



## REQUEST FOR PROPOSAL # 16-0707

Georgia, Floyd County  
June 6, 2016

### TO WHOM IT MAY CONCERN:

The Floyd County Board of Commissioners will receive:

### PROPOSALS TO ACCEPT RECYCLE MATERIAL ROME/FLOYD RECYCLE CENTER

Proposals will be received until 2:00pm Thursday July 7th, 2016 local time in the office of the:

Purchasing Director  
Floyd County Administration Building  
12 East 4<sup>th</sup> Avenue, Suite 106  
Rome, GA 30161

Floyd County Government is seeking a proposal from a qualified company (the 'Proposer') to accept co-mingled material from the Center. In addition, any proposal assisting with the collection, processing, or transporting of any recycling material in Rome and Floyd County will be accepted.

Documents are available for inspection at the Floyd County Purchasing Department, 12 E. 4th Ave., Rome, Georgia; or requested by email, [lamn@floydcountyga.org](mailto:lamn@floydcountyga.org). The documents are also available for inspection and download on the County website: <http://www.romefloyd.com/> or the Georgia Procurement Registry (GPR) [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp).

A mandatory pre-proposal conference will be held at 1 pm on June 20th, 2016 in the Second Floor Conference Room of the Floyd County Administration Building 12E. 4<sup>th</sup> Avenue in Rome, GA. Appropriate County staff will be available to answer questions regarding this RFP.

A Payment and Performance Bond in the amount of 100% of the estimated annual contract will be required from the successful Contractor/Provider at time of award.

Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests.

Floyd County is an Equal Opportunity Employer.

# **INSTRUCTIONS TO PROPOSERS**

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## **RECYCLE CENTER OPTIONS**

### **Section 1 - Submittal Requirements**

Each Proposer must submit original and five (5) copies of their Proposal and one electronic copy in the form of a CD or Thumb Drive, enclosed in a sealed envelope or box. Proposals are to be delivered to Floyd County Purchasing, 12 E 4<sup>th</sup> Avenue, Suite 106, Rome, Georgia, 30161, and labeled "PROPOSAL FOR RECYCLE CENTER OPTIONS". Proposals must contain the following information:

- 1) Non-Collusion Affidavit (form attached)
- 2) Certificate of Non-Discrimination (form attached)
- 3) Drug Free Work-Place Certification (form attached)
- 4) Contractor Affidavit (E-Verify) (form attached)
- 5) W-9 (form attached)
- 6) Description of the Scope of Services to be provided, consistent with this Request, including any substantial differences between the Services Requested and those Proposed.
- 7) Proposer's information on qualifications and experience.
- 8) Provide technical specifications, vendor's literature, and any other descriptive literature for key elements, products, or facilities.
- 9) Warranties to be provided for manufactured equipment or products, if applicable.
- 10) Proposed schedule for implementing services.
- 11) Cost proposal for services that is detailed sufficiently to evaluate the financial implications of the Proposal for the agreement contemplated, or the term of the Contract, as appropriate.

## Section 2 - Scope of Services

### 2.1 General

The Rome-Floyd Solid Waste Commission (SWC) provides solid waste management services for the City of Rome and Floyd County including solid waste disposal, recycling, yard waste processing and disposal, and the operation, closure and post-closure care of two municipal solid waste landfill sites. These services are currently provided by facilities that are owned and operated by the City of Rome and Floyd County.

Recycling material is collected, processed, and shipped at the Rome/Floyd Recycling Center (RFRC) off of Calhoun Avenue. The RFRC first opened in 1992 after renovations to an old manufacturing facility in North Rome was modified with Special Purpose Local Option Sales Tax (SPLOST) money. An additional SPLOST was passed in 2013 committing \$1.3 million for upgrades to the collection and/or processing of material at our current facility, but could be directed towards any improvements recommended by the SWC to enhance or strengthen the recycling program in the Rome/Floyd Community. Floyd County Government is seeking proposals from a qualified company (Proposer) to collect, process, and/or house, equip, or broker our operations. While we do have restricted access to the SPLOST funds (not available on private property, etc.), the SWC is open to any mixture of a Public Private Partnership (P3) such as using our current facility with new equipment, a new facility with leased equipment, or anywhere in between. In addition to the SPLOST funds, the RFRC does have a cash balance in excess of \$500,000.

### 2.2 Recycling Services

The Proposal does not have to address all material currently collected at the RFRC. While it is not required to accept all materials currently accepted, the evaluation team will consider the financial benefits of accepting all materials.

- 1) Recyclable Materials: The following material is currently accepted at the RFRC. While it is not required to maintain the same level of service, consideration will be given to the proposal offering more options for the citizens of Rome and Floyd County.
  - a) Rigid: aluminum and steel cans, scrap metal, appliances, No. 1 and No. 2 plastic bottles and jug.
  - b) Paper products: newspaper, paperboard, cardboard (OCC), office paper, magazines, and mail.
- 2) Household Hazardous Wastes (HHW) and Electronics: HHW and Electronics collection *is not required* in this proposal but consideration will be given to any proposal that provides the most economic solution to these specialized service. HHW includes, but is not limited to, oil, paint, batteries, and pesticides. Currently, we schedule 3 HHW and 6 Electronics Collection Events/year.

### **2.3 Facility Improvements and Expansion**

- 1) **Buildings**: The successful Proposer may alter, renovate, demolish, and enlarge existing buildings and facilities, or construct additional buildings at the successful Proposer's sole expense and with the SWC's prior written approval. Be advised, the Environmental Protection Division (EPD) may need to approve alterations at the current location. Any modifications to any existing building shall remain the property of Floyd County. Any new building constructed by the successful Proposer shall remain the property of the successful Proposer if constructed at a different location. Special consideration will be given to proposals that offer relocation of the processing operation from the current location.
- 2) **Site Improvements**: The successful Proposer may alter, repair, remove, or add to the existing site improvements or construct new site improvements at the successful Proposer's sole expense and with the SWC's prior written approval. Once again, the EPD may need to approve alterations at the current location. Site improvements may include but shall not be limited to the following: parking, driveway, traffic flow, fencing, and gates. If a new location is proposed, the current location must remain a drop-off site for Recycling Material.
- 3) **Contract Termination**: In the event the contract is terminated or a default occurs, Floyd County or the SWC will have the right of first refusal to purchase at its fair market value any buildings, equipment, or facilities constructed, sited and owned by the successful Proposer and used to provide recycling services at the time of contract termination or default.

### **2.4 Staff**

The Proposer may choose to hire staff to operate the recycling services, or to manage existing employees to operate the RFRC, along with inmates from the Floyd County Prison. If the staff will be Floyd County employees, then Floyd County will be responsible for the hiring and termination of all employees. Any proposed management option will report to the Public Works Director of Floyd County. Be advised that inmates are not allowed to work on private property, unless there is a lease agreement in place with Floyd County through a P3.

### **2.5 Records Management and Reporting**

The successful Proposer shall maintain and forward to Floyd County, on a monthly basis, accurate records of the quantity and type of material received in such detail as deemed necessary by Floyd County. No recyclable materials received for processing shall be disposed of in the landfill unless contamination and unsuitability for recycling is documented.

### **Section 3 - Qualifications and Experience**

Proposals must provide the following information to establish the qualifications and experience of the Proposer:

- 1) A brief description of the company represented by the Proposer, including a short history of the company, comments regarding the type of work normally performed by the company, the size of the company's professional, technical, and support staff, the resources that are available to the company pertinent to the Proposal, and the number of years the company has been in existence.
- 2) The Proposer's financial strength as contained within the Proposer's last five fiscal year's audits.
- 3) Certification that the Proposer or its officers or any predecessor companies are not under any part of the Bankruptcy Act nor ever filed under the Bankruptcy Act within the previous seven years.
- 4) Provide a listing of relative experience in providing a similar service, with emphasis on projects similar in scope, or characteristics to that proposed for Floyd County.
- 5) Provide references from similar projects. Provide the name of a contact person with a telephone number or other contact information for each project listed.
- 6) Provide a summary of qualifications, specific and general, of the company, and/or branch office, and anticipated personnel to be assigned to the project.
- 7) Provide an outline of the project organizational structure to be used by your company with a description of each person's role in development and delivery of the proposed Recycle Center Management Services. Explain if sub-contractors will be used and for what purpose.

## **Section 4 - Cost Proposal**

The Proposal must include a Cost Proposal that provides data pertaining to the receipt, process, and transport of all material collected and/or processed in Rome and Floyd County. In addition, any limits on material collected in Rome and Floyd County, or any other local government, should be listed. The Cost Proposal should clearly identify any service fees or payments due from Floyd County Government, the City of Rome, citizens, businesses and industries.

### **4.1 Financial Plan**

The proposal should include a five (5) year plan detailing revenues and expenses.

### **4.3 Service Fees**

The Cost Proposal must include a complete schedule of fees for recycling materials. Fees based on the type or quantity of recycled material should be detailed. The schedule should define any service fee discounts or surcharges that may apply to any or all customers. Opportunities to assist in collection, processing and/or transport should be included, either physically or financially.

The Cost Proposal must also address the schedule, or basis, for any intended 'buy-back' of recyclable commodities, products or materials.

The Cost Proposal shall also describe the method or basis for establishing any changes in the schedule of fees, either increases or decreases. This portion of the Proposal should also describe the procedures for implementing changes to the schedule of fees including the potential frequency of changes, the timing required to implement a change, and the methods for notification.

### **4.4 Property Ownership**

The Rome-Floyd Recycling Center is owned by the City of Rome and Floyd County and this RFP does not contemplate the sale of the property to the successful Proposer.

## **Section 5 - Contract Agreement**

### **5.1 Bonds and Insurance**

- 1) Performance Surety:
  - a. A Payment and Performance Bond in the amount of 100% of the estimated annual contract will be required from the successful Contractor/Provider at time of award.
- 2) Insurance: The successful Proposer agrees to maintain in full force at all times during the contract term the following insurances:
  - a) Workers' compensation insurance with statutory limits of liability.
  - b) Employers' liability insurance in the amount of at least \$1,000,000.
  - c) General liability insurance in the amount of at least \$1,000,000 for each occurrence.
  - d) Automobile liability insurance in the amount of at least \$1,000,000 for each occurrence.
  - e) If the proposal includes options for the collection and handling of HHW, then environmental liability insurance in the amount of at least \$10,000,000 for each occurrence is required.

Before the commencement of any work under the contract, the successful Proposer agrees to furnish to the SWC certificates of insurance to prove that such insurance has been procured and is in force. All of the certificates of insurance shall contain a provision that coverage under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to Floyd County Government. The insurance policies as set forth above shall name the SWC, the City of Rome, and Floyd County as additional insured.

### **5.2 General Conditions**

- 1) There is no expressed or implied obligation for Floyd County Government or the SWC to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this RFP.
- 2) By submitting a Proposal, the Proposer certifies that it has fully read and understood this RFP, has reviewed the attached documents, and has full knowledge of the nature, scope, quantity and quality of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Failure to have done so will not relieve the successful Proposer of their obligation to enter into a contract and to completely perform the contract in strict accordance with this RFP.
- 3) Any proposal submitted shall constitute an irrevocable offer for a period of 90 calendar days unless extended beyond that time in writing by the Proposer.

- 4) Ownership of all data, materials, and documentation prepared for and submitted to Floyd County Government in response to this RFP shall belong exclusively to the SWC and will be considered a public record and subject to public inspection in accordance with the Georgia Open Records Act, O.C.G.A. 50-18-70 et. seq. unless otherwise provided by law.
- 5) The contract between the SWC and the successful Proposer will be on a form supplied by Floyd County Government.
- 6) This RFP and any resulting contract shall be governed in all respects by the laws of the State of Georgia and the successful Proposer shall comply with all applicable federal, state, and local laws and regulations.
- 7) By submitting their proposals and the Non-Collusion Affidavit of Proposer form, all Proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other person or party in connection with their proposals, and that they have not conferred on any Floyd County or City of Rome employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged. The proposing Proposers specifically certify that in submitting their proposals that they are not in violation of O.C.G.A. 16-10-2 and 16-10-22 for acts of bribery, and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.
- 8) By submitting their proposals, all Proposers certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.
- 9) By submitting their proposals and, all Proposers certify that participate in the federal work authorization program in accordance with the Immigration Reform and Control Act of 1986 (IRCA) and the Georgia Security and Immigration Compliance Act, O.C.G.A. 13-10-90 and 91.

### **5.3 Operational Control**

Nothing in the contract shall be construed as giving the SWC any right to exercise control over the business or operations of the successful Proposer or to direct in any respect the manner in which the successful Proposer's business and operations are conducted.

### **5.4 Indemnity**

- 1) The successful Proposer agrees to indemnify, save harmless, and defend the Joint Commission, the City of Rome, and Floyd County, its present and future affiliates, officers, members, employees, and agents from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incidental thereto including costs of defense, settlement, and reasonable attorney fees, which the SWC, the City of Rome, and Floyd

County may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property or any violation of governmental laws, regulations, or orders caused by the successful Proposer's performance or failure to perform its obligations under the provisions of the agreement by reason of any negligent or willful act or omission of successful Proposer, its employees, agents, or servants in the performance of the contract. However, the successful Proposer shall not be required to indemnify the SWC, the City of Rome, and Floyd County for any matter to the extent that it is due in whole, or in part, to the negligence, willful misconduct or wrongful act of the SWC, the City of Rome, and Floyd County.

- 2) The successful Proposer will not be required to release or indemnify the SWC, the City of Rome, and Floyd County for any liability attributable to any actions of the SWC, the City of Rome, and Floyd County either during the term of the contract or actions taken by the SWC, the City of Rome, and Floyd County prior to the commencement date or conditions at the RFRC created by the SWC, the City of Rome, and Floyd County prior to the commencement date which might be discovered after the commencement date of the contract.
- 3) The successful Proposer shall not indemnify or in any way be liable or responsible for any fines, charges, or penalties against the SWC, the City of Rome, and Floyd County for any violations directly attributable to actions by the SWC, the City of Rome, and Floyd County either prior to or after the commencement date.
- 4) The successful Proposer will indemnify and save harmless the SWC, the City of Rome, and Floyd County, its present and future officers, agents, servants, and employees from and against any and all suits, sanctions, legal proceedings, claims, demands, damages, costs, and expenses (including engineer and attorney fees) arising from personal injury, including death or disease, and property damage, to the extent resulting from the willful misconduct, negligent acts, or omissions of the successful Proposer, its officers, agents, servants, employees incident to performance under the agreement.

## **5.5 Assignment**

The successful Proposer shall not assign or transfer any interest in the contract or subcontract any part of the contract without prior written approval of the SWC.

## **Section 6 - Proposal Evaluation Process**

### **6.1 Evaluation Team**

A proposal evaluation team will evaluate all submitted proposals. The evaluation process will be conducted in two phases. The first phase will focus on an evaluation of the submitted proposals. The second phase will consist of an interview by the evaluation team with those Proposers who received the highest ratings in the first phase, and whose proposals are viable for further consideration.

### **6.2 Submittal Evaluation**

The first phase will include the evaluation of the technical, financial, and experience qualifications of the Proposer from the information requested in this RFP. In this phase the evaluation team will also make an initial assessment of the scope of services proposed by the Proposer in response to the information provided in Sections 1 through 3 of this RFP. Finally, the evaluation team will consider the cost proposal of each Proposer as submitted in response to the information provided in Section 4 of the RFP. The evaluation team reserves the right to request clarifications regarding information submitted as well as request additional information from any or all Proposers submitting proposals.

### **6.3 Proposer Interview**

The interview of Proposers selected for further consideration in the second phase of the evaluation process will provide an opportunity for the Proposers to clarify or elaborate on their proposals. This meeting will be a fact finding and explanation session only and neither constitutes nor implies the initiation of a contract negotiation.

### **6.4 Evaluation Recommendation and Proposal Selection**

At the conclusion of the second phase of the evaluation process, the evaluation team will make a recommendation to the SWC regarding the proposals submitted. The SWC reserves the right to accept, reject, and/or negotiate any or all proposals as determined by them to be in the best interest of the citizens of Floyd County. The SWC reserves the right to award a contract to the next most qualified Proposer if the selected Proposer does not execute a contract within 30 days after notification of the award.

## **Section 7 - Questions and Interpretations**

### **7.1 Pre-Proposal Conference**

A mandatory pre-proposal conference will be held at 1 pm on June 20<sup>th</sup>, 2016 in the Second Floor Conference Room of the Floyd County Administration Building 12E. 4<sup>th</sup> Avenue in Rome, GA. Appropriate staff will be available to answer questions regarding this RFP. All proposals must be submitted by 2 pm on July 7<sup>th</sup>, 2016.

### **7.2 Interpretations/Questions**

No questions or interpretation of meaning concerning this Request for Proposal will be made to any Proposer orally, except during the pre-proposal conference. Every inquiry or request for interpretation should be made by email and to be given consideration must be received no later than 2:00PM June 23<sup>rd</sup>, 2016. All inquiries and requests for interpretation should be addressed to: Nancy Lam, Purchasing Director, [lamn@floydcountyga.org](mailto:lamn@floydcountyga.org)

### **7.3 Addenda**

Responses to inquiries and requests for interpretations, or any supplemental instructions, will be in the form of a written Addenda to the Request for Proposal which, if issued, will be emailed to all prospective Proposers listed on pre-proposal sign in sheet not later than 2:00 PM June 28<sup>th</sup>, 2016. No addenda will be issued to address inquiries or other discussion held during the Pre-Proposal Conference unless necessary to materially amend the RFP. Addenda will also be posted on Floyd County and GPR websites.

### **7.4 Reports and Support Documentation**

Annual volume and financial reports, including assets, are attached. Be advised – the Center no longer collects or processes material from the Rome News Tribune effective April 1, 2016. In addition, since mid - April, 2016, we no longer collect or process glass.

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

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 Floyd County 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 Numer

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

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

\_\_\_\_\_  
Address of Contractor

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

\_\_\_\_\_  
FLOYD COUNTY GEORGIA  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_ in 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

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

My Commission Expires:  
\_\_\_\_\_

(Notary Seal or Stamp Required)

**ATTACHMENT**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
DRUG-FREE WORKPLACE CERTIFICATE**

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

1. A drug-free workplace will be provided for the Vendor's employees during the performance of the contract; and
2. Each Vendor who hires a subVendor to work in a drug-free workplace shall secure from that subVendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (subVendor's name) certifies to the Vendor that a drug-free workplace will be provided for the subVendor'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 Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

**DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Company Address:</b>	
<b>FAX Number:</b>	
<b>Email Address:</b>	
<b>*This table must be completed in its entirety by the supplier.</b>	

## 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.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	<b>Floyd County Board of Commissioners</b> <b>P.O. Box 946</b> <b>Rome, GA 30161</b>
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 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 chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

**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 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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 Floyd County Board of Commissioners. The bidder may be declared, by Floyd County , ineligible for further contracts with Floyd County 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.

\_\_\_\_\_  
PROPOSER/BIDDER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE