

Office of County Commissioners

130 Jacobs Way, Suite 302, Clarkesville, GA 30523 706–839–0200

www.habershamga.com

REQUEST FOR PROPOSALS

Habersham County Board of Commissioners is soliciting proposals for:				
Waste Disposal Service				
RFP Released	April 24 th , 2024			
Deadline for Proposal Questions	May 2 nd , 2024, by 2:00 PM EST			
Proposals due	May 8 th , 2024, by 2:00 PM EST			
Tentative Award Date May 15th, 2024				

SUBMIT PROPOSALS TO:

Habersham County
Purchasing, Finance Department
"Waste Disposal Service"
130 Jacobs Way, Suite 302
Clarkesville, GA 30523
purchasing@habershamga.com
706-839-0200



Office of County Commissioners Waste Disposal Proposal Due Wednesday May 8th, 2024 2:00 PM EST

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Submittal Requirements

Each bidder must submit their proposal, enclosed in a sealed envelope or box, and marked with the bidders' name, address and labeled: **Waste Disposal Service** and addressed to:

Habersham County Purchasing, Finance Department 130 Jacobs Way, Suite 302 Clarkesville, GA 30523

Proposals shall be received no later than 2:00 PM, Wednesday May 8th, 2024 at Habersham County's Administration Building at 130 Jacobs 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, Monday through Friday, to the Board of Commissioners Office, Room No. 337 located on the top floor, excluding holidays observed by the Habersham County Board of Commissioners. For a complete listing of holidays, please visit http://www.habershamga.com.

Qualifications and Experience

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

1. Certification that the Bidder 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.

Terms & Conditions

- 1. The initial term of a contract awarded as a result of this RFP shall be from date of award through completion of contract.
- 2. Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The Habersham County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the improper designation.
- 3. Habersham County reserves the right to reject any and all proposals. The County will not discriminate against any vendor submitting a bid because of race,

creed, color, national origin, or handicap. The County is an equal opportunity employer.

- 4. Habersham County encourages all proposers to promote opportunities for diverse business, including Minority Business Enterprises ("MBE"), Female Business Enterprises ("FBE"), and Small Business Enterprises ("SBE") to be included as sub-consultants and/or bidders. However, nothing herein should be construed to indicate that a MBE, FBE, or SBE may not apply and be selected independently. MBEs, FBEs, and SBEs that meet qualifications of this RFP are encouraged to submit their proposals for consideration.
- 5. Habersham County reserves the right to exercise discretion and apply its judgement with respect to all bid proposals submitted The County also reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of consulting firms submitting proposals, supplementary information as may be necessary for County staff to analyze the bid proposals.
- 6. Habersham County may elect to award a contract in multiple phases, as is deemed to be in the County's best interest. Should the County award projects in phases, the County reserves the right to award the phases to the same firm. All proposals submitted in response to the RFP become property of Habersham County and public records and will be subject to public view.
- 7. All proposals shall constitute, for a period of 90 calendar days, an irrevocable offer to provide the goods/services set forth in the specifications and proposal.
- 8. At no time shall the successful vendor reproduce Habersham County's logo, return address or any other identifying or proprietary information for any other purpose. Also, the vendor shall not use Habersham County in any advertisements without the written consent of the County. Refer to https://www.habershamga.com/document_center.cfm?fid=277&ysnDC=1; County Commissioners Documents and Information; to download a copy of the Application for Permission to Use County Logo.
- 9. Habersham County Government is tax exempt. The selected vendor will be provided with Habersham County's Sales and Use Tax Certificate of Exemption number upon request.
- 10. All bidders will be required to provide a Certificate of Insurance as proof of insurance and Workman's Compensation Insurance while under contract with Habersham County. Workman's Compensation Insurance should be as required by the State of Georgia.

- 11. Information provided within the bidder's proposal are subject to open records request per Georgia Law. For more information, please visit https://www.habershamga.com/open-records-request.cfm.
- 12. Habersham County follows the purchasing policies and procedures adopted on December 14, 2015 through Habersham County Ordinance to Chapter 1; Article 4, Division 2. Refer to http://www.habershamga.com/document_center.cfm?fid=339&synDC=1; Finance Department Policies; for complete document.

Insurance Coverage Requirements

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 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.

Purchasing/Invoicing

- 1. Monthly invoices must include the following information for each pick-up location:
- Size of Dumpsters
- Number of trash pickups per week, per dumpster
- · Days of week trash is picked up
- Approximate time of day of trash pick-up
 - 2. Invoices will be paid within 30 days of receipt.

Scope Of Work

- 1. Provide Waste Disposal to the following locations: Habersham County Extension Service, Administrative Building, Courthouse, Facilities Management Office, Road/Fleet Department, Recreation Department, Fairgrounds, Animal Care & Control Shelter, Sheriff/Detention Center, Fire Station #9, Fire Station #12, Fire Station #13, Fire Station #14, Fire Station #16, Fire Station #17, Senior Center, 911 Dispatch Center, Gymnastics Center, EMS Station and Mountain Judicial Accountability Treatment Center. (See attached schedule for physical location).
- 2. The awarded bidder will be responsible for providing Habersham County with a Direct Dispatch Information to include account contact name and phone number. Dispatch must be accessible from 8:00am 5:00pm.
- 3. The awarded bidder will place state and federally approved covered containers at all locations as noted on Scope of Work, #1. The awarded bidder is responsible for the care and maintenance of all containers under this contract.
 - All containers must bear the signage stating, "NO PARKING" and "PRIVATE – NO PUBLIC DUMPING ALLOWED"
 - **b.** Any container that becomes unfit for refuse storage, or loses its protection against vermin, shall be replaced at no cost to the County.
 - **c.** Should a container need replacing, a replacement container must be onsite within 24 hours.
 - **d.** Should additional containers be required at a later date, they will be provided at existing contracted pricing.
- 4. The awarded bidder will be responsible for providing Habersham County with a pick-up schedule which shall include all containers' locations, how often they

- are to be picked up, day they will be picked up, and time. No deviation from the original schedule will be allowed unless written notification is provided and approved by Habersham County. Habersham County will not be required to pay an overage fee due to awarded bidder missing scheduled pickups.
- 5. The awarded bidder will be responsible for any damage to a building or other property caused by drivers/workers while performing the work indicated in these specifications.
- It shall be the responsibility of the awarded bidder to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak, or other means of contamination caused by accident or negligence.
- 7. In the instance of Holidays (observed by Habersham County), the awarded bidder may schedule an alternate pick-up day; the day before the holiday or the day after, if they so choose.
- 8. The awarded bidder agrees to ONLY utilize the Habersham County Landfill for Habersham County waste disposal.

Questions and Interpretations

No inquiries or interpretation of meaning concerning this Request for Proposal 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.

	One (1) 8 yard - Once a week One (1) 8 yard - Once a week No loading dock access X 26 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost No loading dock access	\$ \$ \$ \$ \$ \$
ersham County Extension Service Monroe Street 'kesville, GA 30523 ersham County Courthouse Llewellyn Street 'kesville, GA 30523 ersham Facilities Maintenance 6 Toccoa Highway 'kesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	One (1) 2 yard - Once every 2 weeks Bi-Weekly Cost No loading dock access X 26 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$ \$ \$
Monroe Street kesville, GA 30523 ersham County Courthouse Llewellyn Street kesville, GA 30523 ersham Facilities Maintenance 6 Toccoa Highway kesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	Bi-Weekly Cost No loading dock access X 26 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$ \$ \$
ersham County Courthouse Llewellyn Street kesville, GA 30523 ersham Facilities Maintenance 6 Toccoa Highway kesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	No loading dock access X 26 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$ \$ \$
ersham County Courthouse Llewellyn Street kesville, GA 30523 ersham Facilities Maintenance 6 Toccoa Highway kesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	X 26 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$ \$ \$
Llewellyn Street rkesville, GA 30523 ersham Facilities Maintenance 6 Toccoa Highway rkesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$ \$ \$
Llewellyn Street rkesville, GA 30523 ersham Facilities Maintenance 6 Toccoa Highway rkesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	Weekly Cost No loading dock access X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$
ersham Facilities Maintenance 6 Toccoa Highway kesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	No loading dock access X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$
ersham Facilities Maintenance 6 Toccoa Highway kesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	X 52 Weeks One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$
6 Toccoa Highway rkesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	One (1) 8 yard - Once a week Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$
6 Toccoa Highway rkesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	Weekly Cost No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$
kesville, GA 30523 Station 9 - Hollywood 3 Hollywood Highway	No loading dock access X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	\$
Station 9 - Hollywood 3 Hollywood Highway	X 52 Weeks One (1) 4 yard - Once a week Weekly Cost	
3 Hollywood Highway	One (1) 4 yard - Once a week Weekly Cost	
3 Hollywood Highway	Weekly Cost	\$
	•	\$
kesville, GA 30523	No loading dock access	
	X 52 Weeks	\$
ersham County Fairgrounds	One (1) 8 yard - Once a week	
5 Toccoa Highway	Weekly Cost	\$
kesville, GA 30523	No loading dock access	
	X 52 Weeks	\$
ion 12 - View	One (1) 4 yard - Once every 2 weeks	
5 Duncan Bridge Road	Bi-Weekly Cost	\$
nelia, GA 30531	No loading dock access	
•	X 26 Weeks	\$
ion 13 - Habersham Mills	One (1) 2 yard - Once every 2 weeks	
5 Habersham Mills Road		\$
	-	
.,,.	5	\$
ion 14 - Camp Creek		,
	5 (2/2 ja.a 5 5 j 2 Wooko	\$
	Bi-Weekly Cost	T
0 Camp Creek Road Airy, GA 30563	Bi-Weekly Cost No loading dock access	I
-	i Habersham Mills Road kesville, GA 30523 on 14 - Camp Creek	Habersham Mills Road Kesville, GA 30523 No loading dock access X 26 Weeks One (1) 2 yard - Once every 2 weeks Bi-Weekly Cost

VENDOR:					
SITE NO.	D	AMOUNT			
LIST OF FACILITIES MANAGEMENT WASTE DISPOSAL					
	Habersham County Airport	One (1) 2 yard - Once a week			
9	1112 Airport Rd	Weekly Cost	\$		
3	Cornelia, GA 30531	No loading dock access			
		X 52 Weeks	\$		
	Animal Care & Control	One (1) 6 yard - Twice a week			
10	4123 Toccoa Highway	Weekly Cost	\$		
10	Clarkesville, GA 30523	No loading dock access			
		X 52 Weeks	\$		
	Habersham Parks & Recreation Dept	Two (2) 8 yard - Once a week			
11	120 Paul Franklin Road	Weekly Cost	\$		
11	Clarkesville, GA 30523	No loading dock access			
		X 52 Weeks	\$		
	Habersham County Senior Center	One (1) 4 yard - Once a week			
12	217 Scoggins Drive	Weekly Cost	\$		
12	Demorest, GA 30535	No loading dock access			
		X 52 Weeks	\$		
	Habersham County 911 Dispatch	One (1) 6 yard - Once a week			
13	175 EOC Drive	Weekly Cost	\$		
13	Mt. Airy, GA 30563	No loading dock access			
		X 52 Weeks	\$		

	Station 17 - Panther Creek	One (1) 2 yard - Once every 2 weeks	
14	4455 The Orchard Road	Bi-Weekly Cost	\$
14	Clarkesville, GA 30523	No loading dock access	
		X 26 Weeks	\$
	Habersham County Sheriff's Office	One (1) 8 yard - Twice a Week	
15	1000 Detention Drive	Weekly Cost	\$
15	Clarkesville, GA 30523	No loading dock access	
		X 52 Weeks	\$
	Habersham County Gymnastics Center	One (1) 2 yard - Once a week	
16	585 Grant Street	Weekly Cost	\$
10	Clarkesville, GA 30523	No loading dock access	
		X 52 Weeks	\$

VENDOR:							
SITE NO.	. DESCRIPTION						
LIST OF FACILITIES MANAGEMENT WASTE DISPOSAL							
	Habersham County Fleet & Road Department	One (1) 8 yard - Once a week					
17	4218 Toccoa Highway	Weekly Cost	\$				
17	Clarkesville, GA 30523	No loading dock access					
		X 52 Weeks	\$				
	Habersham County EMS Station	One (1) 2 yard - Once a week					
18	125 Robertson Loop Road	Bi-Weekly Cost	\$				
10	Demorest, GA 30535	No loading dock access					
		X 26 Weeks	\$				
	Habersham County Administration Building	One (1) 8 yard - Once a week					
19	130 Jacobs Way	Weekly Cost	\$				
19	Clarkesville, GA 30523	No loading dock access					
		X 52 Weeks	\$				
	Habersham County Accountability Court	One (1) 2 yard - Once a week					
20	390 Rockford Cove Road	Weekly Cost	\$				
20	Mt. Airy, GA 30563	No loading dock access					
		X 52 Weeks	\$				
	Habersham County Elections	One (1) 2 yard - Once every two weeks					
21	403 Habersham County Shopping Ctr,	Bi-Weekly Cost	\$				
21	Cornelia, GA 30531						
		X 26 Weeks	\$				

ADDITIONAL FEES

Dumpster Delivery Fee (All size, if difference per size please notate)										
Dumpster Removal Fe	Dumpster Removal Fee						\$			
Dumpster Relocation	Dumpster Relocation Fee (Whether on same property or moved to a different property)						\$			
Dumpster Overflow Fe	Dumpster Overflow Fee (Not applicable if Vendor has missed scheduled pickups)						\$			
Additional Fee:									\$	
Additional Fee:									\$	
Additional Fee:									\$	
Additional Fee:									\$	
Additional Fee:									\$	
Additional Fee:									\$	

ame for the full duration of the contract*

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

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

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

That 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 May 8th, 2024 at 2:00 p.m. 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.

DIDDER.	
Name	Title
Name	Title

AFFIX CORPORATE SEAL (If Applicable)

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:	
STATE OF	
COUNTY OF	
Owner, Partner or Officer of Firm,Company Nam	ne, Address, City and State
Being of lawful age, being first duly sworn, on oath says that the attached bid. Affidavit further states as bidder, that they have restraint of competition by agreement to bid at a fixed pre Habersham County or any of their employees as to quantit discussion between bidders and any official of Habersham Commoney or other things of value for special consideration in	have not been a party to any collusion among bidders in ice or to refrain from bidding; or with any office of cy, quality or price in the prospective contract; or any County or any of their employees concerning exchange
FIRM NAME	
SIGNATURE	
TITLE	
Subscribed and sworn to before me this day of 20	

NOTARY PUBLIC

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		



Request for Taxpayer Identification Number and Certification

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

	Name (as	shown on your income tax return)					
Business name/disregarded entity name, if different from above							
Print or type See Specific Instructions on page		oropriate box for federal tax classification: dual/sole proprietor	Trust/estate	Exemptions (see instructions):			
Exe						any)	
Print or type	Limit	ted liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	ship) ▶	Exemption from FATCA reporting code (if any)			
P P	Othe	er (see instructions) ▶					
pecifi	Address (r	number, street, and apt. or suite no.)	Requester's name a	and address (o _l	otional)		
See S	City, state	, and ZIP code					
	List accou	int number(s) here (optional)					
Par	1	Taxpayer Identification Number (TIN)					
		n the appropriate box. The TIN provided must match the name given on the "Name	11110	curity number			
reside entities	nt alien, so s, it is you	withholding. For individuals, this is your social security number (SSN). However, foole proprietor, or disregarded entity, see the Part I instructions on page 3. For other ir employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	.				
	page 3.		Employer	identification	number		\neg
	r tne acco	ount is in more than one name, see the chart on page 4 for guidelines on whose			1 1	$\overline{\top}$	\dashv
				-			
Part		Certification					
		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 is	sued 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 ar	n a U.S. c	itizen or other U.S. person (defined below), and					
4. The	FATCA co	ode(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct.				
becausinteres genera instruc	se you ha t paid, ac	structions. You must cross out item 2 above if you have been notified by the IRS to the failed to report all interest and dividends on your tax return. For real estate trans equisition or abandonment of secured property, cancellation of debt, contributions to ents other than interest and dividends, you are not required to sign the certification page 3.	actions, item 2 do o an individual reti	es not apply. rement arran	For mor gement	tgage (IRA), a	and
Sign Here		ature of person ► Da	ate ►				

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.



Office of County Commissioners

555 Monroe Street, Unit 20, 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	
Thisday of	
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 (!RCA), 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).