



Office of County Commissioners
130 Jacob's Way, Suite 301, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

REQUEST FOR BIDS

REPAIR OF DRIVES & PARKING LOTS
AT THE
HABERSHAM COUNTY RECREATIONAL CENTER & FAIRGROUNDS
4235 Toccoa Hwy, Clarkesville, GA

PROJECT NO **2024-01**

PROPOSALS DUE:

Friday, August 11, 2023
2:00 pm EST

SUBMIT BIDS TO:

Purchasing-Finance Department
Habersham County
130 Jacob's Way
Suite, 302
Clarkesville, GA 30523
purchasing@habershamga.com
(706) 839-0200



**Office of County Commissioners
Project No. Fairground Parking Lot
Proposal Due Friday, August 11, 2023
2:00 PM EST**

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PROJECT DESCRIPTION AND GENERAL NOTES

PROJECT NO.: **2024-01** HABERSHAM COUNTY

PROJECT CONSISTS OF: Provide two (2) coats of high density mineral bond (HA5 or Equal) at the Habersham County Fairgrounds & Soccer Complex drives and parking lots. Includes cleaning and sealing of cracks, painting of striping and symbols, and traffic control.

PROPOSAL GUARANTY: Not less than five (5) percent of the total bid.

Performance and payment bonds each in a sum equal to the full amount of the bid will be required for this project.

No proposal shall be withdrawn for a period of sixty (60) days from date of bid opening.

Bidder shall enter all unit prices, make all extensions and total bid.

PROJECT COMPLETION DATE: **Friday, October 27, 2023**

NOTE: *All work on this project shall be in accordance with Plans, if any, Special provisions and the 2021 edition of the Georgia Department of Transportation Standard Specifications and current edition of any applicable Supplemental Specifications.*

Addendums	Signature
Addendum 1	
Addendum 2	
Addendum 3	
Addendum 4	
Addendum 5	

RFP Timetable

Description	Date
RFP Released	Wednesday, July 26, 2023
Mandatory Pre-Bid Meeting	Wednesday, August 2, 2023 at 9:00 am, EST
Deadline for Proposal Questions	Monday, August 7, 2023 at 2:00 pm, EST
Submittal deadline	Friday, August 11, 2023 at 2:00 pm, EST
Tentative award date	Monday, August 21, 2023
Project Completion Date	Friday, October 27, 2023

Bid Submittal Requirements

The **mandatory pre-bid** meeting will be held on Wednesday, August 2, 2023 at 9:00 am EST at the project site, front parking lot; 4235 Toccoa Hwy, Clarkesville, GA 30523.

Each bidder must submit their proposal, in a sealed envelope or box, and marked with the bidders' name and address labeled: **"2024-04"**, and addressed to:

Habersham County Purchasing,
Finance Department
130 Jacob's Way, Suite 302
Clarkesville, GA 30523

Proposals shall be received no later than **2:00 pm EST, Friday August 11, 2023**, at Habersham County's Administration Building, Board of Commissioners Meeting Room, Room 211 located on the main level at 130 Jacob's Way, Clarkesville, GA 30523 at which time and place all proposals will be publicly opened and acknowledged.

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00 am and 5:00 pm EST, Monday through Friday, excluding holidays observed by the Habersham County Government. For a complete listing of holidays please visit www.habershamga.com.

SPECIAL PROVISIONS

PROPOSAL GUARANTY: No proposal will be considered unless accompanied by a Proposal Guaranty consisting of a bid bond, certified check, or negotiable instrument in the amount of **Five (5) Percent** of the total bid received with each bid submitted as assurance that the bidder, upon acceptance of his/her bid, can execute such contractual documents as may be required within a specified period of time.

DELIVERY OF PROPOSAL: Each proposal together with the Proposal Guaranty shall be in a sealed envelope so marked as to identify the contents without being opened. Proposals will be received until the time and date set in the Notice to Contractors for opening and must be in the hands of the officials indicated by that time. Proposals received after the time established for opening of bids will be returned unopened to the Bidder.

AWARDS OF CONTRACT: If a contract is awarded, it will be awarded to the lowest responsible bidder whose Proposal shall have met all prescribed requirements. The Contract will be awarded, if at all, within 60 calendar days after opening of Proposals.

CANCELLATION OF AWARD: The County reserves the right to cancel the Award of any Contract at any time before the execution of said Contract by all parties without any liability against the County.

RETURN OF PROPOSAL GUARANTY: All Proposal Guaranties except that of the lowest responsible Bidder will be returned immediately following the Award of the Contract. The Guaranty of the successful Bidder to whom the Award is made will be retained until the Contract Performance and Payment Bonds have been approved.

REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS: At the time of the execution of the Contract, and as part thereof, the successful Bidder shall furnish Performance and Payment Bonds each in the sum equal to 100 percent of the Contract. The Bonds shall be executed by the Contractor and a Surety Company acceptable to the County and authorized to do business in the State of Georgia. In the event the bond is furnished by an out-of-state agent, it shall be countersigned by a Georgia resident agent in accordance with laws of Georgia.

ALL BIDDERS MUST FURNISH PROOF OF LIABILITY INSURANCE AS WELL AS WORKER'S COMPENSATION AS REQUIRED BY STATE STATUTES.

PAYMENTS: Payment will be made to the contractor each calendar month based on the estimated amount of work complete in place as prescribed by the current edition of the Georgia Department of Transportation (GDOT) Standard Specifications.

NOTICE TO PROCEED: The work shall begin within 10 days after notification to begin work by the County and shall be carried through to completion without unreasonable delays and without suspension of the work unless authorized in writing by the County. If there are unreasonable delays or unauthorized suspensions of the work, The County reserves the right to charge the Contractor, not as a penalty, but as liquidated damages as prescribed by the current edition of the Georgia Department of Transportation (GDOT) Standard Specifications.

RETAINAGE: Retainage will be withheld at the rate of five (5) percent of the monetary value of the work completed until the project has reached Fifty (50) percent complete. At that time the retainage may be reduced to two and one half (2 ½) percent if the status of the work is satisfactory and approved by the Director. Retainage will not accrue interest. Final Payment of the amounts withheld will not be made until the project has been satisfactorily completed and accepted by the Georgia Department of Transportation (GDOT) and/or Habersham County.

GDOT STANDARD SPECIFICATIONS

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC:

Delete Sub-Section 107.15 and substitute the following:

107.15 RESPONSIBILITY FOR CLAIMS: The Contractor shall indemnify and save harmless the County, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding THE WORK; or through use of unacceptable materials in constructing THE WORK; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered from any infringements or patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be withheld for use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

SECTION 108.08 FAILURE OR DELAY IN COMPLETING THE WORK ON TIME:

Any Liquidated Damages Assessed by the County for failure or delay in completing the Work on time shall be in accordance with Section 108.08 of the latest edition of the Georgia Department of Transportation Standard Specifications.

According to **Section 108.08 Failure or Delay in Completing Work on Time**, the Contractor shall be backcharged \$450/workday until work is completed and inspected.

SECTION 150 – TRAFFIC CONTROL DURING CONSTRUCTION:

Traffic Control during Construction shall be the sole responsibility of the Contractor. Reference GDOT Standard Traffic Control Detail for Lane Closure on Two-Lane Highway, Number 9102, for minimum acceptable Traffic Control. All traffic control devices used during construction shall be in full compliance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Pilot vehicles or reliable means of communication shall be used to control traffic through the construction area at all times unless other methods are approved by the Director.

Work will be performed, Monday through Friday, beginning at 6:30 am and ending at 3:30 pm. If directed, restrictive hours may be applied to the project to accommodate activities and events at the facility. A calendar of currently scheduled events is listed in the attached Exhibit A. Phasing of work may be required to ensure protection of materials before opening to vehicular traffic.

SECTION 161 – CONTROL OF EROSION AND SEDIMENTATION:

Modification of the current edition of the Georgia Department of Transportation Standard Specifications. Retain as written and add the following:

If applicable, all erosion control items not covered elsewhere in the contract shall be the responsibility of the contractor to meet the requirements of Chapter 7 of Title 12 of the Official Code of Georgia Annotated, the Erosion and Sediment Control Act of 1975, as amended.

INSURANCE REQUIREMENTS:

The Limits of Liability for the insurance by the General Conditions shall not be less than the following amounts:

A. WORKERS COMPENSATION:

- | | |
|--|--------------------|
| (1) State | <u>Statutory</u> |
| (2) Applicable Federal (e.g. Longshoreman’s) | <u>Statutory</u> |
| (3) Employer’s Liability | <u>\$1 Million</u> |

B. Comprehensive General Liability (including Contractual Liability, Premises-Operations; Independent Contractor’s Protective; Products Liability - Completed Operations; Broad Form Property Damages):

- | | |
|--|--------------------|
| (1) General Aggregate (Except Products – Completed Operations) | <u>\$2 Million</u> |
| (2) Products – Completed Operations Aggregate | <u>\$1 Million</u> |
| (3) Personal and Advertising Injury (per Person/Organization) | <u>\$1 Million</u> |
| (4) Each Occurrence (Bodily Injury) | <u>\$25,000</u> |
| (5) Each Occurrence (Property Damage) | <u>\$50,000</u> |
| (6) Excess or Umbrella Liability | <u>\$3 Million</u> |
| a. General Aggregate | <u>\$3 Million</u> |
| b. Each Occurrence | <u>\$3 Million</u> |

NOTICE TO ALL BIDDERS: Certificates of Insurance must be available at the time the contract is signed by the Board of Commissioners.

INSURANCE

ALL BIDDERS MUST FURNISH PROOF OF LIABILITY INSURANCE, WORKER'S COMPENSATION LIABILITY INSURANCE, AND ANY OTHER INSURANCE REQUIRED BY APPLICABLE STATE, FEDERAL, AND ADMINISTRATIVE LAW.

Such proof shall be submitted with the bid/proposal and show evidence of insurability satisfactory to Habersham County as to form and content. If the bid is selected by the County, the Bidder must maintain, at a minimum, the insurance policies and minimums indicated in the selected bid. If the Bidder maintains broader coverage and/or higher limits than shown in the bid, Habersham County shall be entitled to coverage for the higher limits maintained by the Bidder.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Habersham County. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Bidder shall provide written notice to Habersham County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered.

Certificates of Insurance are to list Habersham County Government, its' Officers, Officials and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability). This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Habersham County. If Habersham County shall so request, the Bidder will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The obligations for the Bidder to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Bidder from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

Questions, Interpretations and Addenda

No inquiries or interpretation of meaning concerning this Request for Bids will be made to any interested party orally. Every inquiry or request for interpretation should be made in writing via e-mail. All inquiries and requests for interpretation should be sent via e-mail to purchasing@habershamga.com all questions and all answers will be posted on the website www.habershamga.com. **It will be the responsibility of interested parties to periodically check the website for any new information and/or addenda.**

EXHIBIT A – SCHEDULED EVENTS & ACTIVITIES

August 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1	2	3	4	5
Reserve	Reserve	Reserve 12p - 9p Sheriff's Office Back To School Bash Dewey H. Tench Market Pavilion	Reserve	Reserve	Reserve	Reserve
6	7	8	9	10	11	12
Reserve	Reserve	Reserve	Reserve	Reserve	Reserve	Reserve 9a - 11p NE Georgia Swap Meet Dewey H. Tench Market Pavilion
13	14	15	16	17	18	19
Reserve	Reserve	Reserve	Reserve	Reserve	Reserve	Reserve
20	21	22	23	24	25	26
Reserve	Reserve	Reserve	Reserve	Reserve	Reserve	Reserve
27	28	29	30	31	1	2
Reserve	Reserve	Reserve	Reserve	Reserve	Reserve	Reserve 9a - 2p NE Georgia Swap Meet Dewey H. Tench Market Pavilion 2p - 11p Blood Drag Car Show Dewey H. Tench Market Pavilion 2p - 6p Blooddrag Car Show Dewey H. Tench Market Pavilion

September 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27 <small>Reserve</small>	28 <small>Reserve</small>	29 <small>Reserve</small>	30 <small>Reserve</small>	31 <small>Reserve</small>	1 <small>Reserve</small>	2 <small>Reserve</small> <div style="background-color: #ffff00; padding: 2px;"> 9a - 2p NE Georgia Swap Meet ✓ <small>SS</small> Dewey H. Tench Market Pavilion </div> <div style="background-color: #ffff00; padding: 2px;"> 2p - 11p Blood Drag Car Show Dewey H. Tench Market Pavilion </div> <div style="background-color: #ffff00; padding: 2px;"> 2p - 6p Blooddrag Car Show Dewey H. Tench Market Pavilion </div>
3 <div style="background-color: #ffff00; padding: 2px;">Blood Drag Car Show</div> <div style="background-color: #ffff00; padding: 2px;">Dewey H. Tench Market Pavilion</div> <div style="background-color: #ffff00; padding: 2px;">Blooddrag Car Show</div> <div style="background-color: #ffff00; padding: 2px;">Dewey H. Tench Market Pavilion</div> <small>Reserve</small>	4 <small>Reserve</small>	5 <small>Reserve</small>	6 <small>Reserve</small>	7 <small>Reserve</small>	8 <small>Reserve</small>	9 <small>Reserve</small>
10 <div style="background-color: #ffff00; padding: 2px;">Georgia Mountain Fair & Rodeo</div> <div style="background-color: #ffff00; padding: 2px;">Dewey H. Tench Market Pavilion</div> <div style="background-color: #ffff00; padding: 2px;">Georgia Mountain Fair & Rodeo</div> <div style="background-color: #ffff00; padding: 2px;">P</div> <div style="background-color: #ffff00; padding: 2px;">Habersham County Fairgrounds</div>	11 <small>Reserve</small>	12 <small>Reserve</small>	13 <small>Reserve</small>	14 <small>Reserve</small>	15 <small>Reserve</small>	16 <small>Reserve</small>
17 <div style="background-color: #ffff00; padding: 2px;">Georgia Mountain Fair & Rodeo</div> <div style="background-color: #ffff00; padding: 2px;">Dewey H. Tench Market Pavilion</div> <div style="background-color: #ffff00; padding: 2px;">Georgia Mountain Fair & Rodeo</div> <div style="background-color: #ffff00; padding: 2px;">P</div> <div style="background-color: #ffff00; padding: 2px;">Habersham County Fairgrounds</div> <small>Reserve</small>	18 <small>Reserve</small>	19 <small>Reserve</small>	20 <small>Reserve</small>	21 <small>Reserve</small>	22 <small>Reserve</small>	23 <small>Reserve</small>
24 <small>Reserve</small>	25 <small>Reserve</small>	26 <small>Reserve</small>	27 <small>Reserve</small>	28 <small>Reserve</small>	29 <small>Reserve</small>	30 <small>Reserve</small> <div style="background-color: #ffff00; padding: 2px;"> 9a - 11p Wedding - Wedding ✓ <small>OS</small> Dewey H. Tench Market Pavilion </div>

October 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
9a - 11p Kids Consignment Sale ✓ SS Dewey H. Tench Market Pavillion	9a - 11p Kids Consignment Sale ✓ SS Dewey H. Tench Market Pavillion	9a - 11p Kids Consignment Sale ✓ SS Dewey H. Tench Market Pavillion	9a - 11p Kids Consignment Sale ✓ SS Dewey H. Tench Market Pavillion	9a - 11p Kids Consignment Sale ✓ SS Dewey H. Tench Market Pavillion	9a - 11p Kids Consignment Sale ✓ SS Dewey H. Tench Market Pavillion	9a - 11p Kids Consignment Sale ✓ SS Dewey H. Tench Market Pavillion
8	9	10	11	12	13	14
9a - 11p Kids Consignment Sale ✓ SS Dewey H. Tench Market Pavillion				9a - 11p NE Georgia Swap Meet ✓ SS Dewey H. Tench Market Pavillion	9a - 11p NE Georgia Swap Meet ✓ SS Dewey H. Tench Market Pavillion	9a - 11p NE Georgia Swap Meet ✓ SS Dewey H. Tench Market Pavillion
15	16	17	18	19	20	21
				8a - 11p Habersham County E-911 Fun Fest Dewey H. Tench Market Pavillion		10a - 4p Relay for Life - Relay for Life ✓ SS Dewey H. Tench Market Pavillion
22	23	24	25	26	27	28
29	30	31	1	2	3	4

Summary of Quantities
 Project No. 2024-01 Habersham County

I.D No.	Project Name	Traffic Control (LS)	High Density Mineral Bond (SY)	Provide two (2) coats of High Density Mineral Bond (HA5 or Equal) at drives & parking lots. Incl. clean & seal cracks, striping/symbols, traffic control.
1	Habersham County Recreational Center & Fairgrounds	1	48426	
Total		1	48,426	

TYPICAL DETAILS
PROJECT NO. 2024-01

1. Contractor to provide two (2) coats of High Density Mineral Bond (HA5 or Equal) material.
2. Contractor will clean and crack seal all pavement before installation of High Density Mineral Bond material. This includes removal of any plant material from cracks, edges, and joints. To clean, blow cracks with compressed air.
3. Stripe for standard parking space 9'-0" wide (O.C.) by 18'-0" long, 4" wide white paint. Striping, symbols, and spacing for handicap accessibility must meet ADA criteria. Include white arrows as currently located.
4. Contractor must warranty their work for a period of five (5) years when applied to pavement in appropriate condition. The warranty includes coverage for peeling and premature wear.
5. Final mat appearance will have no runoff onto concrete curbs and shoulders, no streaking, no light spots and no de-bonding due to road contaminants.
6. Mineral Bond material will be placed only in appropriate weather that will allow it to dry and have traffic back on the new treated surface no longer than 8 hours.
7. Contractor will be responsible for all traffic control during the project.

Project No. 2024-01 Habersham County

Schedule of Items

Item No.	Item Description	Unit	Approx. Qty.	Unit Price	Extended Item Cost
	Traffic Control	LS	1	\$ -	\$ -
	High Density Mineral Bond seal coating, incl clean & seal cracks, striping & symbols	SY	48,426	\$ -	\$ -
					\$ -

TOTAL BASE BID _____

Submitted By: _____

Name of Corporation, Partnership, Individual

Address: _____

Signature of Duly Authorized Representative

SIGNATURE SHEET

PROJECT NO.: **2024-01**
HABERSHAM COUNTY

BID SUBMITTED

BY: _____
(Print Name of Firm)

CONTRACT EXECUTED ON BEHALF OF THE CONTRACTOR:

This the _____ Day of _____, 2023

BY: _____ TITLE _____
Printed Name of Official Signing Contract

WITNESS FOR THE
CONTRACTOR _____

.....
CONTRACT EXECUTED ON BEHALF OF HABERSHAM COUNTY:

This the _____ Day of _____, 2023

BY: _____
Habersham County Commission Chairman

WITNESS FOR THE
COUNTY _____

CONTRACT ACCEPTED BY THE COUNTY ON _____, 2023

ATTEST: _____ COUNTY COMMISSION CLERK

BIDDERS DECLARATION

Project Number 2024-01
Habersham County

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 the bidder has liability insurance and a declaration of insurance form will be provided before the commencement of any work.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **Friday, August 11, 2023** at 2:00 pm but may not be withdrawn after such date and time.

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

That by submission of this bid the bidder acknowledges that Habersham County 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 Habersham County. The bidders may be declared, by Habersham County, ineligible for further contracts with Habersham 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.

BIDDER

SIGNATURE

TITLE

CONTRACTOR'S CERTIFICATON

DRUG- FREE WORKPLACE

STATE OF GEORGIA
HABERSHAM COUNTY

PROJECT NO. 2024-01

I hereby certify that I am a principle and duly authorized representative of

Whose address is _____

And that:

1. The provisions of Section 50-24-1 of the Official Code of Georgia Annotated, relating to the “Drug Free Workplace Act” have been complied with in full; and,
2. A drug-free workplace will be provided for the contractor’s employee’s during the performance of the contract; and,
3. Each subcontractor hired by the Prime Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. The Prime Contractor shall secure from the subcontractor the following written certification: “As a part of the subcontracting agreement with _____ certifies to the Prime Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia annotated Section 50-24-3”: and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale distribution, possession, or use of an uncontrolled substance or marijuana during the performance of the contract.

Date: _____

Signature

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any member of their firm, have in any way, directly or indirectly, entered into any arrangement or agreements with any other bidder, or with any public officer of the County whereby such affiant or affiants or either of them, has paid or is to pay to such bidder or public officer any sum of money, or has given, or is to give to such other bidder or public officer anything of value whatever; or such affiant or affiants or either of them has not, directly or indirectly; entered into any arrangement or agreement with any other bidder(s), which tends to, or does lessen or destroy free competition in the letter of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any understanding or agreement of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Contractor: _____

By: _____

Authorized Contractor Representative

This the _____ Day of _____, 2023

Notary Public: _____

My Commission Expires: _____, 20____



Office of County Commissioners
130 Jacob's Way, Suite 337, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

STATE OF GEORGIA

E-Verify PROGRAM VENDOR/CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies it's 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 Habersham County 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 are as follows:

EEV / Basic Pilot Program User ID Number (E-Verify)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent Signature

Contractor Address

Title of Authorized Officer or Agent of Contractor Above

Company / Contractor Name

Contractor City, State, Zip Code

Date of Contract between Contractor and Habersham County

Sworn to and subscribed before me

This _____ day of _____, 20__

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SSA).

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line 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.

Social security number									

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

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 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. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

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.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.