



MEMORANDUM

TO: Prospective Bidders

FROM: William P. Gilliland, Purchasing Director

RE: Request for Bid – 032-15

DATE: May 21, 2015

Enclosed you will find the necessary information for preparing and submitting your bid for a **10,000 Gallon Above Ground Fuel Storage Tank** for the City of Rome Landfill. All questions regarding this bid must be in writing to Bill Gilliland, bgilliland@romegeorgia.us and Steven Foy, sfoy@romegeorgia.us. All questions and answers will be posted on the City website www.romefloyd.com. It is the responsibility of the contractor to visit the site frequently to get any new information that may be posted.

The deadline for submitting your bid is **June 25 2013 at 3:30 p.m. Local time.**

If you have further questions, please do not hesitate to call my office at 706-236-4410.

William P. Gilliland
Purchasing Director

INSTRUCTIONS FOR BIDDERS

I. Bids must be received by **June 25, 2015** at **3:30 p.m.**

II. Bids must be delivered to:

City of Rome Purchasing Department
601 Broad Street
P.O. Box 1433
Rome, Georgia 30162

III. Bids must be sealed and marked:

“032-15- 10,000 Gallon Above Ground Fuel Storage Tank”

IV. Bids must be complete and include:

- A. Completed Bid Proposal Form
- B. Executed Affidavit of Non-Collusion
- C. Executed Certificate of Non-Discrimination
- D. Executed Bidder's Declaration
- E. Prompt Payment Affidavit
- F. Request for Taxpayer I.D. Number
- G. SAVE Affidavit
- H. E-Verify Affidavit

All bids submitted shall be subject to acceptance or rejection and the City of Rome specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.

Bidder shall submit all required forms and information simultaneously with sealed bids, which forms and information become a part of the property of the City of Rome and will not be returned to bidders unless a written request to withdraw is received prior to **June 25, 2013 @ 3:30 p.m.**

V. Payment:

When contracts are awarded, payment by the City of Rome will be the normal 30-day cycle. However, the City does make every effort to honor all discounts.

REQUIREMENTS FOR BIDDERS

These items apply to and become a part of the terms and conditions of the bidders bid. Any exceptions must be in writing.

Notice is hereby given that the City of Rome will receive sealed bids from interested parties until **June 25, 2015 at 3:30 p.m.** at its offices located at 601 Broad Street, Rome, Georgia 30162-1433.

Any bids received thereafter will not be considered.

Bids will be publicly opened and read at the City of Rome Purchasing Department located at 601 Broad Street on the day and at the hour specified.

The purchaser may consider as non-responsive, any bid in which there is an alteration of, or departure from the bid form hereto attached.

The bid will be awarded to the lowest reliable bidder complying with the conditions of the invitation for bid. The bidder to whom award is made will be notified at the earliest possible date. The purchaser reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a bidder who, in the sole opinion and discretion of the purchaser is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.

Bids may be withdrawn by written or faxed request, provided such withdrawals are received prior to bid opening date.

NOTE: Unless stated on the bid form the bid submitted will assume all specifications will be met. Please note on the bid form all exceptions.

BID FORM

TO: City of Rome – Purchasing Department
P.O. Box 1433
601 Broad Street
Rome, Georgia 30162-1433
ATTN: WILLIAM P.GILLILAND

BID PKG. “032-15- 10,000 Gallon Above Ground Fuel Storage Tank”

Quantity	Description	Unit Price	Total
1	Fuel Storage Tank	_____	_____

TOTAL COST: _____

Expected Delivery Date: _____

All bids submitted shall be subject to acceptance or rejection and the City of Rome specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the Purchasing Department.

Name of Individual, Partner
or Corporation

Company

Title

Address

Authorized Signature

City, State, Zip Code

Company phone number

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

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

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

That the bidder has liability insurance and a declaration of insurance form is included in the bid package.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **June 25, 2015 at 3:30 p.m.** but may not be withdrawn after such date and time.

That the City of Rome 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 City of Rome reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Rome has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Name Title

Name Title

AFFIX CORPORATE SEAL (If Applicable)

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 City of Rome. The bidders may be declared, by the City of Rome, ineligible for further contracts with the City of Rome 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

Specifications

10,000 Gallon Above Ground Fuel Storage Tank

The purpose of this specification is to describe the design/installation of a 10,000 gallon above ground fuel storage tank project. The fuel storage tank provided should be equal to a Fireguard Fire Rated Tank System.

The work of this contract consists of providing all labor, tools, equipment and materials for all site preparation and providing a double-wall 10,000 gallon storage tank at the Walker Mountain Landfill in Rome, Georgia. This project will be conducted on a design/install basis. The selected contractor shall perform all task and provide the following services as necessary:

Bidder's Response

1. Evaluate and assess the proposed location of the tank and fueling area, including evaluating subsurface conditions and existing site features. _____

2. Obtain all necessary construction permits and approvals and make all notifications required for construction and operation of the tank. _____

3. Design and install a new above ground 10,000 gallon capacity diesel tank with fuel dispenser, including all necessary foundation structures, secondary containment facilities, piping and other ancillary equipment necessary for proper operation and safety of the tank. _____

4. Install curbing or equivalent means to control minor spills within the tank or fuel dispenser area. _____

5. Provide an as-built survey of the completed tank and appurtances. _____

6. Provide to OWNER all operation manuals and other documentation necessary for maintenance and operation of the tank and dispenser. _____

7. Warrant all design, construction, parts and labor for a period of one year from the time operation of the tank commences. _____

8. The Work of this Contract is locate in Floyd County, Georgia. The CONTRACTOR should be aware of the nature of the activities at a landfill which may restrict access to portions of the site due to general landfill operations. _____

WORK BY OTHERS

Work may be conducted at the site by other contractors during the performance of the Work under this contract. The CONTRACTOR should conduct its operations to minimize interference of other contractors, and shall cooperate fully with such contractors and the project representatives to provide continued safe access to perform their respective tasks. _____

DEFINITIONS

OWNER: The term OWNER means The City of Rome, with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Project Manager: The term Project Manager means the representative of the OWNER for the purpose of administration and inspection of the Work. The Project Manager may be a member or group of the staff or may be an external firm. The OWNER should inform the CONTRACTOR in writing at the start of the Work who the Project Manager should be. During the period of Work the Project Manager shall act as an authorized representative of the OWNER.

CONTRACTOR: The term CONTRACTOR means the firm that is responsible for the Work of this contract, including design and engineering associated with the project. The CONTRACTOR's responsibilities include the Work of any and all of subcontractors and suppliers.

Work: The term Work means the entire completed construction or various separately identifiable parts, thereof, required to be furnished as part of this bid. Work includes any and all labor, services, materials, equipment, tools, supplies, and facilities required by the Contract Documents and necessary for the completion of the project. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Manufacturing Quality Control (MQC): A planned system of inspections that is used to directly monitor and control the manufacture of a material which is factory originated. MQC is performed by the manufacturer to ensure minimum (or maximum) specified values in the manufactured product. MQC refers to measures taken by the manufacturer to determine compliance with the requirements for materials and workmanship as stated in certification and contract plans for a project.

Construction Quality Control (CQC): A planned system of inspections that is used to directly monitor and control the quality of a construction project. Construction quality control is performed by the CONTRACTOR and is necessary to achieve quality in the constructed or installed system. Construction quality control (CQC) refers to measures taken by the CONTRACTOR to determine compliance with the requirements for materials and workmanship as stated in the plans and specifications for the project.

Bidder's Response: _____

Bidder's Response

CONTRACTOR'S DUTIES

1. Perform all necessary permitting and design in accordance with all applicable codes and State, Local and Federal laws.

2. Start, lay out, construct and complete the project in accordance with the bid documents.

3. Provide a competent superintendent, capable of reading and understanding the work to be done. The superintendent shall have full authority to execute the work in accordance with the contract documents.

Bidders Response

4. Establish means of, and techniques and procedures for, constructing and otherwise executing the work.

Except as otherwise specified, furnish the following and pay for the cost thereof:

1. Labor, superintendent, and products excepting those products to be furnished by the company.

2. Construction supplies, equipment, tools, and machinery.

3. Water, heat and other utilities required for construction.

4. Other facilities and services necessary to properly execute and complete the Work.

5. Pay costs of legally required sales, consumer, and use taxes and Governmental fees.

6. Perform Work in accordance with codes, ordinances, rules, regulations, orders, and other legal requirements of governmental bodies and public agencies bearing on performance of the Work.

7. Forward submittals and communications to the Project Manager. Where applicable, the Project Manager shall co-ordinate submittals and communications with the City Representatives who shall give approvals and directions through the Project Manager.

8. Maintain order, safe practices, and proper conduct at all times among CONTRACTOR's employees. The Project Manager, and its authorized representative, may require that disciplinary action be taken against an employee of the CONTRACTOR for disorderly, improper, and unsafe conduct. Should an employee of the CONTRACTOR be dismissed from his duties for misconduct, incompetence, or unsafe practice, or combination thereof, that employee should not be rehired for the duration of the Work.

9. Coordinate prosecution of the Work with those utilities, private utilities, or other entities performing work on or adjacent to the worksite; either eliminate, or minimize as far as possible, delays in the Work and conflicts with those utilities or contractors. Coordinate utility activities, and activities of other entities, with the Project Manager. Schedule private utility and public utility work relying on survey points, lines, and grades established by the CONTRACTOR to occur immediately after those points, lines, and grades have been established. Confirm coordinate measures for each individual case with the Project Manager by memorandum.

10. Coordinate activities of the several trades, suppliers, and subcontractors, if any, performing the Work.

11. The CONTRACTOR shall perform Work in accordance with the Erosion and Sedimentation Control Plan prepared as part of the landfill permit.

The CONTRACTOR shall notify the OWNER in writing if he elects to subcontract, sublet, or reassign any portion of the Work. This shall be done at the time the bid is submitted. The written statement shall describe the portion of the Work to be performed by the Subcontractor and shall include an indication, by reference if desired by the OWNER, that the Subcontractor is particularly experienced and equipped to perform that portion of the Work. No portion of the Work shall be subcontracted, sublet, or reassigned without written permission of the OWNER. Consent to subcontract, sublet, or reassign any portion of the Work by the OWNER shall not be considered as a testimony of the OWNER as to the qualifications of the Subcontractor and shall not be construed to relieve the CONTRACTOR of any responsibilities for completion of the Work.

Bidder's Response: _____

CONTRACT TIMES

The CONTRACTOR shall commence Work in accordance with the Contract Documents. The time stated for completion and substantial completion shall be in accordance with the Contract Times specified in the Agreement. Extensions to the Contract Time of performance shall be granted for those days when the CONTRACTOR is unable to work due to abnormal weather conditions or as a result of abnormal conditions. Extension of time of performance based on abnormal weather conditions shall be granted when requested by the CONTRACTOR and reviewed in writing by the Project Manager . All requests for extensions of time by the CONTRACTOR based on abnormal weather conditions must be submitted in writing to the Project Manager within five (5) working days of the time in question. No claims for damages shall be made by the CONTRACTOR for delays. Time is of the essence in this Contract. CONTRACTOR's attention is drawn to the fact that fill placement is usually more difficult in winter months so every effort should be made to expedite the Work early in the contract period.

Bidder's Response: _____

CONTRACTOR USE OF WORKSITE

1. Confine worksite operations to areas permitted by law, ordinances, permits, and the Contract Documents. The CONTRACTOR shall ensure that all persons under his control (including Subcontractors, their workers and agents) are kept within the boundaries of the Site and shall be responsible for any acts of trespass or damage to property by persons who are under his control. Consider the safety of the Work, and that of people and property on and adjacent to worksite, when determining amount, location, movement, and use of materials and equipment on worksite.

2. The CONTRACTOR shall be responsible for protecting private and public property including pavements, drainage culverts, electricity, landfill components, telephone and similar property and making good of, or paying for, all damage caused thereto. Control of erosion throughout the project is of prime importance and is the responsibility

of the CONTRACTOR. Provide and maintain all necessary measures to control erosion during progress of the Work to the satisfaction of the Project Manager and all applicable Laws and Regulations and remove such measures and debris upon completion of the project. All provisions for erosion and sedimentation control apply equally to all areas of the Work.

PRESERVATION OF SCIENTIFIC INFORMATION

1. Federal and State legislation provides for the protection, preservation, and collection of data having scientific, prehistoric, historical, or archaeological value (including relics and specimens) which might otherwise be lost due to alteration of the terrain as a result of any construction work.
 2. If evidence of such information is discovered during the course of the Work, the CONTRACTOR shall notify the Project Manager immediately, giving the location and nature of the findings. Written confirmation shall be forwarded within two (2) working days. The CONTRACTOR shall exercise care so as not to damage artifacts uncovered during excavation operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by the COMPANY's representative or Government agency.
 3. Where appropriate, by reason of a discovery, the OWNER may order delays in the time of performance, or changes in the Work, or both. If such delays, or changes, or both, are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses of the Contract.
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TECHNICAL SPECIFICATIONS

FINAL SURVEY

Bidder's Response

SUMMARY

The Work shall consist of providing all the required "as-built" record drawings _____

QUALITY CONTROL

The CONTRACTOR's Surveyor shall be a Land Surveyor registered in the State of Georgia.

SUBMITTALS

1. Submit the name, address and telephone number of Surveyor _____

2. Submit a final copy of the as-built record survey in AutoCad, Portable Document Format (PDF) and a sealed hard copy.

PROJECT RECORD DOCUMENTS

1. On completion of the Work, the CONTRACTOR shall prepare a certified survey illustrating dimensions, locations, angles and elevations of all site work.
2. Record or As-Built drawings all be prepared by CONTRACTOR at a scale of 1 inch = 50 feet unless otherwise directed by OWNER.

Record drawings shall include the following:

1. Limits of storage tank, including all necessary appurtenances.
2. Final grades of any disturbed areas.
3. Location of curbing installed to contain minor spills.
4. Location of all installed utilities

SURVEY REQUIREMENTS

1. The OWNER shall provide benchmark with appropriate horizontal and vertical control. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and, therefore, are presented only as approximations. Any error or apparent discrepancy in the data shown, or omissions of data required for accurately accomplishing the Work shall be referred immediately to the OWNER for interpretation or correction.
2. Any existing stakes or markers defining property lines and survey monuments which may be disturbed during construction shall be properly tied in to fixed reference points and accurately reset in their proper position upon completion of the Work.

SURVEY REFERENCE POINTS

1. The OWNER shall be responsible for establishing primary reference points. The CONTRACTOR shall be responsible for all other survey and layout work. Maintenance of the reference points established by the OWNER shall be the responsibility of the CONTRACTOR.
2. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

TECHNICAL SPECIFICATION

CODES AND DESIGN REQUIREMENTS

Bidder's Response

SUMMARY

1. The CONTRACTOR shall be subject to regulatory requirements and codes as specified in this section. _____
2. CONTRACTOR is responsible for identifying additional codes and requirements that may be applicable to this specific Work. Codes or requirements not listed in this specification do not relieve the CONTRACTOR of his duty to comply with all requirements. _____
3. CONTRACTOR is responsible for obtaining all necessary permits and paying for all necessary application fees associated with the Work under this contract except as otherwise specified in this section. _____
4. CONTRACTOR is responsible for notifying all State and Local agencies required, including State and Local Fire Marshals, Georgia Environmental Protection Division and all other applicable entities. _____
5. OWNER will obtain necessary modifications of the landfill operating permit utilizing as- built drawings provided by CONTRACTOR per specification 01 78 29. _____
6. OWNER will obtain spill prevention and containment permits necessary for operation of the tank. _____

APPLICABLE CODES

1. City of Rome / Floyd County applicable codes _____
2. 2012 International Building, Residential, Mechanical, Fuel Gas, Plumbing, 2009 Energy Code and 2011 National Electrical Code. _____
3. Georgia State Minimum Standard Codes
([www.dca.state.ga.us/development/ constructioncodes/](http://www.dca.state.ga.us/development/constructioncodes/)) _____

DESIGN CRITERIA

- A. Seismic Design Category C _____
- B. Wind Speed: 90 mph (3-second gust) _____
- C. Soil Bearing Capacity of 1,500 psf (without soils investigation) _____
- D. Frost Depth: Minimum 12” _____
- E. Ground Snow Load: 8 psf _____
- F. All specifications should be to U L 2085 rating _____

NOTES

1. The City will provide an adequate space for staging of any work materials and equipment. It will be the responsibility of the contractor to secure any materials or equipment located on the property.
2. The contractor must insure that all OSHA/EPA/State of Georgia EPD safety and environmental requirements are observed.
3. The contractor must provide a written work plan to the designated City official for approval before any work can begin.
4. The City has 120/240 volt power available and a water supply will be available.
5. The City has staked out an approximate location for the tank placement. See Photo.
6. The contractor will be responsible for keeping the work area clean and free of work debris and trash. The City provided receptacle will be available.
7. Restroom facilities will be available.
8. Progress payments can be requested by submitting a proposed payment to the designated City official for approval. 10% retainage will always be maintained.
9. The contractor will provide a Certificate of Insurance in the amount of \$2,000,000.00 dollars Umbrella Coverage with the City of Rome shown as the additionally insured. Workers Compensation Insurance is required.
10. Any questions regarding the project should be sent simultaneously via e-mail to Bill Gilliland, bgilliland@romega.us and Steven Foy, sfoy@romega.us. All questions and answers will be posted on the website, www.romefloyd.com.
11. It is the responsibility of interested parties to check the website frequently to view any new information that may be posted.
12. The contractor should state the earliest possible start date and the expected length of time for completion of the work.
13. The contractor must provide as references the name and contact information at least three jobs of a similar nature that have been completed within the last 18 months.
14. Has your firm been involved in any type of litigation within the last five years relative to this type of work?

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF GEORGIA

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 City of Rome 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 City of Rome 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

STATE OF GEORGIA PROMPT PAY ACT AFFIDAVIT

THIS AFFIDAVIT IS TO ACCOMPANY THE BID

GEORGIA PROMPT PAY ACT: The Georgia Prompt Pay Act was enacted by the General Assembly in 1994 and took effect January 1, 1995. This act requires owners to pay contractors within 15 days of receipt of a pay request by the owner or the owner's representative. If payment is not made the owner shall pay the contractor 1% per month interest on the delayed payment. Additionally, the contractor must pay subcontractors within 15 days of receipt of payment from the owner.

This Act is Code Section 13-11-1 (Georgia Laws of 1994, p. 1398 par. 4)

Firm Name: _____

Signature: _____

Title: _____

Subscribed and Sworn to before me this _____ day of _____, 20_____

Notary Public

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number						
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OR						
Employer identification number						
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Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF ROME

DRUG-FREE WORKPLACE CERTIFICATE

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

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

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

Bidder: _____

By: _____

Name
Printed: _____

Title: _____

Date: _____

CITY OF ROME, GEORGIA
SAVE COMPLIANCE AFFADAVIT
O.C.G.A § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Rome, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United State citizen.

- 2) _____ I am a legal permanent resident of the United States

- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

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

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

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____(city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____

NOTARY PUBLIC
My Commission Expires:

CITY OF ROME, GEORGIA
E-VERIFY COMPLIANCE AFFADAVIT

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 City of Rome, Georgia 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 User Identification number
(Not Required if Less than 10 Employees)

Signature (if less than 10 employees)

Date of Authorization

Name of Contractor/Company

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city) _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC
My Commission Expires:

