INVITATION FOR SEALED PROPOSALS

RFQ No. 2026-09
Engineering Services for the
City of Hampton, Georgia

SCHEDULE OF EVENTS	DATE
DELIVERY OF PROPOSAL LOCATION AND PUBLIC OPENING DATE (Hand or Special Delivery): City of Hampton Attn: Office of the City Manager 17 East Main Street South Hampton, GA 30228	Tuesday, December 1, 2026 1:00 p.m. (EST)

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1. INFORMATION AND INSTRUCTION TO PROPONENTS

1.1 **Services Required:** Their Request for Qualifications ("RFQ") is for qualified Proponents ("Proponent" or "Proponents") to provide Engineering Services necessary and incidental to the City of Hampton, Georgia ("City").

1.2 **Solicitation Method:** Their solicitation is being conducted in accordance with all applicable provisions of the City Code requirements. By submitting a Proposal in reference to their solicitation, a Proponent acknowledges that it is familiar with all laws applicable to their solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into their RFQ by reference.

1.3 **Minimum Qualifications:** Each Proponent and team member shall have the minimum experience set forth in their RFQ.

1.4 **Certificate of Authority to Transact Business in Georgia:** Each Proponent must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its bid. Their requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Proponents.

1.5 **Business License:** Proponent is requested to submit a copy of its current, valid business license with its Proposal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.

1.6 **Professional License:** Proponent must attach a copy any professional license required by their RFQ with its response.

1.7 **No Offer by City and Firm Offer by Proponent:** Their solicitation does not constitute an offer by the City to enter into an agreement and cannot be accepted by any Proponent to form an Agreement. Their solicitation is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except as provided in their RFQ, and other applicable law.

1.8 **Proposal Duration:** Proposals submitted in response to their RFQ shall remain valid for ninety (90) calendar days from the Qualification Submission Deadline and must be marked as such. **Qualification Submission Deadline:** Responses to their RFQ will be received until **1:00 P.M., Eastern Standard Time (E.S.T.) on Tuesday, December 1, 2026** at 17 East Main Street South, Attn: Office of the City Manager, Hampton, Georgia. Late Proposals will not be considered.

1.9 **Solicitation Questions/Prohibited Contacts:** Any questions regarding their RFQ should be submitted in writing to City of Hampton, Attn: Office of the City Manager, 17 East Main Street South, Hampton, Georgia 30228 or emailed to wmoore@hamptonga.gov, on or before **Monday, November, 2 at 5:00 P.M., E.S.T.** Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for their solicitation by monitoring the City's website at https://hamptonga.gov/pages/business/bid-opportunities . No Proponent may rely on any verbal response to any question submitted concerning their RFQ. All Proponents and representatives of Proponents are strictly prohibited from contacting any other City employees, City Officials or any third-party representatives of the City on any matter having to do with their RFQ.

1.10 **Ownership of Qualification Statements:** Each Qualification Statement submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion. The City shall not be liable for any qualification statement preparation costs incurred by Proponents.

1.11 **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under their paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]".

1.12 **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Qualification Statement. The City will review the Financial Information disclosed by Proponent and attached to their RFQ. Further, if their RFQ requires a successful Proponent that is awarded an Agreement pursuant to their solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Qualification a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it Proponent.

1.13 Examination of Qualification Documents:

1.13.1 Each Proponent is responsible for examining with appropriate care the complete RFQ and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all qualifications in the Qualifications Statement.

1.13.2 Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Qualification Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFQ. Replies to such notices may be made in the form of an addendum to the RFQ, which will be issued simultaneously to all potential Proponents.

1.13.3 The City may in accordance with applicable law, by Addendum, modify any provision or part of the RFQ at any time prior to the Qualification Submittal due date and time.

1.13.4 Each Proponent must confirm Addenda has been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.

1.14 **Solicitation cancellation or rejection of Proposal**. The City may waive any technicalities and formalities in the qualification statement received. Additionally, the City reserves the right to cancel the RFQ in its entirety. Proponents may withdraw their qualification Statement as long as it is done prior to opening. Proponents must submit on company letterhead the request to withdrawal their qualification statement. Withdrawal is not automatically granted and will be allowed solely at the City of Hampton's discretion.

1.15 **Award and Execution of Agreement:** If the City awards an Agreement pursuant to their solicitation, the City will prepare and forward to the Proponent an Agreement for execution. Upon approval of the Proponent by the City of Hampton, the City will provide the Successful Proponent with an unsigned Agreement. The Proponent shall execute and return three (3) Agreements, with required insurance certificates and other documents as listed in their RFQ or required by the City, within no more than ten (10) calendar days from receipt of the Agreements.

1.16 **Illegal Immigration Reform and Enforcement Act**: Their RFQ is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Proponent Affidavit, Illegal Immigration Reform and Enforcement Act Forms attached herein Appendix B, Required Form Submittals must be submitted with the Proposal at the time of submission. Under State Law, the City cannot consider any Proposal, which does not include the completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN)

from the Internal Revenue Service, Proponent must complete the Proponent Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Proponent Affidavit. It is not the intent of their notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll. Additional information on completing and submitting the Proponent Affidavit can be found preceding their form in their RFQ.

1.17 **Multiple Awards**: The City reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Proponents.

1.18 **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in their RFQ.

1.19 **Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict of interest provisions of their RFQ. The City reserves the right to issue RFQs for specific projects that are independent of RFQ No.2020-100 Engineering Services for City of Hampton, Georgia. Except as stated in their RFQ these Instructions, and the Notice to Proponents concerning Conflicts of Interests, successful Proponents under their RFQ are not precluded from responding to such solicitations.

1.20 **Tax Exemption Status:** The City is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by City of Hampton. Exemption certificates furnished upon request.

1.21 **Codes, Permits, Fees, Licenses and Laws**: All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proponent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

1.22 **Negotiations/Best and Final Offers:** The City reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of their RFQ. The City may require the submission of Best and Final Offers and may require that their RFQ and Proponent's response be incorporated in full or in part as Contract Documents. The RFQ and all responses, supplemental information, and other submissions provided by Proponent during

discussions or negotiations may be held by the City as contractually binding upon Proponent. The City may seek clarification from a Proponent at any time during the procurement process, and failure of a Proponent to timely respond may be cause for rejection of Proponent's proposal.

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2. INTRODUCTION

The City of Hampton, Georgia is seeking Request of Qualifications from engineering firms to perform on-call engineering services. The consultant shall have the ability to provide in-house services, or the capacity to sublet services including but not limited to development plan review, construction inspections and certifications, general engineering design, surveying, GIS services, hydrology study review, public storm water, public streets, public sanitary sewer system, and all aspects of the City water and wastewater system.

Consultants who plan to sublet any of the required services of a project contained in their RFQ shall include the name of the company(ies) and description of project services that may be potentially sublet.

Their solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the contract term. The City intends to award contracts to approximately three (3) civil engineering firms; however, the exact number will be determined depending on the quality, diversity and responsiveness of the RFQ's received. The City does not guarantee a specific number or dollar amount of projects will be contracted.

General services may include but are not limited to the following:

A. Project Management
B. Construction Management
C. Contract Services including Construction Document, Bid Documents, and Specifications, etc.
D. Technical Reports and Feasibility Studies
E. Engineering and Design
F. Stormwater Management Plan (SWMP), Water Quality Monitoring and Annual MS4 Reporting
G. NPDES Permit Phase II MS4 Inspections of City facilities and Annual Phase II Reporting
H. Water and Wastewater
I. Development Plan Review
J. GIS Database Design, Development and Support
K. Boundary and Topographic Surveys, Staking, Easement Plats, As-Builts, etc.

Additional professional services may be added at the discretion of the OWNER, under the terms of their agreement.

3. SCOPE OF WORK

The Proponent shall provide Engineering Services to the City of Hampton, Georgia as specified in their RFQ and Attachment A: Scope of Work (SOW) attached hereto and incorporated herein by reference.

4. MINIMUM REQUIREMENTS

The Proponent shall have Georgia Department of Transportation certifications in their respective areas.

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5. EVALUATION PROCESS

The City desires to select a Proponent whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the criteria specified in their RFQ as follows:

Relative Weight	ITEM FOR EVALUATION	Scoring Value Maximum Points
5%	Executive Summary	5
30%	Technical and Management Approach	30
15%	Experience and Qualification of Key Staff	20
30%	Experience and Performance on Other Projects	10
10%	Organizational and Financial Capability	5
10%	Fee Schedule	30
100%	**TOTAL SCORE**	100

6. PROPOSAL PREPARATION AND GUIDELINES

6.1 Proposal Format

6.1.1 **Labeling of Submittal**: Proponents are required to submit their proposals labeled as described under section 8.4 of their RFQ.

6.1.2 **Letter of Transmittal**: The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain statements and information as listed below:

6.1.2.1 Company name, address, phone number(s), and website.

6.1.2.2 Name, title email address and phone number of the person to contact and who are authorized to represent the firm and to whom correspondence should be directed.

6.1.2.3 Federal and State tax payer identification number of the firm.

A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified.

6.1.2.4 Letter must be signed by a corporate officer or person authorized to bind the vendor to the proposal and cost schedule.

6.1.3 Fee Schedule: The Fee Schedule is required affixed and **returned in a Separate and Sealed Envelope with Proponent's proposal**. The Fee Schedule will become a part of the Agreement following negotiations, if any, pursuant to any award. The City may solicit Best and Final Offers, and discussions may be conducted with responsible proponents who submit qualifications determined reasonably susceptible to being selected for award. **Please do not include exceptions to the RFQ in the sealed Fee Schedule.**

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7. APPENDICES

APPENDIX A: INSURANCE REQUIREMENTS AND BONDING

8.1 Insurance Requirements

The proponent shall be responsible for their/her work and every part thereof and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with their project. The proponent assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for and of all damage or injury to any person or property where located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work. The proponent shall, during the continuance of all work under the contract, provide the following:

8.1.1 **Statutory Worker's Compensation and Employer's Liability insurance** as required by the Labor Code of the State of Georgia and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

8.1.2 **Commercial General Liability Insurance**-The proponent agrees to maintain Commercial General Liability Insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence subject to a Two Million Dollars ($2,000,000) aggregate. The policy shall include the City of Hampton, its officers and its employees, as additional insured, with primary overage as respects of the City of Hampton, its officers and its employees, all contain a severability of interest provisions.

8.1.3 **Professional Liability coverage-** The proponent must procure and maintain Professional Liability Coverage with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate.

8.1.4 Certificates of insurance shall be provided by the Proponent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8.1.5 Failure on the part of the Proponent to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the Agreement, or at is discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contract to the City upon demand, or the City may offset the cost of the

premiums against any monies due Proponent from the City.

8.1.6 <u>Indemnification</u>

Proponents shall agree to indemnify, defend, save and otherwise hold harmless the, GA, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection with the work covered by their contract, except to the extent that such loss results from the negligence of The City of Hampton, GA. Their indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of the Agreement and continue for a period of two (2) years after termination thereof. The successful Proponent shall protect The City of Hampton, GA from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Proponent. Their indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Proponent shall be responsible for primary loss investigation, defense and judgment costs where their indemnification is applicable. Proponent shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of the City of Hampton, Georgia, its departments, all elected and appointed officials for losses arising or alleged to have arisen out of any work performed in relation to the contract.

8.2 **<u>Bonding Requirements</u>**:

There are no Bonding Requirements for their RFQ.

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APPENDIX B: REQUIRED FORM SUBMITTALS

8.3 Failure to submit any of the items below may cause rejection of the Proposal.

___Vendor's Information Form
___Vendor's Execution of Proposal Form
___W-9 Form
___Business Entity Certificate
___Non-Conflict of Interest
___Non-Collusion Affidavit
___Acknowledgement of Proponent
___Reference and Release Form
___Acknowledgement of Insurance Requirements
___Certificate of Authority-Joint Venture
___Illegal Immigration Reform Act-Proponent Affidavit
___Illegal Immigration Reform Act-Sub-proponent Affidavit
___Sub-proponent Information Sheet
___Copy of Business License

8.4 Label the Sealed Bid Envelope as follows:

From: _____
_____
_____

RFQ#2026-09 Engineering Services for the City of Hampton, Georgia

RFQ OPENING DATE:_____

DELIVER ONLY TO :
City of Hampton Attn:
James Turner, Interim City Manager
17 East Main Street South
Hampton, GA 30228

CITY OF HAMPTON

VENDOR'S INFORMATION FORM

Legal Business Name: _____

Street Address: _____

City, State & Zip: _____

Type of Business: State of Registration: _____

Name & Title of Authorized Signer: _____

Primary Contact: _____

Phone Fax: _____

Email: _____

Company Website: _____

Has your company ever been debarred from doing business with any federal, state or local agency: Yes_____No_____

If yes, please state the agency name, dates, and reason for debarment.

_____

_____

_____

Their page must be completed and submitted with proposal

CITY OF HAMPTON

VENDOR'S EXECUTION OF PROPOSAL FORM

Date: _____

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

_____That their Request for Proposal was signed by an authorized representative of the firm.

_____That the potential Proponent has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____That all fees are listed in the Fee Schedule.

_____That the potential Proponent agrees to the conditions as set forth in their Request for Qualifications with no exceptions.

Therefore, in compliance with the foregoing proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if their proposal is accepted within ninety (90) days from the date of opening, to furnish the services for the prices quoted within the timeframe required.

_____
Business Name

_____
Authorized Signature Date

_____
Typed Name & Title

Their page must be completed and submitted with proposal

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: 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 **not** 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.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **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.*

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Their page must be completed and submitted with proposal

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. 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*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *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* 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[1]
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[2]
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[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
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[4]
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
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

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

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

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

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* 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*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *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.

CITY OF HAMPTON

BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I,_____, certify that I am the _____ _____ (title) of the Corporation named as Bidder herein, same being organized and incorporated to do business under the laws of the State of_____; that _____who executed their Bid on behalf of the Bidder was, then and there,_____(title) and that said Bid was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

Their_____day of_____, 20_.

_____
(Printed Name)

_____
(Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC AND OTHER ENTITIES

I,_____, certify that I am authorized to sign to commit_____named a Bidder in the foregoing Bid. That said company is formed under the laws of the State of_____.
Their____day of_____, 20_____.

_____
(Printed Name)

_____
(Signature)

Their page must be completed and submitted with proposal

CITY OF HAMPTON

NON-CONFLICT OF INTEREST

By submitting a proposal in response to their solicitation, Proponent represents that in the preparation and submission of their proposal, said Proponent did not either directly or indirectly, enter into any combination or arrangement with any person, Proponent, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid or proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Proponent certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for the City of Hampton, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from their Request for Qualifications.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

Their page must be completed and submitted with proposal

CITY OF HAMPTON

NON-COLLUSION AFFIDAVIT

I,_____of the City of_____, in the County of

_____, and the State of_____, of full age, being duly sworn

according to law on my oath depose and say that: I am _____

of the firm of_____.

The respondent making the Proposal for the above named Contract, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said Proposal and in their affidavit are true and correct, and made with full knowledge that the City of Hampton relied upon the truth of the statements contained in said Proposal and in the statements contained in their affidavit in awarding the Contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

_____
(Name of Vendor)

Subscribed and sworn to before me

Their_____day of_____, 20_____.

_____
(Signature of Notary Public)

Notary Public of _____

My Commission expires_____, 20_____

Their page must be completed and submitted with proposal

CITY OF HAMPTON

ACKNOWLEDGEMENT OF PROPONENT

STATE OF GEORGIA
COUNTY OF HENRY

Before me, the undersigned authority a Notary Public in and for the State of _____, on their day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing proposal submitted by_____hereafter called "Proponent" is duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proponent affirms that it is duly authorized to execute their Proposal, that their company, corporation, firm, partnership or individual has not prepared its proposal in collusion with any other Proponent, and that the contents of their proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in their type of business prior to the official opening of their proposal.

The undersigned certifies that the proposed costs contained in their proposal have been carefully checked and are submitted as correct and final and if proposal is accepted, agrees to furnish the articles and/or services listed and offered in their document at the prices and terms stated, subject to the conditions and specifications of their Request for Proposal.

Proponent Information:

_____ _____
(Company) (Signature)

_____ _____
(Address) (Printed Name)

_____ _____
(City, State, Zip) (Title)

Sworn to and subscribed before me their_____day of_____20___.

_____
Notary Public in and for the State of_____
(Seal)

Their page must be completed and submitted with proposal

CITY OF HAMPTON

REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime proponent and each proposed sub-proponent using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Proponent's experience and ability to perform the type of services listed in the RFQ.

Reference #1:

Name of Company/Entity:_____

Mailing Address:_____

City/State/Zip Code: _____

Contact Person Name:_____

Contract Person Phone No.: _____

Date Work Performed:_____

Brief Description of Work Performed: _____

_____

Reference #2:

Name of Company/Entity:_____

Mailing Address:_____

City/State/Zip Code: _____

Contact Person Name:_____

Contract Person Phone No.: _____

Date Work Performed:_____

Brief Description of Work Performed: _____

_____

Reference #3:

Name of Company/Entity:_____

Mailing Address:_____

City/State/Zip Code: _____

Contact Person Name:_____

Contract Person Phone No.: _____

Date Work Performed:_____

Brief Description of Work Performed: _____

_____

Reference #4:

Name of Company/Entity:_____

Mailing Address:_____

City/State/Zip Code: _____

Contact Person Name:_____

Contract Person Phone No.: _____

Date Work Performed:_____

Brief Description of Work Performed: _____

_____

REFERENCE CHECK RELEASE STATEMENT

I hereby authorize you to contact the references provided above for purposes of the RFQ.

Signed_____Title_____
(Authorized Signature)

Company Name_____☐ Proponent

☐ Sub-proponent Date_____

Their page must be completed and submitted with proposal

CITY OF HAMPTON

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I_____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in RFQ No. 2026-09 Engineering Services for the City of Hampton, Georgia pertaining to insurance and/or bonding.

Proponent understands that it is required to share the City's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay**. Proponent understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date proponent receives a final contract from the City, may result in the forfeiture of the bid guarantee submitted with its proposal and/or the disqualification of Proponent from further consideration for the contract.**

By executing their Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____ _____. Further by signing below, I represent that _____understands and agrees to unconditionally comply with all requirements related to bonding and/or insurance contained in the City's contract attached hereto as Appendix A.

Date:_____, 20_.

Corporate Proponent

_____
Name:_____
Title: _____

_____
Notary Public (Seal)
My Commission Expires:_____

Non-Corporate Proponent

_____
Name:_____
Title: _____

_____
Notary Public (Seal)
My Commission Expires: _____

Their page must be completed and submitted with proposal

CITY OF HAMPTON

CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I,_____, certify that:
(Name of secretary if Venturer is a corporation, Manager, or CEO if Venturer is a LLP of Venturer)

- I am the_____of_____, (hereinafter "Venturer");
  (Title of person executing Certification) (Name of joint venture partner)
- Venturer is a partner and participation in the joint venture having submitted the Request for Proposal No. 2020-100 for Engineering Service.
- Venturer is organized and incorporated to do business under the laws of the State of _____; and
- Said Request for Proposal No. 2020-100 was duly signed by said officer for and on behalf of said Venturer and the Proponent pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of their date are as follows:

_____

_____

_____

Their_____day of_____, 20_____.

By:_____
Signature of Person Executing Certification

Their page must be completed and submitted with proposal

CITY OF HAMPTON

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

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

By executing their affidavit, the undersigned proponent verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for services on behalf of **The City of Hampton**, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned proponent will continue to use the federal work authorization program throughout the contract period and the undersigned proponent will contract for the physical performance of services in satisfaction of such contract only with sub-proponents who present an affidavit to the proponent with the information required by O.C.G.A. § 13-10-91(b). Proponent hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____
Name of Proponent

RFQ No. 2020 -100 Engineering Services Name of Project

The City of Hampton
Name of Public Employer

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

Executed on_____, 20___in_____(City),_____(State).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on their the____day of_____. 20____.

_____ _____
Notary public My Commission Expires

:

Their page must be completed and submitted with proposal

CITY OF HAMPTON

ILLEGAL IMMIGRATION AND ENFORCEMENT ACT

SUB-PROPONENT AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing their affidavit, the undersigned sub-proponent verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____(name of proponent)) on behalf of the **City of Hampton** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-proponent will continue to use the federal work authorization program throughout the contract period and the undersigned sub-proponent will contract for the physical performance of services in satisfaction of such contract only with sub-sub-proponents who present an affidavit to the sub-proponent with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned sub-proponent will forward notice of the receipt of an affidavit from a sub-sub-proponent to the proponent within five business days of receipt. If the undersigned sub-proponent receives notice of receipt of an affidavit from any sub- sub-proponent that has contracted with a sub-sub-proponent to forward, within five business days of receipt, a copy of such notice to the proponent. Sub-proponent hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____
Name of Sub-Proponent

RFQ No. 2026-09 Engineering Services Name of Project

The City of Hampton
Name of Public Employer

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

Executed on_____,_____, 20___in_____(County),_____(State)

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on their_____, day of_____, 20___.

_____ _____
Notary Public (Seal) My Commission Expires

Their page must be completed and submitted with proposal

8. ATTACHMENTS

Attachment A:

Scope of Work
RFQ 2026-09
Engineering Services

The ENGINEER will work with the OWNER to coordinate and integrate the overall management; engineering design; and construction review for each project assigned. In general, the ENGINEER will oversee project management & planning, scope development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the OWNER.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the OWNER and the ENGINEER for each specific project, report, study, task, etc. (unless directed otherwise by the OWNER), which will specify the scope of services, schedule, and fee arrangement. Each TOF will reference their AGREEMENT and be an amendment to their AGREEMENT. The OWNER has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

It will be the responsibility of the ENGINEER to periodically update the OWNER regarding incurred fees for the various projects under their AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed, to by the OWNER. ENGINEER and OWNER will also periodically review project progress and schedules to ensure timely completion of work.

The ENGINEER will include the necessary documentation pertaining to any proposed, or anticipated, subconsultants within the TOF for review and approval by OWNER prior to implementation of the specific work task. Prior to engaging the services of a subconsultant, designated representatives from the OWNER and ENGINEER will discuss the project specific needs, budget and schedule factors that must be adhered to. The designated representatives will then proceed with a course of action to identify and select a qualified subconsultant. Once the list of subconsultants is identified, the designated representatives will then establish a selection process that is mutually agreeable to both parties. It is anticipated that the process will likely involve one of the following processes:

1. Direct selection of a specific subconsultant that is most qualified to perform the desired services;
2. Solicitation of qualifications from various subconsultants followed by issuance of a Request for Proposals (RFQ) from a specified list;
3. Other appropriate methods of selecting qualified professionals to assist with the provision of professional services.

In each case, where a subconsultant is anticipated to be contracted to perform professional services to the City under their AGREEMENT, the selection process will include representatives from both the OWNER and ENGINEER unless the OWNER directs the ENGINEER otherwise.

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1: GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

Description. ENGINEER shall serve as Consulting Engineer to OWNER and shall provide project management and consulting engineering services, from time to time, as requested by OWNER. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the OWNER. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:

a) Review of existing system data and providing of advice pertaining to operations, planning, expansion, repair or other matters that may be of concern to OWNER.
b) Serve as consulting engineer on behalf of the OWNER to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
c) Preparation of engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by OWNER.
d) Serve as engineering liaison for the OWNER to various local, state and federal agencies that may have jurisdiction over certain aspects of OWNER'S operations.
e) Provide other engineering related services as may be requested and authorized by the OWNER.

SECTION 2: BASIC ENGINEERING SERVICES

Basic Engineering Services include those services normally associated with project management and engineering design for stormwater, water & sewer and public works related projects. Engineering services will typically include, but not be limited, to the following:

a) Preliminary Design and Planning Phase, the ENGINEER shall:

    i. In consultation with OWNER, and based on the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects specified by the OWNER.
    ii. Advise OWNER if additional data or professional services of the types described in their AGREEMENT are necessary and procure the necessary services.
    iii. Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.
    iv. Provide coordination, permitting, and managerial assistance to the OWNER regarding utility relocation, easements, R/W acquisition, etc. as specifically requested by the OWNER.

b) Comprehensive Design Phase, the ENGINEER shall:

    i. Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.

ii. Represent the OWNER at public hearings and City meetings with applicable regulatory agencies and/or City Council and City Staff.
iii. Preparation of detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.
iv. Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
v. Advise OWNER of potential adjustments as it relates to total project costs resulting from changes in project scope, extent or character or design requirements of the project or construction costs.
vi. Furnish no more than five copies of design plans, specifications and documents for approval by the OWNER, their representatives, and applicable regulatory authorities.

c) Pre-Construction Phase, the ENGINEER shall:

i. Pre-qualify, when possible, proponents for bidding the various pro jects.
ii. Assist OWNER in advertising for and obtaining bids or negotiating contracts for each construction project and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
iii. Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.
iv. Consult with OWNER concerning, and determine, the acceptability of substitute materials and equipment proposed by Proponent(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
v. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the proponent's insurance and bonding capabilities meet the OWNER's requirements.

d) Construction Phase Services, the ENGINEER shall:

i. ENGINEER will arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
ii. ENGINEER will review the PROPONENT's work schedule to ensure general conformance with preliminary schedules developed by the OWNER and ENGINEER. Appropriate modifications will be recommended to PROPONENT in effort to ensure efficiency in the construction process. ENGINEER will notify the OWNER if significant discrepancies exist in the PROPONENT's schedule as compared to the agreed upon construction schedule with the applicable parties.

iii. ENGINEER shall serve as the OWNER's representative with duties and limitations of responsibility and authority as stated in the general conditions of construction Contract Documents. Except as provided herein or mutually agreed by the parties for any specific project, the "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT" by Engineers Joint Contract Documents Committee (EJCDC No. 1910-8, 1996 edition), which by reference is incorporated herein, shall be used.

iv. ENGINEER shall visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the PROPONENT's work and shall keep OWNER informed of same.

v. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process PROPONENT's change orders as required.

vi. Shop Drawings. ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data which PROPONENT(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve PROPONENT's shop drawings and provide approved copy of drawing to the OWNER prior to PROPONENT notification.

vii. Schedule Monitoring. ENGINEER will review and update PROPONENT(s) schedule(s) to monitor construction progress and to assist the PROPONENT in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the OWNER as necessary unless agreed otherwise.

viii. Applications for Payment. ENGINEER will review PROPONENT's applications for periodic payment to verify that amounts requested by the PROPONENT agree with actual progress of the work. Approved applications will be submitted to the OWNER for payment.

ix. Correspondence. ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).

x. Contract Closeout. ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to PROPONENT and may give written notice to OWNER and the PROPONENT that the work is acceptable (subject to any conditions therein expressed).

SECTION 3: SUPPLEMENTAL SERVICES

The services listed in their section will be provided to supplement the services outlined in the previous sections. If authorized by the OWNER, ENGINEER will furnish (or utilize the services of subconsultants/sub-proponents as necessary) these services under the terms of their AGREEMENT.

Examples of Supplemental Services include, but are not necessarily limited to, the following:

a) Geotechnical Engineering and related services.
b) Environmental Engineering and Assessment Services (i.e. environmental impact studies, water quality consulting, etc.).
c) Hydrogeology and Geology.
d) Supplemental, or extended, services made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract period, and (3) default by the Proponent.
e) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

SECTION 4: FEES AND PAYMENTS TO ENGINEER

Provide proposed fee schedules and rates as requested below:

a) 2026 UNIT BILLING RATES-Basic Service Rates Per Hour
b)
    i. For general consulting engineering services as outlined in their, OWNER shall pay ENGINEER the fee documented in the project specific Task Order Forms. Any additional unit rates for subconsultants contracted to provide specialized services for specific work tasks will be included in the project specific Task Order Forms.
    ii. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles (mileage), in-house reproduction, photocopying, use of company-owned equipment and routine expendable supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced "at cost" to the OWNER.
    iii. The ENGINEER stipulates that the hourly billing rates will be reviewed on an annual basis (January) to account for salary adjustments. The ENGINEER shall not increase the unit rates by more than 3% per year unless otherwise agreed to by the OWNER.
    iv. ENGINEER shall submit monthly invoices to OWNER (on or about the first of each month) in summary form and all ongoing project tasks will be included on the summary invoice. OWNER shall make payment to ENGINEER within thirty days from receipt of invoice.

SECTION 5: OWNER'S RESPONSIBILITIES

OWNER shall:

a) Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

b) Assist ENGINEER by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
c) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform their services.

d) Designate in writing a person (or persons) to act as OWNER's representative(s) with respect to the services to be rendered under their AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

SECTION 6: ENGINEER'S RESPONSIBILITIES

a) Project Management and Design. The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER, which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of their field of specialty or expertise.
b) Standard Professional Services. The ENGINEER by the execution of their AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of their profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of their AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.
c) Professional Liability Insurance. Simultaneous with the execution of their AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of their AGREEMENT, including future renewals thereof, the Engineer shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of $1,000,000 each claim, $2,000,000/year aggregate, with $5,000 per claim deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. ENGINEER shall furnish evidence of said coverage to OWNER in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to their AGREEMENT, notice of such fact shall be furnished to OWNER in writing, which event shall furnish OWNER the option to terminate their AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until thirty (30) days after written notice is given by ENGINEER or OWNER, via certified mail, return receipt requested. Engineer shall at all times during the terms of their AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT

for any reason, maintain continuity of coverage described in Section 6.3 against any liability directly indirectly resulting from engineer or its employees or agent's duties in connection with their AGREEMENT or any other acts or omissions of engineer or its respective employees or agents occurring in whole or in part during the term of their AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of their AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described in Section 6.3.

d) Personal Services. In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the OWNER is given, which event shall afford the OWNER the option to terminate their AGREEMENT.
e) Approval of Bonds by Bidders. Inasmuch as the ENGINEER will provide assistance to the OWNER in the bidding and negotiating of water & sewer and public works contracts, for which the successful proponent must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for Proponent's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and licensed and in good standing with Insurance Commission of the State of Georgia.
f) Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act. As a condition for entry of their AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of their AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of their AGREEMENT.

SECTION 7: GENERAL CONSIDERATIONS

a) Commencement. Their AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.

    i. Term of AGREEMENT. The initial term of their AGREEMENT shall be from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year at each March 15 for an additional four (4) years. Either party, upon giving 30 days written notice, may terminate their AGREEMENT at any time without cause. Termination of their AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under their AGREEMENT.
    ii. Authorized Representative. ENGINEER shall designate in writing a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under their AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to their AGREEMENT.

b) Successors and Assigns.

i. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to their AGREEMENT and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, AGREEMENTS and obligations of their AGREEMENT.

ii. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) their AGREEMENT without the written consent of the other.

iii. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

iv. Limitations of Responsibility. Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the OWNER, Proponents or other furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the OWNER, Proponents or other, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by Proponents nor assume responsibility for Proponent's failure to perform in accordance with Contract Documents.

v. Indemnification. The OWNER shall indemnify and hold harmless ENGINEER and all of its personnel from and against any claims, damages, loss and expenses {including attorney's fees) arising out of or resulting from the performance of the services under their AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the OWNER, its employees or agents (except ENGINEER). The ENGINEER's liability will be limited to the negligence, willful misconduct or omissions of its own employees, agents, sub-proponents and subconsultants and ENGINEER shall, and hereby, does indemnify OWNER from the same.

vi. Re-use of Documents. All documents including design plans, specifications and documents prepared by ENGINEER pursuant to their AGREEMENT are instruments of service in respect of the project. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the project or on any other project.

vii. Controlling Law. Their AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate their AGREEMENT was made and entered into in City of Hampton, Georgia, which shall be appropriate venue for any action brought relating thereto.

viii. Severability and Reformation. Any provision or part thereof of their AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that their AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

SECTION 8: REQUIRED PROPOSAL FORMAT

QUALIFIED CONSULTANTS shall provide their response in the following format:

A. Firm Introduction and Summary of Municipal Expertise (1 page)
B. Team Organizational Chart (1 page; identify PROJECT MANAGER assigned to City)
C. Resumes (only include resumes of management personnel who will be responsible for each category of service for the City of Hampton)
D. Consultant Expertise and Project Examples (maximum 10 pages)
E. Consultant Certifications and Licensure
F. References (1 page)
G. Hourly Rate Sheet (1 page)
H. Offerors Signature Page

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