

**REQUEST FOR  
PROPOSALS  
2024-020**

**MASTER PLANNING SERVICES  
for the  
SPALDING COUNTY  
PARKS AND LEISURE SERVICES  
MASTER PLAN**

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**SPALDING COUNTY PARKS AND LEISURE SERVICES MASTER PLAN**

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**REQUEST FOR PROPOSALS**  
**MASTER PLANNING SERVICES**  
**for the**  
**SPALDING COUNTY PARKS AND LEISURE SERVICES MASTER PLAN**

Spalding County will receive sealed proposals from qualified firms for master planning services in the Purchasing Officer's Office, until **2 p.m. March 15, 2024**.

Spalding County anticipates making a single award. Such an award, if any, is projected to be accomplished within sixty (60) days from the proposal deadline. Evaluation of proposals will be based on the following criteria:

1. Staff capacity and experience of similar projects.
2. Staff capacity and availability to perform the work outlined in the scope of services, preliminary designation of available expertise to tasks, and preliminary work program and schedule.
3. Understanding of the project.
4. Experience which indicates an ability to work collaboratively and communicate well with, and facilitate consensus among, a variety of government, neighborhood, and business interests.
5. The overall financial stability of the firm is determined by financial information required by the RFP and/or from other sources.
6. Fee.

A mandatory pre-proposal conference will be held on Wednesday, **February 21, 2024, at 2 p.m.** in the Spalding County Board of Commissioners Meeting Room 108 Annex building located at 119 East Solomon Street, Griffin, GA 30223

Any questions arising from this proposal should be submitted in writing and forwarded to the Purchasing Officer before this conference. Answers to such questions that materially change the conditions and specifications of this request for proposal will be posted. Any discussions or documents will be considered non-binding unless incorporated in an addendum. When addenda are required, the proposal opening date may be extended. Parties responding to this Request for Proposals must attend this briefing session for their submittal to be considered.

Submittal of a proposal indicates acceptance of the conditions contained in the RFP. Spalding County reserves the right to retain all proposals submitted. All proposals are public records to the extent required by the Georgia Open Records Act. Spalding County reserves the right to accept or reject any or all proposals, to waive informalities, to negotiate changes in the scope of work or services to be provided, and to otherwise waive any technicalities.

For additional information, contact Erica Dye, Director of Accounting and Finance  
[Edye@spaldingcounty.com](mailto:Edye@spaldingcounty.com)  
770-467-4283

**REQUEST FOR PROPOSALS**  
**MASTER PLANNING SERVICES**  
**for the**  
**SPALDING COUNTY PARKS AND LEISURE SERVICES MASTER PLAN**  
**SPALDING COUNTY, GEORGIA**

**INSTRUCTIONS**

1. **Intent:** These Instructions and the Schedules shall define and describe the complete services to be provided. All addenda, notices, additional information, etc. will be posted to Spalding County's website at [www.spaldingcounty.com](http://www.spaldingcounty.com) under the Purchasing Department's bid opportunities.
2. **Examination:** Firms are advised to examine all documents and current descriptions of the services to become fully informed as to their conditions. This includes conformity with specific standards and the character, quality, and quantity of the services provided. Failure to examine these areas will not relieve the firm(s) of its obligation to furnish all products and services necessary to carry out the contract's provisions.
3. **Mandatory Pre-Proposal Conference:** A conference will be held. Any questions and/or misunderstandings arising from this proposal should be submitted, in writing, and forwarded to the County Purchasing Officer before this conference. Answers to such questions that materially change the conditions and specifications of this Request for Proposals (RFP) will be sent to all attendees as an addendum. Any discussions or documents will be considered non-binding unless incorporated in an addendum. When addenda are required, the proposal opening date may be extended. Parties responding to this RFP must attend this briefing session for their submittal to be considered.
4. **Selection of Planning Team:** The contract will be awarded to the firm or team that in the County's opinion is the most responsive and responsible according to the criteria provided in Section C of this RFP.
5. **Responsiveness:** The County will consider the degree to which each firm has submitted a complete proposal without irregularities, exclusions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

6. **Submission of Proposals**: It is the firm's responsibility to have its sealed proposal at the Purchasing Officer's Office by the deadline for submission. Proposals received after the deadline will remain unopened and will not be considered. The following address should be used on the outside of the envelope containing the proposal:

**Spalding County Courthouse Annex**  
**Attn: Procurement Agent**  
**119 E Solomon Street, Griffin, GA 30223**

7. **Proposals**: An original and four printed copies of the proposal shall be submitted. Fewer copies of extensive materials covering the firm's work are acceptable. Proposals should be limited to no more than 20 single-sided pages (or 10 double-sided pages) and should be in an 8½" x 11" format. In addition to printed copies, please submit the proposal in a PDF file format on a USB flash drive.

**SECTION A**  
**RFP SCHEDULE**

**Anticipated Timeline**

1. List RFP on County and State websites: Tuesday, February 6, 2024
2. Pre-Proposal Conference: Thursday, February 21, 2024 @ 2 pm
3. Deadline for receipt of Proposals: Friday, March 15, 2024 @ 2 pm
4. Presentations by selected firms: Monday, March 25, 2024
5. Parks and Leisure Advisory Commission Review at the called meeting: Thursday, March 28, 2024
6. The County Manager makes a recommendation to the County Commission: Monday, April 1, 2024
7. County Commission takes formal award/rejection action: Monday, April 1, 2024
8. Notice of award and contract documents sent to the successful firm: Tuesday, April 2, 2024
9. Firm returns executed agreement: Friday, April 5, 2024
10. Issue Notice to Proceed with effective date of agreement: Monday, April 8, 2024

## SECTION B

### PLANNING SERVICES

The County is seeking the services of a firm, partnership, joint venture, or team to provide consulting services for the preparation of the Parks and Leisure Services Master Plan, to include elements of our Public Grounds Operations. Services shall include all referenced below and shall be consistent with the Spalding County Comprehensive Plan 2042, Transit Master Plan, Community Work Plan, Capital Improvement Elements, additional long-range planning as designated and approved by the Spalding County Board of Commissioners.

- Detailed inventory and current condition assessment of the County's current parks and facilities
- Assessment of current active and passive recreation offerings, to include recommendations for current programming and future programming opportunities.
- Recommendations for capital development (5-year plans)
- Long-term capital improvement (10-year plans)
- Maintenance plan to include addressing deferred maintenance. To include Public Grounds Facilities.
- Assessment of current staffing and operations to include recommendations of a sustainable staffing plan for future operations. To include Public Grounds Operations.
- Assess current methods used for revenue generation and funding and develop a future financial sustainability plan.
- Assess current Capital Improvement Elements plans and make recommendations for future projects.
- Create a dashboard of deferred maintenance.
- Meetings with stakeholders and innovative public engagement
- Create concept plans of recommended projects.
- Plan development.
- Preparation of deliverables.
- Assess and recommend the need and locations for any new facilities to serve a population not currently served, including consideration of future population trends.
- Assess and develop a private/public partnership policy to be utilized for parks in new subdivisions and commercial developments.
- Identify any existing intergovernmental opportunities that can be used for land use and/or programming space.
- Access all current trail and greenway plans. Provide a master concept for a cohesive greenway system, to include connections with all current cities in Spalding County.

## **GENERAL**

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services, including but not limited to master planning, park planning and development, urban design, environmental impact assessment, recreation programming and operations management. Qualified firms must also demonstrate competence and expertise in graphic and oral communications to diverse groups and expertise in facilitating consensus from multiple public and private interests related to the project. The consultant will report to the Spalding County Manager or their designated representative during the contract term. Firms or teams must comply with all applicable regulations and best practices of Spalding County.

## **BACKGROUND**

Spalding County owns 743.4 acres of parkland in 22 parks. The amenities include 25 playgrounds, 24 walking tracks and trails, three 18-hole disc golf courses, one 9-hole disc golf course, two football fields, eight softball fields, seven soccer fields, ten baseball fields, 18 pickleball courts, five tennis courts, a senior center, three community centers, a mountain bike trail, 21 pavilions, one dog park, two lakes, a skate park, and community garden. An aquatic center and an African American History Museum are currently under construction.

Spalding County operates a Public Grounds operation within the scope of the current Parks Division. These two divisions operate as one and factors for this scenario will need to be considered as specified in the proposal.

The Parks and Leisure Services Master Plan offers a unique opportunity for Spalding County to expand recreational facilities, protect additional greenspace, assess sustainability, and consider community needs through its programming. The County is open to exploring opportunities to collaborate with community organizations to respond to as many of the community's goals as possible. Because of a growing population with a diverse set of interests and the need to continue to deliver the highest level of service, there is considerable community interest in the future of the County's parks and leisure services. Spalding County intends to utilize the Parks and Recreation Master Plan for the following purposes: economic development and redevelopment, land acquisition criteria, greenspace conservation, enhancement of quality of life, and additional priorities as identified within the County's adopted plans.

## **GOAL**

The goal of this planning process is to create a master plan for all parks and leisure services in Spalding County that creates a long-range, community-supported vision for how the County will move forward. It is critical that the planning process actively engages with the community, including such stakeholders as residents, children and youth, community organizations with joint use of facilities, and groups that have reached out to the County to identify a broad range of ideas, needs, and uses for parks and leisure services. This process will include an inventory and assessment of the current parks and leisure services programming to see how many of the community's ideas can be included. Done well, this master planning



process has the potential to incorporate a wide range of recreational programs and recommendations for growing parks to create a plan that encourages interaction and collaboration and builds community. The planning process should identify partner organizations interested in and capable of implementing specific components of the plan and where possible develop an implementation timeline. All services and tasks and the final invoice shall be completed and submitted on or before 8 months from the issuing of the Notice to Proceed.

## **SCOPE OF SERVICES**

The professional services sought in this request include the comprehensive design of all project elements to the 100% level of master planning, including a detailed assessment of conditions, coordination with stakeholders, public involvement, goals and recommendations, coordination with other local and regional plans, implementation schedule, budget estimates, and document development. The scope of services does not include contract administration. Proposals may include additional action items in the proposal that, in the proposer's opinion, will help achieve the goals and intent of the tasks not listed in this RFP or the related documents. These should be identified in the proposal. The work to be accomplished under this contract is divided into the following tasks:

### **Task 1 – Assessment**

Research and prepare an analysis of existing parks and facilities conditions, along with existing programming for each to include the following:

- a. Progress report on recommendations from previous plan(s).
- b. Inventory of park and building improvements.
- c. Compliance of existing parks, facilities, and programming using national and state professional standards for evaluation (ADA, CPSI, and others with considerations as adopted by NRPA where applicable and designated by staff).
- d. Spalding County planning documents and policies influencing parks, recreation, and programming.
- e. Evaluate current management and operations practices, including departmental staffing and park/facility maintenance.
- f. To include Spalding County's Comprehensive plan, Spalding County CTP, past Parks master plans, Spalding County 2042, Spalding County CIE program, Community Work Plan and other appropriate plans as approved by the Spalding County Board of Commissioners. Appropriate City of Griffin Master Plans and Trail plans.
- g. Inventory of Public Grounds Operation locations.

### **Task 2 – Community Engagement & Outreach**

Develop, schedule, conduct, and facilitate a local planning outreach process that promotes the involvement of all current and future stakeholders.

Develop, conduct, facilitate, and promote an interactive, web-based survey for stakeholders to be posted at all current facilities.

It is anticipated that a minimum of six public workshops, design charrettes, pop-ups and/or meetings, as well as a public survey will be necessary to involve the stakeholders in the plan development process to meet the needs of the study and engage a broad cross-section of

stakeholders. At least one in-person session should be held with each Parks and Leisure Services Advisory Commission and the Board of Commissioners.

The locations must include:

1. City Hall, City of Orchard Hill (2972 Macon Rd, Griffin)
2. Senior Center (885 Memorial Drive, Griffin)
3. Fairmont Community Center (241 Blanton Avenue, Griffin)
4. Blalock Fire Station (5756 Newnan Road, Griffin)
5. Sunny Side Park Community Building (4924 Old Atlanta Road)
6. Cabin Creek Fire Station (3865 Jackson Road, Griffin)

### **Task 3 – 5- and 10-year Master Plan Development**

Prepare a detailed master plan with incremental goals. The master plan will identify specific recommendations consistent with the Spalding County Comprehensive Plan 2042, Transit Master Plan, Capital Improvement Elements, and other relevant plans. The components will include, at a minimum, the following:

- a. Capital development and long-term capital improvement for recreation facilities, including considerations for environmental impact, with 5- and 10-year goals to include recommended Maintenance & operations for all new facilities.
- b. Maintenance schedule, staffing, and projected costs for each park and associated recreation facilities. To include salary comparison of like departments. Scheduling to include consideration of Public Grounds Operations.
- c. Programming operations and management, including considerations for staffing levels, program marketing and communications.
- d. Revenue generation from recreation programming and internal and external funding sources, such as rentals.
- e. Metrics and evaluation criteria for land acquisition to maintain and improve level of service, such as ratio of population to park acreage, ratio of passive and active parks, and location and distance relative to population.
- f. Other needed physical and/or reconfigured infrastructure and park space to support the desired master plan.
- g. Design and create visual design concepts for City Park, Wyomia Tyus Olympic Park, Dundee Ball Park, Dundee Lake Park, Expansion of the River Trail, Collection Center Repurposing, Green Valley Park (to include the IDA Big Shanty property and connections) and Trail Connectivity. To include the Heritage Park Gym project, if not already complete
- h. Utilize public feedback from defined areas to create visual neighborhood park concepts. And create a standard design concept for new neighborhood developments to incorporate recreation and park amenities in their planned green spaces.
- i. Develop a 10-year project list for consideration to be included in Impact Fee Projects Funding.
- j. Concept and location for the construction of a spray pad and or pads throughout the county. With consideration to include within the existing Aquatic Center vicinity.

#### **Task 4 – Implementation Plan**

Prepare a detailed implementation plan that outlines a strategy to support the development of the master plan. At a minimum, the implementation plan will include:

- a. A detailed list of actions to implement the master plan. The actions should include a start date, completion date, cost estimates, financing options and responsible parties.
- b. An implementation strategy that describes the organizational structure and process that will be used to ensure the master plan and supporting tasks are implemented.
- c. Identify resources capable of implementing specific portions of the master plan.

#### **Task 5 – Prepare Deliverables**

A final report will be prepared in the form of a Master Plan which compiles the results of the overall work, including key information, the study process, relevant findings, and recommendations, into summary materials that include:

- a. Executive Summary describing the project, methodology and recommendations.
- b. Description of the community planning and the process utilized to collect and analyze the data.
- c. Study conclusions and recommendations.
- d. Visual displays for public presentations, in addition to physical visual boards and PowerPoint presentations.
- e. Presentations to elected officials summarizing the process and findings, including the Parks and Leisure Services Advisory Commission for recommendation of adoption and the Board of Commissioners for decisive action on adoption.

Ten (10) printed copies of the final report shall be provided, along with an electronic file (on CD and a USB flash drive) of the summary document with supporting graphics and GIS files.

**SECTION C**  
**TECHNICAL PROPOSALS**  
**INTRODUCTION**

**Overview.** Firms should provide detailed information to demonstrate their understanding of the services requested.

**Documents.** Proposals should be limited to no more than 20 single-sided pages (or 10 double-sided pages) and should be in an 8½" x 11" format. An original and three copies of the proposal shall be submitted. Fewer copies of extensive materials covering the firm's work are acceptable. In addition to printed proposals, please submit proposals in PDF file formats on a USB flash drive. Proposals shall include the forms provided in the RFP, which do not count toward page count limits.

**Submission.** The firm shall package and seal its proposal so that it will not be damaged by mail or shipping. All proposals and supporting documents will be submitted per the "Instructions" Section.

**QUALIFICATIONS**

**Design Services:** Firms responding to this RFP must have been engaged in master planning, park planning and development, urban design, engineering, recreation programming, operations management, environmental impact assessment, and related services for at least five years and be licensed to practice in their appropriate field in the State of Georgia, where applicable. These services are to be directly related to the project described in Section B.

**Personnel:** Firms shall have personnel available for assignment to this project who are experienced in all areas of expertise required by the scope of services, including but not limited to civil engineering, landscape architecture, environmental impact assessment, park planning, recreational programming, and the preparation of plan documents.

**References:** Firms shall provide references for three similar assignments from other municipalities within the past ten years.

**Indemnification & Insurance:** The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the county, its commissioners, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all

attorney's fees and costs incurred by the county in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the county and the CONTRACTOR hereby waives its entitlement, if any. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

## **INSURANCE**

The CONTRACTOR shall not commence any work until they have obtained all the following applicable types of insurance and such insurance has been approved by the county, has named the Spalding County as an additional insured, except for Worker's Compensation Coverage, nor shall the CONTRACTOR allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Georgia, Department of Insurance authorizing it to write insurance policies in the State of Georgia and do business in the State of Georgia. Insurers shall have at least a Policy Holders Rating of A-and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the county in writing.

The CONTRACTOR's insurance, and the insurance of any other party bound to the CONTRACTOR, shall be considered primary. The county's insurance, if any, shall be considered excess, as may apply to claims that arise out of indemnifications, insurance, certificates of insurance, and any additional insurance provisions. Certificates of Insurance acceptable to Spalding County for the CONTRACTOR's insurance must be received within five (5) days of Notification of Selection and at the time of signing the Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the CONTRACTOR. Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability, and Workers' Compensation to include a Waiver of Subrogation clause in favor of Spalding County.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability, and Excess Liability to include Spalding County as Additional Insured, including Completed Operations (Form CG 20 10 and CG 2037 or equivalent). Other Additional Insured forms might be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement of the policy shall be provided with the certificate of insurance. All Certificates of Insurance shall be dated and shall show the name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date, and a list of any exclusionary endorsements.

All the above-referenced Insurance coverage is required to remain in force for the duration of the project and the duration of the warranty period. Accordingly, at the time of submission of the final application for payment, CONTRACTOR shall submit an additional Certificate of Insurance along with evidence of continuation of such coverage. The failure of Spalding County to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors' coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Spalding County of the contractor's obligation to procure, maintain, and pay for the required insurance.

The insurance requirements herein shall not limit Contractors' liability arising from the work performed or related activities. The inclusions, coverage, and limits set forth herein are minimum inclusion, coverage, and limits. The required minimum policy limits set forth shall not be construed as a limitation of the CONTRACTOR's right under any policy with higher limits, and no policy maintained by the CONTRACTOR shall be construed as limiting the type, quality, or quantity of insurance coverage that CONTRACTOR should maintain. CONTRACTOR shall be responsible for determining appropriate inclusions, coverage, and limits, which may be more than the minimum requirements set forth herein.

The failure of CONTRACTOR to always comply fully and strictly with the insurance requirements set forth herein shall be deemed a material breach.

### **LOSS DEDUCTIBLE**

If the insurance of any CONTRACTOR or any subcontractor contains deductible(s), penalty(s), or self-insured retention(s), the CONTRACTOR or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s), or self-insured retention(s).

### **SUBCONTRACTOR'S INSURANCE**

CONTRACTOR shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability coverage, Automobile Liability insurance, and Excess Liability insurance coverage meeting the same limit and requirements as the CONTRACTOR's insurance. CONTRACTOR shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as outlined in Part 1 above.

### **CERTIFICATE OF INSURANCE**

The county shall be furnished proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the insurer will mail notice to the county and a copy to the county's

representative at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy.

- Certificate of Insurance shall be in the form as approved by the county and such Certificate shall clearly state all the coverage required in this Article.
- If requested by the county, the CONTRACTOR shall furnish complete copies of the awarded bidder's and subsequent Subcontractor's insurance policies, forms, and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CONTRACTOR or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the CONTRACTOR's obligations to fulfill the requirements of this Article.

### **Worker's Compensation Insurance**

The CONTRACTOR shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Georgia Workers' Compensation Law.

The CONTRACTOR shall purchase and maintain at the contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Part One: Workers' Compensation Insurance - Unlimited Statutory Benefits as provided in the Georgia Statutes; and

Part Two: Employer's Liability Insurance

Bodily Injury by Accident      \$100,000 Each Accident

Bodily Injury by Disease      \$500,000 Policy Limit

Bodily Injury by Disease      \$100,000 Each Employee

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to county requirements for the protection of employees not otherwise protected.

### **Liability Insurance**

The CONTRACTOR shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall be required to protect Spalding County from claims for damage, bodily injury, and personal injury, including accidental death, as well as claims for



property damages which may arise from operating under this Agreement, whether such operations are by themselves or by anyone directly or indirectly employed by CONTRACTOR, and the amount of such insurance shall be minimum limits as follows:

**Commercial General Liability**

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable).

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$1,000,000
Medical Expense Limit (any one person)	\$50,000
Products & Completed Operations Aggregate Limit	\$5,000
General Aggregate Limit (other than Products & Completed Operations)	
Applies Per Project	\$2,000,000
The Limits of this insurance shall not be less than the following limits:	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insured has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverage, personal injury, and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

**Commercial Automobile Liability**

The PROFESSIONAL/CONTRACTOR shall purchase and maintain at the contractor's expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined	\$1,000,000 Each Accident
Single Limit	\$1,000,000 Bodily Injury – Per Accident <i>OR</i>
Split Limits	\$500,000 Property Damage – Per Accident



Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Contractor including autos that are leased, hired, rented, or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor. Coverage shall include bodily injury and property damage arising out of ownership, maintenance, or use of any auto, including owned, non-county, and hired automobiles and employee non-ownership use.

### **Property Insurance**

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment. The minimum amount of insurance shall be 100% of the completed value of the installed replacement cost of value.

### **PROPOSED FEE**

**Fee:** Include a fee as a Lump Sum cost, which should include a breakdown of costs allocated per Task (see Section B). Note that in our quality-based evaluation, the fee is not a factor in the initial proposal. At the end of the selection process, a contract and fee will be negotiated with the highest-ranked firm. If a suitable agreement cannot be reached with that firm, the next highest-ranked firm will be allowed to negotiate a contract.

A supplemental listing of professional service costs shall be included within your proposal.

### **TECHNICAL APPROACH**

**Methodology:** Explain the methodology you propose to successfully perform the services outlined in Section B. Submit a listing of what resources and materials will be required from the County to complete the Parks and Leisure Services Master Plan.

**Schedule:** Include a timeline for the project. Include in your proposal a project schedule indicating key milestones related to the firm's methodology.

## **FIRM EXPERIENCE**

**Projects.** In this section, the firm shall provide a detailed description of three similar assignments, on behalf of local governments or similar clients (e.g., community improvement districts, public authorities, etc.) within the United States completed during the past ten years and/or in which it is presently engaged. Include for each engagement:

Client name Contact person.

Telephone and fax numbers, email address.

Brief description of the planning projects, their costs, and services provided on each. Describe in detail whether the planning project was/was not completed on time, within budget, and adopted by the client.

Copy or working web link to plan.

**Company Capabilities.** The firm shall describe its limitations relative to facilities, staff personnel, ongoing projects/contracts, etc. Specifically, what priority it intends to place on this project and how it intends to “staff up” if necessary, should it be chosen as the consultant.

**Company Primary Business.** Provide the firm’s primary business interest and/or operations including organization and affiliations.

**Company Information.** Provide the following:

List the firm name, address, telephone number, fax number, and email address. Name of firm’s primary contact person(s) and telephone number(s).

List the firm’s total number of employees, by discipline. List year firm was established.

List the amount of professional liability (errors & omissions) insurance carried.

## **PERSONNEL EXPERIENCE**

**Organizational Chart.** Show an organizational chart for this project

**Personnel.** Include resumes of proposed personnel showing education, qualifications, and experience. Provide a statement that a person assigned to a specific project will remain with that project until it is completed. The County will permit substitution only after it has given written approval and reserves the right to reject or accept any substitution in personnel proposed during the project. Consultant firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in aspects such as ownership, professional personnel, consultants, and staff. Evidence of such diversity should be part of the submittal.

## **ASSURANCES**

Assurances in Section D shall be submitted with the Technical Proposal.

## **SUPPLEMENTAL INFORMATION**

Provide a statement explaining any exceptions taken to this RFP. In every case, the County will assume compliance unless a specific exception is taken.

## **EVALUATION FACTORS**

The County will evaluate the proposals based on technical merit. The County intends to choose the firm whose proposal provides the best service to the County. The County reserves the right to waive any irregularities and reject any and/or all proposals, in whole or in part, when, in the County's opinion, such rejection is in its best interests.

**Evaluation Method.** An evaluation team will review each proposal. Its review and evaluation will be based on the following factors:

1. Staff capacity and experience of similar projects, especially related to park planning efforts. Evidence of past success in the completion of similar planning projects on time and within budget is especially important.
2. Staff capacity and availability to perform the work outlined in the scope of services, preliminary designation of available expertise to tasks, and preliminary work program and schedule. The project desires a quick start, and thorough completion, and a demonstration of the ability to complete work on schedule is important.
3. Understanding of the planning project, including the ability to properly convey the proposal to those reviewing it.
4. Experience which indicates an ability to work collaboratively and communicate well with, and facilitate consensus among, a variety of government, neighborhood, and community organization interests using innovative engagement methods.
5. Racial and gender diversity of consultant firms' ownership, teams' personnel, and staff that represent the diversity of the County's community.

6. Overall financial stability of the firm as determined by financial information required by the RFP and/or from other sources.
7. Fee.

**Oral Presentations and Interviews.** Following the evaluation of the proposals, the Evaluation Team may request a limited number of firms to make oral presentations and/or be interviewed. If a determination is made that presentations are necessary, the presentations will take place in Spalding County at a mutually acceptable date and time.

**Negotiations.** Following any presentations, the finalists shall be re-evaluated. The County will negotiate with the firm whose proposal is determined to be most advantageous to the County. If negotiations with the selected firm fail, negotiations shall be initiated with additional firms until an agreement is reached. The County reserves the right to reject all offers and end the process without executing a contract.

**Agreement.** If the negotiation produces mutual agreement, the draft agreement included with the RFP shall be completed and forwarded to the firm for execution. The draft agreement format will be the only acceptable document for execution.

As described in the draft agreement, the successful firm and its subcontractors must comply with the agreement's prohibitions against conflicts of interest and contingent fees. The successful firm shall require each of its subcontractors to comply with all applicable terms of the agreement.

The County reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, all submittals must contain the best technical proposal in their initial submission.

**Reservations.** Submittal of a proposal indicates acceptance of the conditions contained in this request. Spalding County reserves the right to retain all proposals submitted. All proposals are public records to the extent required by the Georgia Open Records Act.

Spalding County reserves the right to accept or reject any proposals. Spalding County reserves the right to waive informalities and negotiate changes in the scope of work or services to be provided and to otherwise waive any technicalities.

## SECTION D

### ASSURANCES

#### EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in such aspects as ownership, professional personnel, subcontractors, and staff. Evidence of such diversity should be part of the submittal.

**EEO Plan.** The firm will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression.

The firm will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and firm-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. These decisions are administered based on an evaluation of an employee's eligibility, performance, ability, skill, and experience.

a. Does the firm have the above EEO policy in place?

Yes             No

b. If the answer to a. above is no, will the firm have such a policy in place for this project?

Yes             No

**Statement of Assurance.** The firm herein assures the County that it complies with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with the Americans with Disabilities Act.

Firm's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

## LEGAL AND CHARACTER QUALIFICATIONS

**Claims and Lawsuits.** Is your firm involved in any pending claims or lawsuits? If so, please describe.

## AFFIDAVIT

This proposal is submitted to the County of Spalding, Georgia (the County) by the undersigned who is an authorized officer of the firm and said the firm is licensed to do business in Georgia. Further, the undersigned is authorized to make these assurances and certify their validity. The firm recognizes that all assurances and representations herein are binding on the firm and failure to adhere to any of these commitments, at the County's option, may result in a revocation of the agreement.

Consent is hereby given to the County to contact anyone or organization to make inquiries into the firm's legal, character, technical, financial, and other qualifications.

The firm understands that, at such times as the County reviews this proposal, additional information may be requested. Failure to supply any requested information within a reasonable time may result in the rejection of the firm's proposal with no re-submittal rights.

The firm understands that the County, after considering the legal, financial, technical, and character qualifications of the firm, as well as what in the County's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The firm understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same and is fair and without collusion or fraud. It understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any agreement issued will be based on the firm's service and financial plans and arrangements that are feasible and adequate to fulfill the conditions outlined in this project and the firm's response.

Company Name: \_\_\_\_\_

Authorized Person: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print/Type)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT  
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Spalding County Board of Commissioners, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization/ E-Verify User Identification Number

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 2024 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

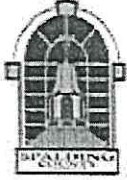
\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

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

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





**S.A.V.E. Affidavit Verifying Status for Business Transactions  
with SPALDING COUNTY GOVERNMENT**

By executing this affidavit under oath, as an applicant for a Spalding County Government Business License or Occupational Tax Certificate, Alcohol License, Taxi Permit, or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Spalding County Government **public benefit** (Purchase Orders, etc), I am stating the following for:

\_\_\_\_\_  
(Name of person applying on behalf of business, corporation, partnership, or other private entity)

As a representative of:

\_\_\_\_\_

\_\_\_\_\_  
(Name, Address and Phone # of the business, corporation, partnership, or other private entity must be identified)

Check only one:

- 1) \_\_\_ I am a United States citizen
- 2) \_\_\_ I am a legal permanent resident of the United States 18 years of age or older, please include Alien Registration Number below signature \*
- 3) \_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States \*

\* OCGA § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_  
Number and Document Source

*In making the above statement under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of OCGA Section 16-10-20.*

Signature of Applicant \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ \*Alien Registration number for non-citizens

**NOTARIZATION REQUIRED:**

**APPLICANT'S IDENTIFICATION\*\*:**

Sworn to and subscribed before me  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
Notary Public

ID type: \_\_\_\_\_  
Number: \_\_\_\_\_  
Expiration: \_\_\_\_\_  
State of issuance: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**\*\* A copy of a 'secure & verifiable' ID (driver license, passport, state-issued ID, etc. ) must accompany this form.**

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

### Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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>4</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.