



REQUEST FOR PROPOSALS RFP# 21-005  
RESIDENTIAL & COMMERCIAL BUILDING INSPECTIONS

BID OPENING DATE  
THURSDAY, MARCH 11, 2021

CITY OF AUBURN, GA  
1369 4TH AVE  
PO BOX 1059  
AUBURN, GA 30011  
PHONE: 770-963-4002

**RFP#21-005 – RESIDENTIAL & COMMERCIAL BUILDING INSPECTIONS**  
**INFORMATION & INSTRUCTION TO PROPONENTS**

1. **Services Required:** This Request for Proposals (RFP) is for qualified Proponents (“Proponent” or “Proponents”) to provide residential and commercial building inspection and other related services for the Community Development Department for the City of Auburn, Georgia (“City”). A detailed Scope of Services is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Auburn Code of Ordinances. By submitting a Proposal about this solicitation, a Proponent acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Proponent and team member shall have the minimum experience set forth in this RFP.
4. **Certificate of Authority to Transact Business in Georgia:** Each Proponent must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Subcontractors.
5. **Business License:** Proponent is requested to submit a copy of its current, valid business license with its Proposal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid county or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
6. **Professional License:** Proponent must attach a copy any professional license required by this RFP with its response.
7. **No Offer by City and Firm Offer by Proponent:** This solicitation does not constitute an offer by City to enter a Contract and cannot be accepted by any Proponent to form a Contract. This solicitation is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City’s Code of Ordinances and other applicable law.
8. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and Twenty (120) calendar days from the Proposal Submission Deadline and must be marked as such.
9. **Proposal Submission Deadline:** Responses to this RFP will be received by the City of Auburn Finance Department, 1369 4th Avenue, PO Box 1059, Auburn, Georgia, or via email to

[ccase@cityofauburn-ga.org](mailto:ccase@cityofauburn-ga.org) until 2:00 P.M., Eastern Standard Time (EST) on Thursday, March 11, 2021. Late Proposals will not be considered.

10. **Solicitation Questions/Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to Christy Case, City Accountant, City of Auburn, PO Box 1059, Auburn, GA 30011, or emailed to [ccase@cityofauburn-ga.org](mailto:ccase@cityofauburn-ga.org) on or before **Tuesday, March 9, 2021 at 3:30 P.M.**, EST. Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at <https://www.cityofauburn-ga.org/RequestforProposalsQualifications.aspx>. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of Proponents are strictly prohibited from contacting any other City employees, City Officials, Elected Officials, or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City of Auburn Finance Department.
11. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Proponents.
12. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]".
13. **Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Contract that may be awarded pursuant to this RFP are set forth in Appendix A, Bonding, and Insurance Requirements. Proponent must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Proponent, if any. For purposes of this section, "Proponent" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each Joint Venture partner if Proponent is a Joint Venture.
14. **Sub-consultants and Manufacturers:** Proponents are required to submit, in writing, the addresses of any proposed Sub-consultants or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-consultants. City reserves the right to disapprove any proposed Sub-consultants whose technical or financial ability, or resources, or experience are deemed inadequate.
15. **Examination of Proposal Documents:**

- 15.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
- 15.2. Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities, or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents.
- 15.3. City may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time.
- 15.4. Each Proponent must confirm Addenda has been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the RFP in its entirety.
- 16. Award and Execution of Contract:** If the City awards a Contract pursuant to this solicitation, the City will prepare and forward to the Proponent a Contract for execution substantially in the form of the Draft Contract included in this RFP. Changes may be made to reflect the Proponent's proposal, Scope of Services, and Cost Proposal Forms. All Proponents should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Proponent's response to the Request for Proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Proponent should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the Proponent by the City of Auburn Mayor and Council, the City will provide the Proponent with an unsigned Contract. The Proponent shall execute and return Contract, with required insurance certificates and other documents as listed in this RFP or required by the City, within no more than ten (10) calendar days from receipt of the Contracts.
- 17. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (Act), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit attached herein as Form F6.4, Required Form Submittal must be submitted with the Proposal at the time of

submission. Under State Law, the City cannot consider any Proposal which does not include the completed form F6.4. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.

18. **Multiple Awards:** The City reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Proponents.
19. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
20. **Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict-of-interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP #21-005 Residential and Commercial Building Inspections. Except as stated in this RFP these Instructions, and the Notice to Proponents concerning Conflicts of Interests, Proponents under this RFP are not precluded from responding to such solicitations.
21. **Tax Exemption Status:** The City is exempt from Federal Excise Tax or Georgia Sales Tax about goods and services purchased directly by the City of Auburn. Exemption certificates furnished upon request.
22. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the Proponent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be incorporated in the contract the same as though herein written out in full.
23. **Negotiations/Best and Final Offers:** The City reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate for the accomplishment of the intent of this

RFP. The City may require the submission of Best and Final Offers. The City may require that this RFP and Proponent's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Proponent during discussions or negotiations may be held by the City as contractually binding upon Proponent. The City may seek clarification from a Proponent at any time during the procurement process, and failure of a Proponent to timely respond may be cause for rejection of Proponent's proposal.

**RFP#21-005 RESIDENTIAL AND COMMERCIAL BUILDING INSPECTIONS**

**SUBMITTAL CHECKLIST**

1. Please use the following checklist to verify that all required information is included in your proposal.
2. It is the sole responsibility of each proponent to ensure that its proposal is inclusive of all Submittals outlined below or elsewhere in this RFP.
3. Failure to submit any of the items below may cause rejection of the Proposal.
4. The proposal documents must be submitted as follows: one (1) Original Technical Proposal marked "Original" and one (1) identical copy including all required attachments; and one (1) digital version of the Technical Proposal in Adobe PDF on a flash drive and labeled with the Name and Number of the RFP.
5. The City assumes no liability for the differences in the information contained in the Proponent's printed proposal submission and that contained on the flash drive. In the event of any discrepancy, the City will rely upon the information in the printed proposal submission.
6. The Cost Proposal must be submitted in a Separate and Sealed envelope. Do not include Cost in the Technical Proposal.
7. The City will not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit form(s).

REQUIRED DOCUMENTATION	INITIAL IF INCLUDED
1. SUBMITTAL CHECKLIST (THIS FORM)	
2. ADDENDA (IF APPLICABLE)	
3. ENTIRE PROPOSAL	
4. COST PROPOSAL (ATTACHMENT B)	
5. REQUIRED FORM SUBMITTALS (APPENDIX C)	
F6.1 W-9 FORM	
F6.2 NON-CONFLICT OF INTEREST	
F6.3 NON-COLLUSION AFFIDAVIT	
F6.4 VENDOR/CONTRACTOR AFFIDAVIT	
F6.5 SUBCONTRACTOR INFORMATION FORM	
F6.6 ACKNOWLEDGEMENT OF PROPONENT	
F6.10 REFERENCE AND RELEASE FORM	
F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS	
6. BUSINESS LICENSE	
7. PROFESSIONAL LICENSE/CERTIFICATION	

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

## **1. Introduction.**

- 1.1. The City is soliciting proposals from interested, experienced and qualified companies and or individuals who have experience in residential and commercial building inspections.
- 1.2. Background: The City issues building permits to uphold standards of structural strength and stability, means of egress, adequate light and ventilation, safety to life and property from fire and other hazards incidental to the design, construction, alteration, repair, removal or demolition of buildings or structures. The existence of residential and commercial building codes is to ensure safe building techniques. These important standards help to ensure the public safety, health, and general welfare of our residents.
- 1.3. The Consultant shall report to the Community Development Director and shall be responsible for ensuring the complete execution of contract services as detailed further in this RFP.
- 1.4. It is imperative that the services provided, and the projects implemented will be managed, constructed, and inspected with the utmost regard to quality, cost, and schedule. The Consultant will serve as the City's advocate and partner as they work side by side with City of Auburn staff delivering the desired services to the Mayor and Council and the citizens of the City of Auburn. The integrity, reputation, skills, and performance of the Consultant must be of the highest caliber to ensure successful project completion.

## **2. Current Practices.**

- 2.1. Building Inspections: Building permit inspectors receive their daily inspections list on their respective device and/or mobile device. At the end of each inspection, they must enter the result of the same inspection from their device and/or mobile device. All daily inspection results in the field are automatically uploaded to the Edmund's online permitting system. Inspectors are required to notify the Permit/License office of all re-inspection fees to be charged. Building inspectors work with the Commercial and Residential Plans Examiners to clarify construction matters, redlines, and field adjustments. All inspections are finalized in Edmund's online permitting system before Certificate of Occupancy or Certificate of Completion is issued.

## **3. Intent to Award.**

- 3.1. The City intends to award to one (1) Proponent whose proposal is determined to be the most advantageous to the City; however, the City reserves the right to make one (1) award, multiple awards, or no award for RFP #21-005 Residential and Commercial Building Inspections for the City of Auburn.

## **4. Term of Contract.**

- 4.1. The Contract shall commence within ten (10) calendar days after receipt of written Notice to Proceed (NTP).

4.2. The initial term of this Contract shall be for one (1) year and may be automatically renewed for three (3) successive one (1) year terms upon the same terms and conditions. The services to be performed under this Contract shall commence on the effective date of this Contract and terminate absolutely and without further obligation on the part of the City on December 31st of the year in which it was executed and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 36- 60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract.

**5. Conflict of Interest Notice to Proponents.**

5.1. All firms, Sub-Consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may conflict with financing, construction, operation, and management of the City's projects shall be made to the City in the technical response of the firm's proposal, and in advancement of assignment so that real or potential conflicts of interest can be avoided.

5.2. In any circumstance where Proponent, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another contract with the City and a dispute, claim or conflict of interest arises between the City and such Proponent under this Contract or another Contract, the City may in its sole determination and discretion, suspend all existing work under this Contract and may or may not issue any further work to the Proponent under this Contract unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Proponent shall not be entitled to any additional costs of any kind resulting from such action except that Proponent may be paid for any authorized Services provided to the City under this Contract prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Contract, any other Contract or as may be available under applicable law.

**6. Sub-Consultants and Subcontractors.**

6.1. Proponent must ensure the responsibility standards for each of its Sub- Consultants and Subcontractors as listed below and in each part of this RFP. Verification must include documentation that each Sub- Consultant or Subcontractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Proponent must not furnish any statement, representation, or certification in connection with Sub-Consultants or Subcontractors that is materially false, deceptive, incorrect, or incomplete.

Failure of the Proponent to provide information concerning the responsibility of any Sub-Consultant or Subcontractor may result in a finding that the Proponent is not responsible.

6.2. All proposed Sub-Consultants and Subcontractors must be listed in the Proponent's response. Proponent must ensure that all proposed Subcontractors have adequate personnel, experience, adequate facilities, finances, and business systems to perform the scope of services. The City reserves the right to approve all Subcontractors and Sub-Consultants.

**7. Minimum Requirements.**

7.1. Proponent shall have a minimum of three (3) years of experience in providing residential and commercial building inspections. Proponent shall maintain a valid ICC (International Code Council) Certification as a Building Inspector. Possession of a Plumbing Inspector, Electrical Inspector, and/or Mechanical Inspector Certification is preferred.

7.2. Proponent shall provide copies of all certifications and licenses as part of its proposal. Failure to provide such certifications and licenses shall cause the proposal to be deemed non-responsive.

**8. Evaluation Process.**

8.1. The City desires to select the Proponent whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

Relative Weight	Item for Evaluation	Scoring Value Maximum Points
5%	Executive Summary	5
15%	Technical and Management Approach	15
20%	Experience & Qualification of Team	20
20%	Experience & Qualification of Key Staff	20
20%	Experience & Performance on Other Projects	20
10%	Organizational & Financial Capability	10
10%	Cost Proposal	10
100%	TOTAL SCORE	100

**9. Proposal Preparation and Guidelines.** Proponents are required to submit their proposals in the following format:

9.1. **Technical Proposal**: Proponents are requested to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all the information requested in the RFP and shall be tabbed to identify the specific components. All forms required by the City or provided by Proponent must be included. Please do not include any cost of any kind in this section.

9.2. **Cost Proposal**: The Cost Proposal Form, affixed hereto as Attachment B, must be completed in its entirety, and returned in a Separate and Sealed Envelope with Proponent's proposal. The Cost Proposal Form will become a part of the Contract following negotiations, if any, pursuant to any award.

9.2.1. The City may solicit Best and Final Offers, and discussions may be conducted with responsible proponents who submit proposals determined reasonably susceptible to being selected for award.

9.2.2. Please do not include exceptions to the RFP or Draft City Contract in the sealed Cost Proposal.

**10. Contents of Technical Proposal.** The Proposal must include responses to all the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be evaluated accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment. The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with a suggested total page limit of One Hundred (100) pages (excluding the Required Form Submittals).

10.1. **Letter of Transmittal**: Letter transmitting the Proposal, identifying the team members, and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Proponent's approach to providing the Services solicited in this RFP.

10.2. **Executive Summary**: The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

10.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, how long in business, hours of

operation, store front or home based, contact name, address, phone number, email, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices and number of offices. A statement declaring the type of business relationship the Proponent will use (i.e., a single company, joint venture, etc.); and

10.2.2. The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City.

10.2.3. A declarative statement as to whether:

10.2.4. Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

10.2.5. Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, please provide an explanation.

10.2.6. Proponent has failed to complete work, or a contract awarded to proponent. If so, please provide an explanation; and

10.2.7. Proponent or any of the Proponent's employees, agents, independent contractors, or subcontractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.

10.2.8. Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

10.3. **Technical and Management Approach:** Proponent should describe the procedures and methods that will produce the required outcomes for the project specified herein. Proponent should explain its approach in terms of organization, process, tools and techniques, staff, and quality assurance/control. Such information should include, but not be limited to:

10.3.1. A description of Proponent's experience in and knowledge of residential and commercial building inspections

10.3.2. A description of your company's ability to successfully execute managing these types of projects and services.

10.3.3. A description of Proponent's proposed communication process and frequency of communication between Proponent staff and the Community Development Department if communication process or frequency will vary during duration of service/treatment.

10.3.4. A description of the type of monitoring of compliance with services.

10.3.5. Provide a management plan showing how your team will approach the inspection of the projects.

10.3.6. Provide the average number of inspections conducted within the last three (3) years; and

10.3.7. Provide the average number of commercial plans reviewed within the last three (3) years.

**10.4. Experience and Qualifications of Proponent Team:** Proponent shall provide the following:

10.4.1. A delineation of the roles assigned to the team members and all proposed Sub-consultants.

10.4.2. An organizational chart of the proposed team indicating the role each team member will fulfill (11" x 17" paper allowed).

10.4.3. A description of the team member's experience working together and working in a blended, integrated team environment.

10.4.4. An experience matrix that summarizes the involvement of the name Key Staff on projects listed in the Proponent's experience matrix over the last three (3) years.

10.4.5. The Proponent shall identify any outside specialized vendors it intends to use as a Subcontractor for the work, or major portion thereof. The Proponent shall submit information on the Subcontractor, which shall include specialized Subcontractor's resume, company history, address, details of experience with similar type of municipal or City projects during the last three (3) years and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed Subcontractor identifying work on projects like that to be performed under this RFP; and

10.4.6. Proximity to the City of Auburn: Describe the Proponent's current ability to perform the Scope of Services effectively and conveniently and to coordinate its efforts with the City and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list the geographical location of the office that will be primarily responsible for assigned projects, and where the work will be accomplished.

**10.5. Experience and Qualifications of Key Staff:** Provide the names, titles, work locations, education, certifications, licenses, and registrations for individuals who will be assigned to the project as Key Staff. Also, describe each participant's experience on projects of similar size and scope as required by this RFP.

**APPENDIX A**  
**BONDING AND INSURANCE REQUIREMENTS**

**1) Bonding Requirements**

a) There are no Bonding Requirements for this RFP.

**2) Insurance Requirements.**

a) Coverage Type and Limits:

i) **Worker’s Compensation and Employer’s Liability Insurance.** Contractor must procure and maintain Workers' Compensation and Employer's Liability Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes in the following limits to cover each employee who is or may be engaged in work under the Contract:

<b>Worker’s Compensation: Statutory</b>	
<b>Employer’s Liability</b>	
Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

ii) **Commercial General Liability Insurance.** Contractor must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000** per occurrence subject to a **\$2,000,000** aggregate. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to City. The following indicated extensions of coverage must be provided:

- (1) Products – Completed Operations Aggregate
- (2) Personal and Advertising Injury
- (3) Premises Operations
- (4) Independent Contracts/Subcontractors
- (5) Additional Insured Endorsement\* (primary & non-contributing in favor of the City of Auburn).
- (6) Any other type of liability for which this Agreement applies.

- iii) **Commercial Automobile Liability Insurance:** Contractor must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:
- (1) Owned, Non-owned and Hired Vehicles.
- iv) **Contractor Professional (Errors and Omissions) Liability Insurance:** For Professional Services with limits of liability of not less than **\$1,000,000** per occurrence or claim/**\$2,000,000** policy aggregate. Such coverage shall insure damage, injury and loss caused by error, omission, or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for personal injury, regulatory actions, wrongful acts, and contractual liability. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
- v) **Indemnification:** Contractor shall indemnify, defend, save and otherwise hold harmless the City of Auburn, GA, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract, except to the extent that such loss results from the negligence of The City of Auburn, GA. This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances, and regulations in effect during the term of this Contract and continue for a period of two years after termination thereof. The Contractor shall protect The City of Auburn from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of The City of Auburn, Georgia, its departments, all elected and appointed officials, to include, but not limited to, its commissioners, directors, officers, agents, boards, volunteers, and employees for losses arising or alleged to have arisen out of any work performed in relation to the contract.

**APPENDIX C**  
**REQUIRED FORM SUBMITTALS**



By signing the filled-out form, you:

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

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

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

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

**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.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>

  

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

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

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**F6.2**

**NON-CONFLICT OF INTEREST**

By submitting a proposal in response to this solicitation, Proponent represents that in the preparation and submission of this proposal, said Proponent did not either directly or indirectly, enter into any combination or arrangement with any person, Proponent, Corporation or enter into any Contract, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid or proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Proponent certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for The City of Auburn, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure a Contract resulting from this Request for Proposals.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**F6.3**

**NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the Proposal.

Project Name:
Project Location:
State of:
County of:

The undersigned, being of lawful age, being first duly sworn, or oath says that he/she is the agent authorized by the Vendor to submit the attached Proposal. Affiant further states as Vendor, that they have not been a party to any collusion among Vendors in restraint of competition by agreement to Proposal at a fixed price or to refrain from proposaling. Affiant also states as Vendor, that they have not been a party to any collusion with any office of the City of Auburn or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between Vendors and any office of the City of Auburn or any of their employees concerning exchange of money or other things of values for special consideration in submitting a sealed Proposal for:

Executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_(state)

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

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

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Legal Company or Corporation Name

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

**F6.4**

**VENDOR/CONTRACTORS 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 its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program \* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, and will continue to participate in said program for the duration of its Agreement with the City.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Auburn, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit require by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

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

EEV/E-Verify Number \_\_\_\_\_

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

FURTHER AFFIANT SAYETH NOT.

By: Authorized Officer or Agent \_\_\_\_\_

Date \_\_\_\_\_

Title of Authorized Officer or Agent of Contractor \_\_\_\_\_

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

Contractor Legal Name \_\_\_\_\_

Address \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\*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 1 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).

**F6.5**

**SUB-CONTRACTOR INFORMATION FORM**

The Proponent shall identify all proposed Subcontractors who shall be performing work under the proposed Contract. The Proponent certifies that the following individuals, firms, or businesses must be hired or awarded subcontracts for the indicated portions of the work if the Proponent is awarded a Contract.

Please list all proposed Subcontractors below:

1. Type of Work:	
Name:	
Street Address:	
2. Type of Work:	
Name:	
Street Address:	
3. Type of Work:	
Name:	
Address:	
Type of Work:	
Name:	
Street Address:	

(Make additional copies as necessary)

**F6.6**

**ACKNOWLEDGEMENT OF PROPONENT**

State of Georgia

City of Auburn

Before me, the undersigned authority a Notary Public in and for the State of \_\_\_\_\_, on this \_\_\_\_\_ day personally appeared \_\_\_\_\_, who, after having first been duly sworn, upon oath did depose and say; that the forgoing proposal submitted by \_\_\_\_\_, hereafter called "Proponent" is duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proponent affirms that it is duly authorized to execute this Proposal, that this company, corporation, firm, partnership, or individual has not prepared its proposal in collusion with any other Proponent, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that the proposed costs contained in this proposal have been carefully checked and are submitted as correct and final and if proposal is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Proposal.

Proponent information:

_____	_____
Company Name	Signature
_____	_____
Address	Printed Name
_____	_____
City, State, Zip	Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public (seal)

**\*Failure to sign this section shall disqualify proponent's response\***

**F6.7**

**REFERENCE AND RELEASE FORM**

List at least four (4) references for the Prime proponent and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Proponent's experience and ability to perform the type of services listed in the RFP.

COMPANY NAME:
CONTACT PERSON NAME & TITLE:
ADDRESS:
EMAIL:
PHONE:
CONTRACT PERIOD:
PROJECT NAME/NUMBER:
COMPANY NAME:
CONTACT PERSON NAME & TITLE:
ADDRESS:
EMAIL:
PHONE:
CONTRACT PERIOD:
PROJECT NAME/NUMBER:
COMPANY NAME:
CONTACT PERSON NAME & TITLE:
ADDRESS:
EMAIL:
PHONE:
CONTRACT PERIOD:
PROJECT NAME/NUMBER:
COMPANY NAME:
CONTACT PERSON NAME & TITLE:
ADDRESS:
EMAIL:
PHONE:
CONTRACT PERIOD:
PROJECT NAME/NUMBER:

I hereby authorize the City to contact the reference provided above for purposes of the RFP.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

I am the  Proponent  Subcontractor

## ATTACHMENT A

### SCOPE OF SERVICES

#### **1. General.**

1.1. The purpose of this classification is to provide Residential & Commercial building inspections services to inspect residential, commercial, and industrial buildings and related systems to ensure compliance with applicable building codes, ordinances, plans, and specifications.

#### **2. Availability.**

2.1. The Inspector shall be able to serve the City of Auburn and be available to the public and City staff by telephone and email to respond to inquiries and provide and receive information. The City established office hours are between the hours of 8 a.m. to 4:30 p.m., Monday through Friday, except on City holidays.

2.2. The Inspector shall promptly pick-up construction plans and other related documents from the City as needed for inspections. Daily inspection requests will be on the inspector's device and/or mobile device. The required turnaround time for inspections shall be within 48 hours. For major construction projects, certified and sealed engineering letters can supplement inspections.

2.3. The Inspector will resolve conflicts with inspection scheduling and work with inspector to also resolve technical issues.

#### **3. Administration.**

3.1. The successful Proponent is expected to provide adequate computer, communications, material testing and auxiliary equipment as they deem necessary for the successful delivery of services. All additional direct costs associated with these requirements must be factored into the hourly charges.

3.2. The Successful Proponent is expected to provide adequate transportation as they deem necessary for the successful delivery of services. All additional direct costs associated with providing this aspect of the service shall be summarized in a standard rate per vehicle day.

#### **4. Building Inspector Job Description.**

4.1. The purpose of this job description is to inspect residential, commercial, and industrial buildings and related systems to ensure compliance with applicable building codes, ordinances, plans, and specifications.

**5. Essential Functions.** The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the job description if the work is similar, related, or a logical assignment for this job description. Duties shall include, but not be limited to the following:

1. Performs structural field inspections of new/existing residential, commercial, and industrial buildings during/after the construction process for compliance with applicable building codes, zoning codes, established specifications, and approved construction plans.
2. Assists in interpreting and enforcing the provisions of applicable federal, state, and local codes, laws, rules, regulations, specifications, standards, policies, and procedures; initiates any actions necessary to correct deficiencies, variations, or violations.
3. Provides information and technical assistance concerning building codes, technical requirements, and necessary changes; meets with building contractors; discusses problem areas with property owners, developers, contractors, and architects; recommends solutions to problems; responds to questions or complaints concerning code violations; provides information and technical expertise to other staff members.
4. Reviews architectural plans, construction documents, and specifications for compliance with codes; approves or rejects proposed plans as appropriate; reviews and approves permit applications.
5. Conducts physical inspections of residential/commercial buildings; inspects construction alteration, demolition, use, and occupancy of buildings and premises to verify structural strength, stability, sanitation, adequate lighting, and ventilation; inspects soil conditions for footings and slabs; inspects framing, foundation walls, wood work, steel construction, masonry, and insulation; inspects rough-in of plumbing, electrical, mechanical, and gas pipe systems for code compliance; inspects proper operations of plumbing, electrical, and mechanical systems; verifies safety of life/property from fire and other hazards; takes/records measurements of buildings/property.
6. Determines whether construction work passes or fails inspections; identifies violations of laws, codes, or regulations; reports violations and variations from codes/plans to supervisor or department management; issues citations for code violations; recommends corrective actions.
7. Coordinates inspection activities with other departments, property owners, contractors, other inspectors, or other individuals; assists staff members with code review activities.
8. Meets with fire marshal concerning burned/damaged buildings; inspects safety of burned/damaged buildings; condemns buildings as appropriate.
9. Represents the City in court concerning violations or inspection activities.
10. Reviews current and proposed building, mechanical, gas, plumbing, electrical, zoning, life safety, and other applicable codes; makes recommendations for changes; incorporates modifications to inspection procedures as appropriate.
11. Prepares or completes various forms, reports, correspondence, logs, inspection records, or other documents.
12. Receives various forms, reports, correspondence, permit applications, architectural/construction plans, building load calibrations, engineering reports, building occupancy data, product data,

- specifications, codes, maps, charts, manuals, reference materials, or other documentation; reviews, completes, processes, forwards, or retains as appropriate.
13. Maintains logs, files, and records of inspection activities.
  14. Operates a computer to enter, retrieve, review, or modify data; utilizes word processing, database, or other software programs.
  15. Drives to construction sites to conduct inspections and related work activities.
  16. Operates/utilizes various equipment/tools associated with inspection activities, which may include a motor vehicle, ladder, measuring tape, testing instruments, or mechanic tools.
  17. Utilizes precautionary safety equipment and monitors work environment to ensure safety of employees and other individuals.
  18. Communicates via telephone and/or two-way radio; provides information; takes and relays messages; responds to requests for service or assistance.
  19. Communicates with supervisor, employees, other departments, fire marshal, inspectors, contractors, architects, engineers, property owners, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.
  20. Maintains a current knowledge of applicable laws/regulations; maintains an awareness of new materials, devices, products, and construction methods; reads professional literature; maintains professional affiliations; attends workshops and training sessions as appropriate.

### **Minimum Qualifications.**

High School diploma required; Vocational/Technical degree with training emphasis in building construction or building trades preferred; supplemented by three (3) years previous experience and/or training that includes building construction and/or building inspection; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid ICC (International Code Council) Certification as a Building Inspector. Possession of a Plumbing Inspector, Electrical Inspector, and/or Mechanical Inspector Certification is preferred. Must possess and maintain a valid Georgia driver's license.

**ATTACHMENT B**  
**COST PROPOSAL FORM**

Please provide a total cost for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for Residential and Commercial Building Inspections and Plans Review.

A) Building Inspector Fee Per Inspection \$ \_\_\_\_\_

B) Building Inspector Fee Per Hour \$ \_\_\_\_\_

C) Building Plans Review Per Hour \$ \_\_\_\_\_

Rates Schedules for Services by Employee Classification and Individual Items:

Services	Hourly Rate
Building Inspector	
Commercial Plans Examiner	
Mechanical Inspector	
Electrical Inspector	
Plumbing Inspector	
After Hours Inspections	
Weekend/Holiday Inspections	
Other:	
Other:	
Other:	

**\*The full rate schedule may be an attachment to this sheet if sufficient lines are not provided.**

**\*This cost sheet is to be used as a template; however, Proponent shall provide all costs requested by the City on this sheet. Proponent shall include all other costs it contemplates will be charged during the contract based upon its proposal and the scope of work it proposes will be performed. All cost proposals shall be signed and dated.**

**\*All charges listed above are inclusive; the City will not be responsible for charges that are not included on this price sheet.**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Company Name: