any mower with a blade deemed unacceptable by the Public Works Department will not be allowed to operate until such blade is replaced or the deficiencies are corrected.

3. Equip support vehicles, such as pickups and service trucks with a minimum of one (1) revolving or strobe type light, with amber lens.

4. Use a shadow vehicle to buffer the Mowing operation when it is on or within three (3) feet of the travel way.

- a) Equip support vehicles used as shadow vehicles with a forty-eight (48) inch square "Watch for Mowers" sign with an eighteen (18) inch slow moving emblem attached and mounted on the rear of the shadow vehicle.

- b) Equip a shadow vehicle with a minimum of one (1) revolving or strobe type light, with amber lens.

5. Equipment used to mow Georgia rights of way shall be steam cleaned before each mowing cycle begins to remove any traces of Cogon Grass (*Imperata cylindrica*) seed and other invasive plant material on mowing attachments, on the body of mowing equipment, or in the radiator grill of the mowing equipment. Steam cleaning shall not be performed on any Oconee County property. Equipment transported into Georgia for use on this contract must be steam cleaned prior to crossing the Georgia StateLine.

- **SAFETY AND INCIDENT REPORTING**

1. Suspend operations if weather conditions are such that mowing operations cannot be carried out in an effective manner. If such suspension occurs, notify the Public Works Department immediately. Likewise, the Public Works Department may order the suspension of mowing operations whenever, in his or her judgment, present weather conditions are such that mowing operations cannot be carried out in a safe and effective manner.

2. Notify the Public Works Department immediately by phone of any incident or accident that involves the Contractor while fulfilling this Contract.

- a) Submit a written report to the Representative of the Public Works Department within forty-eight (48) working hours after the incident or accident. Describe in full what occurred. Provide the names of those involved with their contact phone numbers, and extent of injury and damage.
  - b) Employees shall carry business cards that have the name, address, and phone number of the Contractor upon request of individuals involved in an incident or accident.
3. If mowing and trimming operations cause damage to roadside obstacles, vegetation to remain, or ground disturbance, repair or replace the damaged item with a like item at the Contractor's expense. If mowing and trimming operations damage has to be repaired or replaced utilizing County property or personnel, the cost of the repair or replacement shall be calculated and deducted from the Contractor's payment.
  4. Do not allow any debris to be thrown onto the road surface by the mowing equipment or by personnel. Perform work in such manner as to leave existing vegetation undamaged.
  5. Mowing equipment, while in operation, must be horizontal with the mowing surface. Operating tractor mowers in a vertical position parallel to a traveled way is prohibited.
  6. Equipment left on the right of way is the responsibility of the Contractor. Do not park equipment on the right of way or on state property for more than five (5) continual working days in the same location.
    - a. Park no equipment in the median.
    - b. Park equipment behind guardrail or in other protected areas where such areas exist. Otherwise, park equipment a minimum of twenty-five (25) feet from the edge of pavement.
  7. Operate no equipment that causes ground disturbance and/or damages any part of the right of way. Repair, at no cost to the County, all damage caused by equipment.

- **UTILITY CONFLICTS**

1. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.
2. Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of workers and the public.

- **WORK SCHEDULE**

1. Five (5) days prior to each cycle:
  - a) Submit a plan of how the Cycle will be completed including number and size of crews. Prior to beginning each cycle the Representative of the Public Works Department must approve the plan. Notify the Representative of the Public Works Department each morning if changes occur to the approved plan. There are cycles for mowing/trimming, additional litter removal as requested. **Multiple mowing complete crews will be required. Multiple starting locations will be required.**
2. Submit the Supervisor/Foreman's name and cellular phone number. Notify the Public Works Department immediately if the Supervisor/Foreman changes and or any contact information changes during a cycle.

- **NON-COMPLIANCE/DEFAULT/NON-REFUNDABLE DEDUCTIONS**

1. Non-Compliance: The County determines that the Contractor has failed to comply with work required under the terms of the Contract.
  - a) The Contractor may be deemed in Contract Non-Compliance and subject to Contract termination.
  - b) All Items of Non-Compliance may result in non-refundable deductions against the Contractor.
2. Default: The County has the authority to terminate the Contract when the Contractor is in Non-Compliance three (3) or more times during the term of the Contract.
3. Non-Refundable Deductions: Begin as described below, and continue daily until the task has been executed to the satisfaction of the representative of the Public Works Department. Any Non-Refundable Deductions assessed will be deducted from the Contractor's invoice for payment.
  - a) The County may suspend work if non-compliance occurs with items listed below, until actions are corrected.
  - b) Performance deficiencies will be reported to the Contractor within seventy-two (72) hours of Non-Compliance identification(s) and Non-Refundable Deductions assessed. A written copy shall be will be mailed to the Contractor.
  - c) Reply to the county's Non-Compliance notification within forty-eight (48) hours of receipt. The Contractor must dispute any Non-Refundable Deductions in writing within forty-eight (48) hours of receipt of notification of assessment.
  - d) The following are applicable non-refundable deductions:

<u>Item</u>	Deduction
Failure to meet approved and/or scheduled commencement, intermediate, and completion cycle dates.	\$500.00 per day
Failure to comply with methods of removal, disposal, and reporting. Failure to maintain equipment properly.	\$300.00 per item, per day of non-compliance
Failure to comply with Traffic Control and Safety.	\$500.00 per offense

- **MEASUREMENT**

The cycles covered under the Specifications of this contract will be measured and accepted in Centerline Miles.

- **PAYMENT**

1. Spraying

- a) Contractor shall submit a detailed invoice after the completion of each application.
- b) Participation in SPS Virtual Payments is strongly encouraged.

2. Mowing

- a) On or around the tenth (10<sup>th</sup>) of the month, Contractor shall submit a detailed invoice that reflects the locations and total Centerline Miles completed.
- b) The submitted invoice **must** utilize road names with names of mainline road and names of intersecting roads begin/from & end/to designations from point to point of all Centerline Miles completed for the Public Works Department verification.
- c) Payment will be made at the unit price per Centerline Mile and will be measured in accordance with these Specifications. This payment shall be full compensation for furnishing all materials, labor, tools, equipment, traffic control, and incidentals necessary to satisfactorily complete the work described.
- d) Payments shall be calculated by the Contractor and verified by Public Works Department according to the number of Centerline Miles completed on a semi-monthly basis.
- e) Payment should be received approximately thirty (30) days after the accurate invoice is received, reviewed, and approved by the Representative Public Works Department.

- f) In the event of a dispute, provide a detailed measurement of the area in question.
- g) Additional Litter Removal - Separate payments for litter removal activities will be made for additional litter removal activities if requested by the County. Payment will be made at the unit price per Centerline Mile. Accompany all invoices for payment with copies of disposal receipts and a litter activity report, approved by the Representative of the Public Works Department, capturing litter activities for the same time/work period. No acceptance of litter activities will be made without an accurate litter activity report approved by the Representative of the Public Works Department.

### Exhibit A : County Paved Roads

Road Name	CR/SR	Beginning	Ending	Length/Feet	Length/Mile
Aiken Road		Dials Mill Road	Burson Avenue	6629	1.26
Antioch Road		Colham Ferry Road	SR 15	21655	4.10
Astondale Road- A		SR 15	City Limits	20692	3.92
Astondale Road- B	127	City Limits	US 441	2530	0.48
Atlanta Hwy		Barrow County Line	Bogart City Limit	14102	0.50
Aycock Road		Snows Mill Road	Rays Church Road	10935	2.07
Barber Creek Road	189	SR 53	Barrow County Line	10080	1.91
Barnett Shoals Road - A	414	Bob Godfrey Road	Oconee River Bridge	5696	1.08
Barnett Shoals Road - B	262	Oconee River Bridge	McRees Mill Road	4154	0.79
Barnett Shoals Road - C	262	McRees Mill Road	Porter Creek	9840	1.86
Barnett Shoals Road - D	262	Porter Creek	City Limits	6265	1.19
Barnett Shoals Road - E	262	City Limits	SR 15	5416	1.03
Bishop Farms Parkway S		New High Shoals Road	Cul-de-sac 90x90	2727	0.52
Bob Godfrey Road		Barnett Shoals Road	Oglethorpe County Line	10799	2.05
Branch Road		US 441	End Pavement	6570	1.24
Brown Chapel Road	302	SR 186	Cemetery Road	835	0.16
Brown Road	104	Salem Road	End Pavement	1511	0.29
Burr Harris Road		Mars Hill Road	SR 53	5943	1.13
Carruth Road		Watson Springs Road	Jerusalem Road	4827	0.91
Carson Graves Road	120	Colham Ferry Road	Greene County Line	15411	2.92
Cemetery Road	210	US 441	SR 186	4730	0.90
Chestnut Hill Road		Daniells Bridge Road	Turnaround	5459	1.03
Choyce Johnson Road		US 78	Hebron Church Road	7648	1.45
Cisco Trail		Antioch Church Road	SR 15	1375	0.26
Cliff Dawson Road		Mars Hill Road	Hog Mountain Road	7893	1.49
Clotfelter Road		US 78	SR 53	16708	3.16
Cole Springs Road		SR 53	City Limits - HS	20346	3.85
Colham Ferry Road - A	101, 268	Watkinsville City Limits	Watson Springs Road	47529	9.00
Colham Ferry Road - B	258	Watson Springs Road	Greene County Line	8791	1.66
Colham Ferry Road - X	258	Old 441	City Limits	404	0.08
Cooper Gin Road		Hebron Church Road	Treadwell Bridge Road	5225	0.99
Coventry Road		Colham Ferry Road	Cul-de-sac 90x90	2508	0.48
Cumberland Road		Whippoorwill Road	Cul-de-sac 90x90	1123	0.21
Daniells Bridge Road		Oconee Connector	Hog Mountain Road	16750	3.17
Dials Mill Extension		Dials Mill Road	Barrow County Line	3126	0.59
Dials Mill Road - A	60	SR 316	US 78	13359	2.53
Dials Mill Road - B	58, 60	SR 316	Old US 29 Highway	2207	0.42
Dials Mill Spur		Dials Mill Extension	Cul-de-sac 90x90	2715	0.51
Dove Creek Road		Hebron Church Road	Barrow County Line	6028	1.14
Dowdy Road - B	34	Old Epps Bridge Road	Dead End	2689	0.51
Elder Extension		New High Shoals Road	SR 186	1906	0.36
Elder Mill Road - A	214	SR 15	End Pavement	3388	0.64
Elder Mill Road - B	129, 138	Saxon Road	Antioch Church Road	12752	2.42
Elder Road	289	SR 53	New High Shoals Road	13359	2.53
Essex Road		Colham Ferry Road	Cul-de-sac 90x90	2067	0.39
Flat Rock Road - A	333	SR 15	McRees Mill Road	15746	2.98
Flat Rock Road - B	158	McRees Mill Road	Oliver Bridge Road	13977	2.65
Freeman Creek Road		US 441	End Pavement	3581	0.68
Garrett Road - A		SR 53	Carrithers School Road	3552	0.67
Garrett Road - B	66	Carrithers School Road	US 78	4351	0.82



Gober Road - A		Price Mill Road	NHS City Limits	13775	2.61
Gober Road - B	101	NHS City Limits	SR 186	3115	0.59
Gov't Station Road		SR 53	Hog Mountain Road	6154	1.17
Grayson Lane		Hodges Mill Road	Old Hodges Mill Road	2851	0.54
Greene Ferry Road		Colham Ferry Road	SR 15	5976	1.13
Hale Road		Colham Ferry Road	Carson Graves Road	3713	0.70
Hardigree Bell Road		Colham Ferry Road	End Pavement	2611	0.49
Hebron Church Road	204	SR 53	Walton County Line	15914	3.01
Hodges Mill Road	228	Mars Hill Road	SR 53	18665	3.54
Hog Mountain Road	261	SR 53	US 441	10992	2.08
Jefferson Avenue		Osceola Avenue	Barrow County Line	5233	0.99
Jerusalem Road	26	Colham Ferry Road	Watson Springs Road	10092	1.91
Jimmy Daniel Road	279	Virgil Langford Road	Clarke County Line	8665	1.64
Jones Road		Mars Hill Road	Jimmy Daniel Road	4305	0.82
Jordan Drive	22	Epps Bridge Road	Dead End	1307	0.25
JT Elder		Salem Road	End Pavement	1576	0.30
Kennedy Road		Oglethorpe County Line	Dead End	2836	0.54
Lois Lane	237	Daniells Bridge Road	Daniells Bridge Road	1906	0.36
Long Road		Mars Hill Road	Cul-de-sac 90x90	1922	0.36
Luke Circle aka Gear Road		Osceola Avenue	Barrow County Line	5629	1.07
Malcomb Bridge Road		SR 53	Mars Hill Road	17915	3.39
Mars Hill Road - A	273, 262	Oconee Connector	US 78	16524	3.13
Mars Hill Road - B	264, 262	US 78	SR 316	5920	1.12
Marshall Store Road	273	Colham Ferry Road	End Pavement	4166	0.79
Maxey Road		Rays Church Road	Elder Road	7202	1.36
Mayne Mill Road		Colham Ferry Road	Old Farmington Road	12871	2.44
McNutt Creek Road - A		Dials Mill Road	Pete Dickens Road	5362	1.02
McNutt Creek Road - B	64	Pete Dickens Road	Burson Avenue	4248	0.80
McRees Gin Road	359	Barnett Shoals Road	Flat Rock Road	10177	1.93
McRees Mill Road		Barnett Shoals Road	Flat Rock Road	9289	1.76
Moore's Ford Road	375	SR 53	Walton County Line	14876	2.82
New High Shoals Road - A		Old 441	Union Church Road	10813	2.05
New High Shoals Road - B	270	Union Church Road	SR 186	15158	2.87
Norton Road	229	Simonton Bridge Road	Barnett Shoals Road	6626	1.25
Old Barnett Shoals Road		Barnett Shoals Road	Dead End (Driveway)	4420	0.84
Old Bishop Road	154	US 441	Old 441	13733	2.60
Old Epps Bridge Road - A		Oconee Connector	Sims Drive	1842	0.35
Old Epps Bridge Road - B	33	Sims Drive	Dead End	5392	1.02
Old Farmington Road - A	307	Colham Ferry Road	Astondale Road	1875	0.36
Old Farmington Road - B	110, 134	Pavement End	Pavement End/Kelly Lane	6156	1.17
Old Farmington Road - C	110, 134	US 441	Kelly Lane	2707	0.51
Old Greensboro Highway		SR 15	SR 15	3704	0.70
Old Hodges Mill Road		Hodges Mill Road	Grayson Lane	878	0.17
Old Jennings Mill Road	233, 31	Jennings Mill Extension	Dead End at 316	1343	0.25
Old Macon Highway		White Oak Drive	Rockinwood Drive	1885	0.36
Old Madison Highway		Tappan Spur Road	End Pavement	3780	0.72
Old Salem Road	408	Salem Road	Salem Road	14983	2.84
Oliver Bridge Road		SR 15	Flat Rock Road	18836	3.57
Osborne Road		SR 53	Hebron Church Road	7761	1.47
Parker Creek Road		SR 53	Hodges Mill Road	5502	1.04
Payne Road	396	SR 186	Cemetery Road	930	0.18
Peacock Drive	105	Cole Springs Road	Dead End	3162	0.60
Pete Dickens Road - A Plant Mix		US 78	McNutt Creek Road	6681	1.27
Pete Dickens Road - A Treatment	52	McNutt Creek Road	SR 316 Dead End	2413	0.46
Pete Dickens Road - B	52	Aiken Road	Dead End at 316	1332	0.25
Pete Dickens Road - C	52	US 29	Aiken Road	2208	0.42
Pleasant Hill Road	254	US 78	Cul-de-sac 90x90	2395	0.45

Price Mill Road - A		City Limits	Morgan County Line	13409	2.54
Price Mill Road - B	540	US 441	City Limits	2727	0.52
Puritan Road East - A		US 441	New Asphalt	2374	0.45
Puritan Road East - B		New Asphalt	Dead End	1353	0.26
Rays Church Road	16	SR 53	Hillsboro Road	16376	3.10
Ridgeway Road		Moore's Ford Road	Lane Creek Road	5063	0.96
Rocky Branch Road - A		Malcom Bridge Road	SR 53	9786	1.85
Rocky Branch Road - B	45, 51	Mars Hill Road	Malcom Bridge Road	10668	2.02
Ruth Jackson Road		US 78	US 78	13998	2.65
Salem Road	423	Old Farmington Road	Greene County Line	29409	5.57
Sam Cooper Road	267	Colham Ferry Road	Dead End	4465	0.85
Saxon Road		Colham Ferry Road	Elder Mill Road	9021	1.71
Sikes Road		SR 53	Barber Creek Road	7120	1.35
Simonton Bridge Road		SR 15	Clarke County Line	15292	2.90
Sims Drive	266	Old Epps Bridge Road	Cul-de-sac 90x90	1118	0.21
Sims Road	171	Hebron Church Road	Barrow County Line	3659	0.69
Snows Mill Road		SR 53	Walton County Line	16471	3.12
Still Road	304	SR 53	Hebron Church Road	3616	0.68
Sweetie Johnson Road	227	SR 186	Dead End	1221	0.23
Union Church Road - A		SR 53	New High Shoals Road	8563	1.62
Union Church Road - B	269	New High Shoals Road	SR 186	7336	1.39
V W Osborne Road					0.50
Virgil Langford Road - A		Jennings Mill Road	SR 316	3829	0.73
Virgil Langford Road - B	37	SR 316	Mars Hill Road	2175	0.41
Watson Springs Road		Antioch Church Road	Colham Ferry Road	15982	3.03
Welbrook Road	208	Hog Mountain Road	Willow Ridge	6931	1.31
Whippoorwill Road		Elder Road	Union Church Road	13185	2.50

192.56

## Exhibit B : County Unpaved Roads

Road Name	Length
Dewey Road	0.2
Glass Road	0.2
Dillard Road	0.2
Potter Road	0.5
Boyd Road	0.2
R.D. Mack Road	0.4
Carithers Road	0.5
Goat Farm Road	0.2
Thorton Drive	0.2
Lake Oconee Road	0.5
Rogers Road	0.6
Plantation Drive	0.5
Old Rocky Branch Road	0.5
Autry Road	0.3
Lynn Drive	0.1
Will Usher Road	0.1
Tarpley Lane	0.2
Rose Creek Drive	0.57
Hardigree Bell Road	0.79
Thomas Road	0.31
Kelly Lane	0.17
Burger Road	0.54
Marshall Store Road	0.8
Hale Road	1.52
Peck Circle	0.5
Phillips Road	0.45
J.T. Elder Road	1.6
Middlebrooks Road	1.1
Old Madison Highway	0.9
Leachman Road	0.21
Branch Road	1.55
Freeman Creek Road	2.52
Elder Road Extension	0.35
Old Farmington Road	2.25
Elder Mill Road	0.6
Saxon Road Extension	0.2
Black Ike Road	2.4
Old Watson Springs Road	2.2
Fambrough Cemetary Road	0.3

Road Name	Length
Fambrough Bridge Road	2
Marshall Wilkes Road	1
Sunset Ridge	0.8
Old Greensboro Road Extension	0.08
Doc Hardigree Road	0.2
Cedar Road	1.4
Oakwood Drive	0.5
Crawford Mill Road	0.14
<b>TOTAL</b>	<b>33.35</b>

### Exhibit C : Do Not Spray List

Road Name
2000 Ray's Church Road
390 Ray's Church Road
2961 Flat Rock Road - Ken Starrett's Organic Farm (706) 769-8313
Corner of Epps Bridge Road & Mars Hill Road. Wildflower Project. Sign present.
2361 Dial's Mill Road
4690 Greensboro Highway - Nathan Mealear, directly across from SR 15 from Oliver Bridge Road.
1170 Wire Bridge Road - Fred Ray
1030 Bell Road - Bill Baker, Corner of Bell Road and Mars Hill Road.
1231 Oliver Bridge Road - Robert Wood
1771 Oliver Brige Road - Linda Kendall
2411 Oliver Bridge Road - Neal Coley
1590 Simonton Bridge Road - Anthony Lynn, stop at driveway.
165 Roberts Road - Dr. Jarvis Green
2010 Whippoorwill Road - Mary Anne Stipe
Within Bishop city limits. Also, 150 ft along Nedra Johnson's property on Price Mill Road.
1110 Watson Springs Road - Carol Gornto (off Antioch Church Rd.) Do not spray from corner on right side all the way to creek.
1651 Antioch Church Road - Doug Smith, 1400 ft. frontage fenced in. (706) 769-0111
1520 Saxon Road - Freddie Smith
140 Colham Ferry Road - Mr. Hardigree
145 Colham Ferry Road - Mr. Hardigree
1590 Colham Ferry Road - Barbara Schnittjer
4040 Colham Ferry Road - Eric Jenson, corner of Colham Ferry Rd & Mayne Mill Rd or around tree in middle of road.
3060 Flat Rock Road - Dan Davis
1600 to 1620 Jerusalem Road - Greg Durham
1600 to 1720 Carruth Road - Greg Durham, on right side.
1070 Jerusalem Road - Ronnie Smith
1030 Skipstone Drive - Cliff Crites, corner of Barnett Shoals Rd & Skipstone Drive.
1551 Astondale Road - Ronald Phillips
2340 Hebron Church Road - Gwen Evans
1560 Old Salem Road
1571 Gober Road - Rita Duncan



RFP #21-08-001

Roadside Maintenance  
**Solicitor's Checklist**

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

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

**ITEM DESCRIPTION**

---

- Cost Proposal - Mowing
- Cost Proposal - Spraying
- Solicitor's Information
- Addenda Acknowledgment
- Partnership Certificate
- Corporate Certificate
- Individual Certificate
- Certification of Statement of Non-Collusion Affidavit
- Georgia Security & Immigration Compliance (GSIC) Act Affidavit
- Affidavit Verifying Status for County Public Benefit Application S.A.V.E. Affidavit
- Oath of Solicitor
- Drug-Free Workplace Certificate
- W-9
- Copy of Any Licenses/Certifications

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



**COST PROPOSAL FOR MOWING  
RFP# 21-08-001**

Please use this COST PROPOSAL 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 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 HAVE AN OCCUPATIONAL TAX LICENSE IN THE STATE OF GEORGIA? \_\_\_\_\_

LICENSED BY WHAT CITY/COUNTY? \_\_\_\_\_

OCCUPATIONAL TAX LICENSE # \_\_\_\_\_ FEDERAL TAX ID # \_\_\_\_\_

INDICATE LEGAL FORM OF BIDDER:

CORPORATION\_\_\_\_ PARTNERSHIP\_\_\_\_ INDIVIDUAL\_\_\_\_ OTHER (SPECIFY)\_\_\_\_\_

DO YOU PLAN TO SUBCONTRACT ANY PORTION OF THE PROJECT? YES\_\_\_\_ NO\_\_\_\_

THE UNDERSIGNED HEREBY PROPOSES THE ATTACHED COST PROPOSAL TO RFP# 21-08-001, ISSUED BY OCONEE COUNTY ON AUGUST 20, 2020. ANY EXCEPTIONS SHALL BE CLEARLY MARKED IN THE ATTACHED COPY OF THE RFP.

1. LUMP SUM PRICE \$ \_\_\_\_\_ ANNUAL MOWING SERVICES

WRITTEN PRICE \_\_\_\_\_

2. COST PER HOUR FOR ADDITIONAL LITTER REMOVAL SERVICES \$ \_\_\_\_\_

\* A SEPARATE SHEET MAY BE ATTACHED IF CONTRACTOR WISHES TO ADD MORE DETAIL COST INFORMATION.

\_\_\_\_\_  
FIRM/COMPANY (PRINTED)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CONTRACTOR/BIDDER, TITLE (PRINTED)

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
SIGNATURE/DATE

\_\_\_\_\_  
PHONE/FAX



**COST PROPOSAL FOR SPRAYING**  
**RFP# 21-08-001**

Please use this COST PROPOSAL Form to indicate the cost for this project. Your total cost must include ALL fees, equipment, 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 documents required per the OWNER 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.

Line No.	Application	Estimated Qty	Price/Mile	Application Price
1	1st Application (Early April)	192 miles		
	Herbicide Manufacturer & Trade Name			
	_____	_____		
	_____	_____		
	(in crop areas)	(in non-crop areas)		
	Application	Estimated Qty	Price/Mile	Unit Price
2	2nd Application (Late July)	192 miles		
	Herbicide Manufacturer & Trade Name			
	_____	_____		
	_____	_____		
	(in crop areas)	(in non-crop areas)		
			Total Bid Amount \$ _____	

\_\_\_\_\_  
 FIRM/COMPANY (PRINTED)

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 REPRESENTATIVE NAME, TITLE (PRINTED)

\_\_\_\_\_  
 EMAIL

\_\_\_\_\_  
 SIGNATURE/DATE

\_\_\_\_\_  
 PHONE/FAX



**RFP# 21-08-001  
Roadside Maintenance**

**Addenda Acknowledgement**

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

Addendum No./Date \_\_\_\_\_

Addendum No./Date \_\_\_\_\_

Addendum No./Date \_\_\_\_\_

Addendum No./Date \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

***Bidders must acknowledge any issued addenda. Bids which fail to acknowledge the Contractor's receipt of any addendum 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 A PART OF YOUR BID**





**RFP# 21-08-001  
Roadside Maintenance**

**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 that 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

(SEAL)

My Commission Expires:  
\_\_\_\_\_  
(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# 21-08-001**  
**Roadside Maintenance**  
**Corporate Certificate**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing bid; that \_\_\_\_\_, who signed said bid in behalf of 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# 21-08-001**  
**Roadside Maintenance**  
**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 he executed the same.

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

(SEAL)

My Commission Expires

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

(SEAL)



**RFP# 21-08-001  
Roadside Maintenance**

**NON-COLLUSION AFFIDAVIT**

---

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 to 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)

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



**RFP# 21-08-001  
Roadside Maintenance**

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

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

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

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

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

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

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

Wes Geddings  
Oconee County Finance Director  
23 N. Main Street, Suite 206  
Watkinsville, GA 30677  
Fax: (706) 310-3574  
Email: [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us)



**RFP# 21-08-001  
Roadside Maintenance**

**Immigration and Security Form  
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

<b>Contractor's Name:</b>	
<b>County Solicitation Number</b>	

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

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

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

\_\_\_\_\_  
Date

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

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

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

[NOTARY SEAL]

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

My Commission Expires:

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

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



**Affidavit Verifying Status for County Public Benefit Application  
(SAVE 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)(1), 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 Commission Expires: \_\_\_\_\_



## Oath of Solicitor

STATE OF GEORGIA COUNTY OF  
OCONEE

### OATH OF SOLICITOR

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, \_\_\_\_\_, (*insert name*), who, after being duly sworn, deposes as follows:

I, \_\_\_\_\_, (*insert name*), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, \_\_\_\_\_ (*insert name*) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (*city*), \_\_\_\_\_ (*state*).

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

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Print Title of Affiant

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

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





**RFP# 21-08-001  
Roadside Maintenance**

**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.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<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> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <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      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</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> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

**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), ABLE 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.