INVITATION TO BID

ITB 2026-11-001

Boat Ramp Renovation

Issued Date: November 4, 2026

McDuffie County Board of Commissioners

INVITATION TO BID

ITB 2026-11-001

Boat Ramp Renovation

ISSUE DATE	**November 4, 2026**
CLOSING DATE & TIME	**December 4, 2026 at 2:00 PM** McDuffie County Board of Commissioners Commission Meeting Room 210 Railroad Street Thomson, GA 30824
SOLICITATION NUMBER	2026-11-001
ACCEPTANCE PLACE/AGENCY	McDuffie County County Manager Office 210 Railroad Street Thomson, GA 30824

***BID SUBMISSIONS THAT ARE HAND DELIVERED MUST BE RECEIVED AND INITIALED BY THE FINANCE DEPARTMENT.**

QUESTIONS & RESPONSES	Questions regarding this RFP shall be received in writing via email no later than **5:00 PM on November 23, 2026.** Responses will be provided via addenda no later than **5:00 PM on November 25, 2026.**
CONTACT	Brandon Burton, County Manager **bids@thomson-mcduffie.gov**

RFP documents can be downloaded from our website: Thomson-mcduffie.gov

McDuffie County Board of Commissioners
210 Railroad Street
Thomson, GA 30824

INVITATION TO BID
ITB 2026-11-001
Boat Ramp Renovations

Issue Date: November 4, 2026

McDuffie County Board of Commissioners is seeking bids for repair and renovation of two (2) concrete boat ramps. The work will consist of demolition and removal of existing concrete ramps, replacement of ramps with cast in place concrete, shoreline riprap, and erosion control.
Please see Section III of the solicitation documents for full scope of work.

Sealed responses will be accepted by the McDuffie County Finance Department located at 210 Railroad Street, Thomson GA. 30824, until **December 4, 2026, 2:00 PM.** Submissions that are hand delivered **must** be received and initialed by the County. Submissions that are mailed in should be sent to McDuffie County BOC County Manager 210 Railroad Street: Thomson, GA 30824. At the time and date above, sealed responses will be publicly opened and the names read aloud at the McDuffie County Board of Commissioners Administrative Building, Upstairs Conference Room. Submissions received after this time will not be accepted.

Each sealed envelope must be marked on the outside as "**Boat Ramp Renovations, ITB 2026-11-001**" and should include the respondent's name and address.

Questions regarding this RFP should be directed to Mr. Brandon Burton, County Manager via email at bids@thomson-mcduffie.gov and shall be received no later than **5:00 PM November 23, 2025.**

A site showing will be held on November 20, 2026 at 2pm at Raysville Campground, 6489 Lincolnton Rd NE, Thomson, GA 30824, 33.63809, -82.47704

Contract documents, including drawings and technical specifications are on file at McDuffie County Government Center, 210 Railroad Street, Thomson, GA 30824. Copies of the documents may be obtained at https://www.thomson-mcduffie.gov/Bids.aspx**. Documents are available in electronic PDF format free of charge.**

McDuffie County Board of Commissioners reserves the right to cancel this solicitation and/or reject any and all bids in whole or in part if McDuffie County determines that cancellation and/or rejections are advantageous to the County. Bids are legal and binding upon the Respondent when submitted. It will also be the responsibility of each respondent to obtain any addenda issued from the Procurement Office. The written solicitation documents supersede any verbal or written prior communication between the parties.

Chase N. Beggs
Chairman Board of Commissioners

SECTION I- GENERAL INSTRUCTIONS

ITB 2026-11-001

Boat Ramp Renovation

SECTION I- GENERAL INSTRUCTIONS

A. CONTACT PERSON

Bidders are encouraged to contact Mr. Brandon Burton, County Manager by email at bids@thomson-mcduffie.gov to clarify any part of the solicitation requirements. All questions shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this solicitation and may result in the disqualification of the Bidder's submittal.

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

C. BID SUBMISSIONS

One (1) unbound original must be received no later than **2:00 PM on November 4, 2026**. Bids must be submitted in a sealed envelope with the following clearly labeled on the outside **"Boat Ramp Renovations ITB 2026-11-001"** and should include the respondent's name and address. Each envelope should be addressed to:

McDuffie County Board of Commissioners
County Managers Office
210 Railroad Street
Thomson, GA 30824

Hard copies may be delivered to the above address ONLY between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays observed by the McDuffie County Government. Bid must meet the required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Submittals or modifications received after the due date and time will not be considered. McDuffie County assumes no responsibility for the premature opening of submittals not properly addressed and identified and/or delivered to the proper designation. Late proposals properly addressed to the McDuffie County Board of Commissioners shall be returned to the respondent unopened.

Each bid shall contain a completed copy of all provided county forms and documents.

1. Bidders Checklist
2. Bid Form

3. Bidders Declaration
4. Non-Discrimination
5. E-Verify Documentation
6. Georgia Security and Immigration Compliance Affidavit
7. Non-Collusion Affidavit
8. W9 Taxpayer ID Number
9. Business License
10. Addenda Acknowledgement Form (if applicable)

More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same of different names will not be considered. Reasonable grounds for believing any bidder is involved in more than one bid for the same work will cause the County to reject all bids from the Bidder. If the County believes collusion exists among bidders, bids from participants in collusion will not be considered.

Conditions, limitations, or provisions attached by the Bidder to the bid forms may cause its rejection. Bids containing items not included in the form of bids will be considered irregular.

ADDENDA AND INTERPRETATIONS

McDuffie County will issue responses to inquiries and any other corrections or amendments it deems necessary in a written addenda issued prior to the due date posted on the County's website under the bid information. Bidder should not rely on any representations, statements, or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued will prevail. Bidders are advised to check the website for addenda before submitting their bids.

Bidders shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the bid submittal. Bid submittals that fail to acknowledge the Bidder's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantially changes the owner's requirements.

Addenda may be issued to modify the bid document package as deemed necessary by McDuffie County.

ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

BID REQUIREMENTS

Bidder Qualifications

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

Examination of Bid Documents and Site

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

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

Copies of Bid Documents

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

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

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

Any part of the solicitation package may be modified by addenda.

SIGNATURE REQUIRED

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

MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by appropriate documents duly executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. Bid withdrawals will not prejudice the Bidder's rights to submit a new bid prior to the deadline for submitting bids.

After the period for receiving bids has expired, no bid may be withdrawn, modified, or explained, except as provided for in the article below.

AWARD OF CONTRACT

To the extent permitted by applicable state and federal laws and regulations, the County reserves the right to reject any and all bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate bids, incomplete or unbalanced unit prices, or other irregularities. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn within sixty (60) days after the opening date of bids. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by McDuffie County after verification is made by the applicant. However, under no circumstances can unit prices be changed.

Project will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject bids or award bids based upon anything other than the County's sole discretion as described herein.

The successful Bidder(s), upon his failure or refusal to execute and deliver the Contract and required bonds within fifteen (15) days after Notice of Award has been issued, shall forfeit to the County as liquidated damages the security deposit submitted with his bid.

POST AWARD DOCUMENTATION

Upon issuance of a Notice of Award, the selected Bidder will be required to submit the following:

- Certificate of Insurance (Refer to Section A below for requirements & certificate holder information)
- Payment & Performance Bonds (if applicable)
- Vendor Profile Form

Any documents required by the Bidder will be outlined in the Notice of Award. Once received, a Notice to Proceed can follow.

MCDUFFIE COUNTY INSURANCE REQUIREMENTS

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

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

Important:

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

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

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

Certificate Holder should read: McDuffie County Board of Commissioners
210 Railroad Street

Thomson, GA 30824

- Bidder shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Bidder agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by the Bidder at the Bidder's expense.
- No Bidder shall commence any work of any kind under this contract until all insurance requirements contained in this contract have been complied with and until evidence of such compliance satisfactory to McDuffie County as to form and content has been filed with McDuffie County.
- Compliance with the foregoing requirements as to carrying insurance shall not relieve the Bidder and all Subcontractors of their liability provisions of the contract.
- All Bidder's and Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this contract.
- The Bidder shall at a minimum apply risk management practices accepted by the Bidder's industry.

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

Workers Compensation (WC): **Statutory Limits – required in all contracts**

Bodily injury by Accident – each employee $100,00

Bodily injury by Disease – each employee $100,000

Bodily Injury by Disease – policy limit $ 100,000

Commercial General Liability (CGL):

Each Occurrence Limit	$ 1,000,000
Personal & Advertising Injury Limit	$ 1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Ops. Aggregate Limit	$ 2,000,000

Automobile Liability:

Combined Single Limit	$ 1,000,000

B. HIGH RISK INSURANCE LIMITS

1. **Building Remodeling and Construction:** This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	$ 1,000,000
Personal & Advertising Injury Limit	$ 1,000,000
General Aggregate Limit	$ 2,000,000 (per project)
Products/Complete Ops. Aggregate Limit	
Automobile Liability:	$ 2,000,000
Combined Single Limit	$ 1,000,000

Property Coverage or Builders Risk Policy: Equal to or greater than the existing building limit if performing renovations.

If hazardous substances are involved:

Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	$ 1,000,000
Aggregate	$ 2,000,000

- Other specific coverage requirements / levels may exist depending on project size, scope, and type.
- Additional Insured: The vendor shall add the "McDuffie County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and Contractor's pollution liability policies.

END OF SECTION I

SECTION II- GENERAL TERMS & CONDITIONS

ITB 2026-11-001

Boat Ramp Renovation

SECTION II
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- Alternate Bids The amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.
- Base Bid/Proposal The amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.
- Bid Bond A bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.
- Change Order An alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.
- Competitive Sealed Bidding A method of soliciting public works construction contracts whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of subsection (b) of Code Section 36-91-21.
- Competitive Sealed Proposals A method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of subsection (c) of Code Section 36-91-21.
- Emergency Any situation resulting in imminent danger to the public health or safety or the loss of an essential governmental service.
- Governing Authority The official or group of officials responsible for governance of a governmental entity.
- Governmental Entity A county, municipal corporation, consolidated government, authority, board of education, or other public board, body, or commission but shall not include any authority, board, department, or commission of the state, or a public transportation agency as defined by Chapter 9 of Title 32.
- Payment Bond A bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and

equipment in the prosecution of the work provided for in the public works construction contract.

- Performance Bond A bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
- Public Works Construction The building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.
- Responsible Bidder/Offeror A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
- Responsive Bidder/Offeror A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- Scope of Project The work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.
- Scope of Work The work that is required by the contract documents.
- Sole Source Procurements that are made pursuant to a written determination by a governing authority that there is only one source for the required supply, service, or construction item.
- The words “Bidder”, “Offeror”, “Proposer”, “Respondent”, “Vendor”, “Supplier” and “Contractor” are used interchangeably throughout this solicitation, and are used in place of the person, firm, or corporation submitting a proposal/response/offer/bid.

2. DISCREPANCIES

Should a Bidder find discrepancies in the bid documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing, not later than five (5) working days prior to the date for Bid to close. Any changes to the solicitation that result from such clarification will be communicated through a written addendum and posted on the "Bid Opportunities" page at https://www.thomson-

mcduffie.gov/Bids.aspx. Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's.

3. OPEN RECORDS

Bidder acknowledges and agrees that the County is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Bidder agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to the performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Bidder shall provide the County with immediate notice should Bidder receive an Open Records Request.

If Bidder asserts that any information in its response or in any information provided to the County with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Bidder *must* follow the requirements of the ORA set forth at

O.C.G.A. § 50-18-72(a) (34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

4. ANTI-DISCRIMINATION

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

5. AGREEMENT

Any bid submitted shall be with the understanding that written acceptance by the County of the offer to furnish all commodities or services described in the solicitation documents shall constitute an agreement between the County and the Bidder which shall bind them to furnish and deliver the articles quoted at the prices and conditions established in the awarded bid. The County may order from such Bider, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

The McDuffie County Board of Commissioners (MCBOC) may enter into contracts and agreements as provided by state law. All capital projects or agreements must be approved by the Board and may be amended with the issuance of a change order under the signature of the Chair or designee.

No parole evidence prohibits oral modifications to the contract or allowance for past practices by the County.

An Issued change order shall be the only allowable method of contract modification.

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

6. CONTRACT & CONTRACT DOCUMENTS

The solicitation documents and the Bidder's response shall form part of the contract, and the provisions thereof shall be as binding upon the parties.

A contract may not be assigned in whole or in part without the written consent of the MCBOC.

7. CONTRACT RENEWAL (IF APPLICABLE)

This contract may be renewed up to three (3) successive, one-year periods contingent upon the appropriation of funds by the MCBOC in the annual budget for such fiscal year. The execution of documents is subject to the County's approval. Written notice shall be given approximately sixty (60) days prior to the expiration date of each agreement period.

8. NOTICES

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent such as a parcel delivery service or

(c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

To County:	**To Contractor:**
McDuffie County Finance Department Attn: County Manager 210 Railroad Street Thomson, Georgia 30824	TBD

9. NON-APPROPRIATION OF FUNDS

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

10. GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT (IF APPLICABLE)

Bidders submitting a bid package in response to this solicitation must provide a completed Contractor's Affidavit to indicate compliance with the Georgia Security & Immigration Compliance Act.

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

By completing the affidavit, the Bidder is attesting to the following:

- The affiant has registered with and is authorized to use the federal work authorization program.
- The user identification number and date of authorization for the affiant.
- The affiant is using and will continue to use the federal work authorization program throughout the contract period.
- Any employee, contractor, or subcontractor of the affiant shall also be required to satisfy the requirements set forth in this paragraph.
- Upon contracting with a new subcontractor, the Contractor shall notify the County and shall deliver a completed Subcontractor Affidavit within five (5) working days of entering into a contract of hire and before the new subcontractor begins any work.

Failure to provide the completed and notarized affidavit with the Contractor's bid package will result in immediate disqualification as required by the Georgia Security & Immigration Compliance Act.

11. BID BONDS, PERFORMANCE & PAYMENT BONDS (IF APPLICABLE)

If required, each Contractor must include with their bid a bid bond or certified check for five percent (5%) of the total bid amount, and a Consent of Surety form from a surety company

licensed to do business in the State of Georgia. The Consent of Surety shall state that upon award of the contract, a performance and payment Bond each for one hundred percent (100%) of the total contract amount can be furnished. Payment and performance bonds are required before a Notice to Proceed can be issued. Not all solicitations require a bid bond. Please contact the Procurement Office with any questions regarding bonds.

12. TIME FOR COMPLETION & LIQUIDATED DAMAGES (IF APPLICABLE)

The County and Contractor mutually understand and agree that the start date and completion date specified in the contract are to be one considered an essential condition of the contract; it is further mutually understood and agreed that the work defined in the contract shall commence on a date to be specified in the Notice to Proceed.

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

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the County, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, $300 for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

13. PROCEDURES

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

14. DELAYS

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

Force Majeure. Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Agreement, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, pandemic, or other catastrophic natural event or act of God. Either party to the Agreement must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

15. CHANGE ORDERS OR AGREEMENT MODIFICATIONS

The County may order changes within the general scope of the contract at any time by change order or modification to the contract. Changes within the scope of the contract are generally initiated by the Project Manager who will submit a change order request to the Finance Department for administrative approval. Once a signed change order has been submitted to Procurement, a revision is issued and distributed. The Contractor shall comply with the change order upon receipt and will be compensated for any additional cost incurred as the result of such change order. The Contractor shall give the County a credit for any savings. Said compensation shall be determined by mutual agreement between the County and the Contractor.

16. RETAINAGE (IF APPLICABLE)

Retainage shall be in accordance with Georgia State Law, O.C.G.A. § 13-10-80, as amended. Final payment to the Contractor by the County shall not serve to release the Contractor or his sureties from their obligation or responsibilities under or in connection with these contract documents. Acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by Contractor for all things done or furnished in connection with work under these contract documents.

Prior to Substantial Completion, progress payments will be made in an amount equal to 95% of the work completed.

17. EXEMPTION FROM TAXES

The Contractor shall not charge the County for Georgia Sales or Use Tax or Federal Excise Tax on the finished goods or services provided under this contract. However, this exemption does not apply to the Contractor and thy shall be responsible for the payment of any sales, use or excise tax they incur in providing the goods or services provided under this contract, including but not limited to, taxes on materials purchased by the Contractor for incorporation in or use on a

construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in the contract price.

18. INVOICING & PAYMENT

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

Invoices shall be submitted electronically to: **apmcduffie@thomson-mcduffie.gov.** The contractor shall provide the purchase order number on the pricing form.

All such invoices will be paid in accordance with McDuffie County's fiscal policy. The preferred method of payment is electronically. Refer to the table below for payment method options.

Payment Method	**Terms**
Automatic Clearing House (ACH)	20 Days
Paper Check	30 Days

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

19. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

20. WARRANTY

The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the MCBOC under this contract for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Georgia apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the

Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied on the Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the County has not been warned. Remedies available to the County include the following: The Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails for its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the MCBOC may otherwise have under this contract.

21. LIABILITY

Except as otherwise provided in this contract, Contractor shall not be liable to the County for remote or consequential damages. Except as otherwise provided in this Contract, liability to the County for any and all claims or damages arising out of this Contract shall be limited to direct damages. No limitation of Contractor liability shall apply to Contractor's liability for loss or damage to equipment owned by the County or other property while such equipment or other property is in the sole care, custody and control of Contractor personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such equipment or other property owned by the County in the care, custody and control of Contractor personnel. The Contractor further agrees that equipment transported by contractor personnel in a vehicle belonging to the Contractor shall be deemed to be in the sole care, custody and control of Contractor personnel. Nothing in this section shall limit Contractor's indemnification liability arising from claims brought by any third party against the County.

22. SEVERABILITY

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

23. SITE MAINTENANCE & SAFETY MEASURES

At all times, the Contactor shall protect existing facilities and keep all work sites free from rubbish and the accumulation of any waste materials. The Contractor shall be responsible for immediate repair of damage and for the removal of all trash at the end of each day or more frequently as may be required by the Department Director.

The Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work, all necessary safeguards for the protection of the workers and public including traffic control and warning signs.

24. MATERIALS, SERVICES & FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

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

Any work necessary to be performed after regular work hours, on Sundays or Legal Holidays, shall be performed without additional expense to the County.

25. BRAND OR MANUFACTURER'S REFERENCE

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

26. QUALITY

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

27. DELIVERY

Orders must be shipped directly to the ordering department at the specified address. Shipments must be made in accordance with the item(s) as described and priced in this order. In addition, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order.

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

28. WORKMANSHIP

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

29. INSPECTION & SUPERVISION

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

30. CORRECTION OF WORK

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

31. OWNERSHIP

McDuffie County is the owner of all work and related documentation done on behalf of the County unless otherwise agreed to in writing. All work and related documentation shall be promptly turned over to the County upon request. This requirement shall survive the termination of the agreement between the parties, and is enforceable by injunction action, if necessary, in which case the Contractor shall be liable for the County's actual legal fees and cost.

32. AGREEMENT DISPUTES

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

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

The County Manager's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Manager or designated representative. The County Manager shall render a decision within sixty (60) days of receipt of the appeal.

33. COMPLIANCE WITH LAWS & ELIGIBILITY

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

34. GENERAL CONTRACTOR'S LICENSE (IF APPLICABLE)

Licensed General Contractors shall furnish to the County, personally or through their authorized agent specifically designated to act on their behalf in a sworn written document, their general

contractor license number and the identity of any business organization for which such Bidder is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

Any subcontractors chosen by the Bidder shall be qualified and licensed Contractors, with the exception of “specialty contractors” under Chapter 14 of Title 43.

35. INDEMNIFICATION

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

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

36. SUBCONTRACTORS

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

37. CONTRACTOR’S & SUBCONTRACTOR’S INSURANCE

The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

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

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

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

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

Public Liability, Property Damage and Vehicle Liability Insurance The Contractor shall procure and maintain during the life of the contract, Contractor's Public Liability, Property Damage and Vehicle Liability Insurance. The Contractor shall also require each of his subcontractors to procure and maintain Contractor's Public Liability, Property Damage and Vehicle Liability Insurance for the life of the contract.

38. TERMINATION

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

Termination for Convenience The County may terminate the contract for convenience at any time in which case, the parties shall negotiate reasonable termination costs.

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

Termination by Contractor The Contractor may terminate the contract for convenience or for cause upon sixty (60) days advanced written notice.

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

End of Section II

SECTION III- TECHNICAL SPECIFICATIONS

ITB 2026-11-001

Boat Ramp Renovation

SECTION III
STATEMENT OF WORK

BACKGROUND

McDuffie County Board of Commissioners is seeking bids for repair and renovation of two (2) concrete boat ramps. The work will consist of demolition and removal of existing concrete ramps, replacement of ramps with cast in place concrete, shoreline riprap, and erosion control.

SITE LOCATIONS

Rayville Campground- day use area
6489 Lincolnton Rd NE
Thomson, GA 30824
33.63809, -82.47704

Rousseau Creek Boat Ramp
(end of) Rousseau Creek Road
Thomson, GA 30284
33.64951, -82.429

SCOPE OF WORK & SPECIFICATIONS

The intent of these requirements is not to give all technical specifications, but instead to give general requirements such that the prospective bidder will be able to submit a bid to the County. It is expected that the successful bidder shall professionally perform a quality job in accordance with the County's direction and manufacturers' specifications. The bidder shall furnish all labor, permits, testing, materials, and transportation necessary to perform the work specified in this solicitation. Any additional work required to complete the tasks not specified in this document will be considered incidental and no additional payment will be made. Description of the bidders' responsibilities are further described in this document.

- Contractor will complete the renovations AS SHOWN ON THE DRAWINGS and noted in the SPECIFICATIONS. Any deviation or substitution from the drawings/specifications must meet applicable codes and be approved by McDuffie County.

- Contractor to provide construction details and materials for approval. All installations must adhere to product manufacturer specifications and requirements.

- All related construction debris shall be legally and properly disposed of off-site.

- All work must be completed in a professional workmanship manner.

- Work areas must be kept neat and provide for safety of county workers and visitors.

- Bonds will be required if project is over $50,000.00.

HOURS OF OPERATIONS

McDuffie County hours of operation are Monday-Friday 8AM-5PM, excluding observed holidays. If work is proposed to be completed outside these times, approval from McDuffie County must be obtained.

Both the Raysville Campground and Rousseau Creek Ramps are open year-round. The contractor will work with the county to schedule work so proper notifications can be made. The contractor will be responsible for any traffic control or other means to keep the site safe from the public.

REQUIRED DOCUMENTS

After award of the bid, the selected contractor will be required to provide payment and performance bonds if using subcontractors and if requesting progress payments. Contractor will be required to produce insurance documents. Contractor shall provide a copy of its business license and contractors license. The documents will be required prior to the issuance of the Notice to Proceed.

Further, the awarded contractor will be required to submit material and manufacturer certifications prior to commencement of work.

TIME OF COMPLETION

The estimated contract time for this project is 90 days.

LOCAL BUSINESS INITIATIVE

McDuffie County reserves the right to make an award to a bidder with a business license in McDuffie County in lieu of the lowest bid received, provided the bid is not more than 4% of the lowest bid.

SECTION IV- REQUIRED FORMS

ITB 2026-11-001

Boat Ramp Renovation

INVITATION TO BID
ITB 2026-03-001
Boat Ramp Renovation
ISSUE DATE: November 4, 2026

BIDDER'S CHECKLIST

Company Name _____

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

ITEM DESCRIPTION

Check

- ☐ Bidders Checklist
- ☐ Bid Form
- ☐ Bid Bond
- ☐ Bidders Declaration
- ☐ E-Verify Documentation
- ☐ Georgia Security and Immigration Compliance Affidavit
- ☐ Certificate of Non-Discrimination
- ☐ Non-Collusion Affidavit
- ☐ W9
- ☐ Drug Free Workplace Certificate
- ☐ Business License
- ☐ Addenda Acknowledgement Form (if applicable)

_____ _____
Authorized Signature *Date*

Printed Name

_____
Title

_____
Email

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

McDuffie County Board of Commissioners

BID FORM

Boat Ramp Renovation
ITB 2026-11-001

BIDDER: _____

DATE: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

TO OWNER: MCDUFFIE COUNTY BOARD OF COMMISSIONERS
210 Railroad Street
Thomson, GA 30824

1) The undersigned, having familiarized himself with the with the Contract Documents (which includes Invitation for Bids, the form of Bid, Technical Specifications, and Drawings) on file in the office of the Owner hereby proposes to furnish all Supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct the project in accordance with the above listed documents at, and for the prices for work in place for the following items and quantities:

Item	Description	Unit	Est. Quantity	Unit Price	Total Price
001	Mobilization	LS	1	$_____	$_____
002	Selective Demolition	SF	2460	$_____	$_____
003	Site Grading	CY	60	$_____	$_____
004	Compacted GAB	TN	64	$_____	$_____
005	3000 PSI Concrete- Steel reinforced	CY	61	$_____	$_____
006	Type 3 Riprap	TN	25	$_____	$_____
007	Erosion Control	LS	1	$_____	$_____

TOTAL BID $_____

Total Bid written in words:

_____

_____

2) IN SUBMITTING THIS Bid, the Bidder understands that the right is reserved by the McDuffie County Board of Commissioners to reject any and all Bids.

3) Bidder's signature hereto is a statement in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of Bids for the Contract for which this Bid is submitted.

A) Neither the said Bidder or any of its officers, partners, owners, agents, representative, employees or parties in interest, including his affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices the attached Bid or of any other bidder, or to fix any overhead, profit or cost element collusion, conspiracy, connivance or unlawful agreement any advantage against the OWNER or any person interested in the proposed Contract; and

B) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____, as Principal, and _____ as Surety, are

hereby held and firmly bound unto the **MCDUFFIE COUNTY BOARD OF COMMISSIONERS**,

as OWNER, in the penal sum of $_____ for the payment of which, well

and truly to be mad, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20_____.

The Conditions of the obligation is such that whereas the Principal has submitted to the McDuffie County Board of Commissioners a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Boat Ramp Renovation ITB 2026-11-001**

NOW, THEREFORE,

A) If said Bid shall be rejected, or
B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, the day and year first set forth above.

_____
Principal

_____
Surety

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), be authorized to transact business in the state where the project is located.

END OF SECTION

MCDUFFIE COUNTY BOARD OF COMMISSIONERS
STATE OF GEORGIA

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the requirements.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **December 4, 2026 2 PM** and may not be withdrawn after such date and time.

That the McDuffie County Board of Commissioners reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The McDuffie County Board of Commissioners reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this proposal the proposer acknowledges that the McDuffie County Board of Commissioners has the right to make any inquiry or investigation, it deems appropriate to substantiate or supplement information supplied by the bidder.

BIDDER:

Name	Title

Name	Title

MCDUFFIE COUNTY BOARD OF COMMISSIONERS
STATE OF GEORGIA

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the McDuffie County Board of Commissioners. The bidders may be declared, by the McDuffie County Board of Commissioners, ineligible for further contracts with the McDuffie County Board of Commissioners until satisfactory proof of intent to comply shall be made by the vendor. The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

_____

BIDDER

_____

SIGNATURE

_____

TITLE

MCDUFFIE COUNTY BOARD OF COMMISSIONERS
STATE OF GEORGIA

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm, _____
Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the McDuffie County Board of Commissioners or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the McDuffie County Board of Commissioners or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this_____ day of 20_

_____
NOTARY PUBLIC

MCDUFFIE COUNTY BOARD OF COMMISSIONERS
STATE OF GEORGIA

DRUG FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Contractor certifies that the provisions of O.C.G.A. § 50-24-1 through 50-24-6 related to the 'Drug Free Workplace Act' have been complied with in full. Contractor further certifies that:

- A drug free workplace will be provided for the Contractor's employees during the performance of the contract; and

- Each Contractor that hires a subcontractor to work in a drug free workplace shall secure from that subcontractor the following written certification:

'As part of the subcontracting agreement with _____(Contractor's Name), _ (Subcontractor's Name) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this contract pursuant to O.C.G.A. § 50-24-3(b)(7).'

By signature on this certificate, the Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a contract substance or marijuana during the performance of this contract.

_____
Company Name

_____
Signature

_____
Date

MCDUFFIE COUNTY BOARD OF COMMISSIONERS
STATE OF GEORGIA

AUTHORIZED OFFICER/AGENT & TITLE: _____

PROJECT OR JOB: _____

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91. stating affirmatively that the individual, firm, or corporation which is contracting with McDuffie County has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. unless contractor has NO EMPLOYEES (see below).

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with McDuffie County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form.

Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to McDuffie County at the time the subcontractor(s) is retained to perform such service.

CHECK ONE:

☐ I have **NO EMPLOYEES** and do not intend to hire any employees. I am attaching a copy of a state issued driver's license or state issued identification card in lieu of providing an E-Verify User Identification Number.*

OR

D I have **AT LEAST ONE EMPLOYEE.** My E-Verify User Identification Number (or "Company ID" number) and authorization date are listed below. (Consists of 4-6 numerical characters)

_____ _____

E-Verify User Identification Number Authorization Date

_____ _____

Signature of Authorized Officer or Agent for Contractor E-

Mail Address SUBSCRIBED AND SWORN BEFORE ME ON
THIS DAYOF _____,20_ My Commission Expires:

_____

_____

Notary Public

A drivers' license or identification card shall only he accepted if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card. Copies of such driver's license or identification card must be attached to this affidavit and forwarded to the County.

MCDUFFIE COUNTY BOARD OF COMMISSIONERS
STATE OF GEORGIA

Security & Immigration Affidavit Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Upson County Board of Commissioners 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization/ E-Verify User Identification Number

_____ ~~Date of Authorization~~

_____ ~~Name of Contractor~~

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

Executed on_,_____, 20___in_____(city),_____(state).

_____ ~~Signature of Authorized Officer~~ or Agent

_____ ~~Printed Name and Title of Authorized Officer~~ or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE_____DAY OF_____,20_____.

_____

NOTARY PUBLIC, My Commission Expires

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

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

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

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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. See also *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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).

• 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded 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 grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.

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 as defined under section 581.

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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN*. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to *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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.