





# Intent to Respond

**REF: RFP #19-039, Elevator Maintenance at Georgetown County Facilities**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.georgetowncountysc.org](http://www.georgetowncountysc.org) select "purchasing" and "current bids".

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

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

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

Contact Person: \_\_\_\_\_

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

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Reason if not responding \_\_\_\_\_

Where did you receive this bid information? \_\_\_\_\_

**Please return this completed form Pamela Bassetti, Senior Buyer:**

- by e-mail to [purch@gtcounty.org](mailto:purch@gtcounty.org)
- or by FAX to (843)545-3500.

[End of Intent to Respond]

**Time Line: BID #19-039**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
<b>Date of Issue:</b>	Friday, June 7, 2019	n/a	n/a
<b>MANDATORY Pre-Bid Site Inspection:</b>	Monday June 17, 2019	10:00AM ET	Suite 239
<b>Deadline for Questions:</b>	Wednesday June 26, 2019	3:00PM ET	Suite 239
<b>Bids Must be Received on/or Before:</b>	Wednesday, July 3, 2019	3:30PM ET	Suite 239
<b>Public Bid Opening &amp; Tabulation:</b>	Wednesday, June 3, 2019	3:30PM ET	Suite 239

**RFP #19-039  
General Requirements**

Georgetown County, is soliciting sealed bids to procure **Elevator Maintenance at County Facilities**. The resulting contract will be for a one (1) year base period, with the possibility of up to four (4) additional one-year renewal terms based upon satisfactory contractor performance. Georgetown County will place purchase orders as needed.

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the South Carolina Department of Labor, Licensing and Regulation and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws

**ELEVATOR MAINTENANCE**

**GENERAL INFORMATION**

**SCOPE:** This bid covers the Georgetown County elevators listed on the attached bid form. Bidders shall have a minimum five-year record of successful experience in the business of installing and/ or servicing elevators of the type covered by these specifications. Bidders shall have adequate staff to respond to emergency callback service requests within one hour of receipt of call.

**MANDATORY PRE-BID SITE INSPECTION:** The County will provide the opportunity for all interested parties to participate in a coordinated group tour which **will begin promptly at 10:00AM on Monday June 17, 2019 in Room 239** (Purchasing Department Conference Room), Georgetown County Old Courthouse, 129 Screven Street (corner of Prince and Screven), Georgetown, SC 29440. There will be no late attendance permitted once the inspection has begun. Only those firms with a representative registered in attendance will be permitted to submit a proposal

**WARRANTY:**

The contractor and/or manufacturer warrants that the goods provided hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency. The length, time, and conditions of warranty information will be given to the Superintendent of Facility Services or designate representative.

**DIAGRAMS, MANUALS, ETC:** The County has on file drawings, schematics, maintenance manuals, parts lists, etc. for its elevators. All drawings, schematics and manuals are the property of Georgetown

County and shall not be removed from the site. Any contractor removing such drawings will be barred from bidding on this or any future County bids. If the contractor requests copies of any documents, the County will provide them at actual reproduction cost.

All prints shall be updated when changes are made (wiring and maintenance diagrams).

The contractor shall provide the County with a set of reproducible wiring diagrams covering all changes, modifications, etc. which take place during the contract term. The diagrams are to be furnished to the County immediately following modifications, at the expense of the contractor.

**REPLACEMENT PARTS:** Repair parts shall be by the original equipment manufacturer (OEM). Equal quality substitutes may also be used if approved by the Authorized Representative. Lubricants shall be those recommended by the manufacturer or an approved equal. Contractors must be able to promptly acquire any parts, which may be required to maintain and repair the elevators on which they are bidding.

**LABOR:** All elevator maintenance shall be performed by qualified elevator mechanics trained to service the equipment on which they will be working. Maintenance services by a helper or apprentice will be allowed only if under the direct supervision of a qualified elevator mechanic.

**INVOICING:** Contractor must agree that all invoices shall reflect the prices and markups established for the items on this contract for all orders placed by the County even though the contract number and/or correct prices may not be referenced on each order. Invoicing shall be annually, in advance.

Before payment is made, it also must verify that all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- Contractor name
- remit to address
- Service location (street address, building name, department name, etc.).
- prices per the Contract, itemized so that the service and cost of the service can be identified
- State Department of Commerce registration Tag number and Regulated Object ID number of the elevator serviced.

In addition, all invoices for Other Service must show:

- complete service description
- day/date and time service personnel arrived and departed work site
- total number of hours worked
- applicable hourly rate
- Copy of invoice(s) for equipment rental charges and markup (if applicable).
- copy of invoice(s) for materials and parts (provided upon request)

Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

Final payment of any invoice may not be made until the elevator is operating according to specifications and has been accepted by the County.

The state registration number of the elevator, or other elevator identification, the building in which the elevator is located, and the details of the repair must appear on the invoices. Any invoices not bearing the above information may be returned for correction.

**EXAMINATION LOG & OTHER RECORDS:** The contractor is required to have a maintenance book on hand in the elevator equipment room with the various check points that are included in the preventative maintenance program of each elevator. The log should note time spent, parts replaced and deficiencies corrected. All overtime should be noted and all prints updated. Failure to maintain the log shall be construed as failure to perform the services required. Payment shall not be made for any period that the log indicates service has not been performed. **All state issued inspection reports must be given to the Superintendent of Facility Services or designated representative.**

**OTHER EQUIPMENT AND OUT-OF SERVICE EQUIPMENT:** The County reserves the right to install and initially service newly purchased equipment through the facilities of the manufacturer or other party from whom the equipment is obtained.

If a building is vacant or an elevator unused for a period of time, the County may elect to suspend service on the elevator(s) during this period, and the service billing shall be reduced proportionately. Any new building elevators will be added as needed.

**EMPLOYEE IDENTIFICATION:** While working on County property, all Contractors' employees shall wear clearly displayed photo identification badges at shirt pocket height showing that they are employees of the Contractor. The badges shall be provided by the Contractor at the Contractor's expense.

**SUPERVISION:** All of Contractor's maintenance service helpers or apprentices shall wear clearly displayed photo identification badges at shirt pocket height showing they are employees of the Contractor. The badges shall be provided by the Contractor at the Contractor's expense.

**POST AWARD MEETING:** Contractors must attend a Post Award Meeting conducted at a time and place designated by the Superintendent of Facility Services. All parties in the Contractor's organization having a supervisory or managerial role in this Contract for elevator/escalator maintenance and repair services shall be in attendance. At this meeting the Contractor shall be prepared to discuss and provide detailed information concerning, but not limited to, the following:

- Prior Notification of Work Start
- Access to Facilities
- Performance
- Completion of Work/Cleanup and returning the worksite to original conditions
- Delivery of materials to Job Site
- Invoicing
- Regular and Overtime Wage Conditions and Rates
- Subcontracting
- Parking

## COMPLETE ELEVATOR MAINTENANCE SERVICE

### REQUIREMENTS:

1. The contractor shall regularly and systematically examine, adjust, lubricate and clean the elevators at a time agreeable to the County, and if conditions necessitate, repair or replace parts, indicator lamps, and equipment with the following exceptions:

**The repairing, refinishing or replacing of cab enclosures, cab floors, cab door panels, hoistway door panels, frames and sills, hydraulic cylinders, and power switches and feeder to the controller.**

2. It is expected that the above work will be performed during normal daytime working hours Monday through Friday, excluding holidays.
3. When required, emergency callback service shall be provided during the hours indicated on the bid sheet at no additional cost to the County.

Emergency callbacks requested after the hours indicated on the bid sheet and/ or any examinations, adjustments or repairs conducted at the specific request of the County, during overtime hours of the elevator trade shall be paid for at the difference between the regular and overtime rate provided by the contractor's bid.

Response to emergency callbacks, as defined by the County, shall be within one hour after time or call with service technician on site.

4. The cost of materials and labor for the installation of any attachments or features required by insurance companies or by governmental authorities, or for any parts of items which may be damaged by vandalism, misuse, fire, theft, water, or an Act of God, shall not be included in the contract price for this maintenance service. However, it is understood that the contractor shall be required to furnish the parts at a cost not to exceed the current market price for the parts and the labor for the installation of the parts at the hourly rates established in the bid.
5. The County shall approve all necessary examination forms to be used by the contractor in order to ensure compliance with the above specifications. These forms will be filed in the elevator machine room for each elevator and shall become property of the County.
6. If the maintenance level is questioned by the County, the South Carolina Department of Labor, Licensing and Regulation may be called to verify possible negligence on the part of the contractor. If the alleged negligence is verified, the costs of such inspection and corrective action will be borne by the contractor.

7. Evaluation standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:
- A. Door Performance: In evaluating the door performance, complete door opening and closing times will be used. A determination that the doors open and close smoothly without slamming will also be required. Door closing pressures will be maintained in conformance to existing codes. Door reopen devices shall be maintained to operate as originally installed.
  - B. Landing Performance: Landing accuracy shall be plus or minus  $\frac{1}{2}$ " , regardless of number of passengers, up to rated capacity.
  - C. Rated Speed Performance: Rated speed shall be maintained within plus or minus 5%.
8. Schedule of Maintenance Operations: The following schedule of examination and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum of operations and frequency of performance required. The successful contractor must recognize that additional services may be required in order to comply with performance evaluation requirements.
- A. **Service Intervals:** Examination shall be provided monthly. During such examinations the following operations are to be performed, but not limited to:
    - 1. Ride each car; check operation of car and hoistway doors; also acceleration; deceleration, floor stops, leveling, and brake action. Make required corrections.
    - 2. Inspect and wipe clean all motors, machines and generators.
    - 3. Inspect controllers, selectors and governors.
    - 4. Clean and adjust all controller contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.
    - 5. Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, when necessary.
    - 6. Clean direction and accelerating switches.
    - 7. Clean machine room.
    - 8. Check floors for missing indicator plates, arrows, buttons, etc. and replace where required.
    - 9. Replace or repair all non-functional indicator lamps.
    - 10. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair, as necessary.
    - 11. Test emergency telephones.
    - 12. Clean hoistway pits and inspect equipment in them.
    - 13. Inspect working parts or all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.
    - 14. Inspect all doors operating equipment, including motor brushes, commutator, belts or chains, contacts, drive canes and clocks. Clean, lubricate, adjust or replace, as necessary.
    - 15. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
    - 16. Clean car position indicators; adjust if necessary.
    - 17. Inspect and clean car guides. Replace worn and cracked parts.
    - 18. Check and clean car fan motors for proper operation
    - 19. Blow out and vacuum clean controller; motors and motor generator sets.
    - 20. Check bearings for proper operations and wear.

21. Examine machine gear teeth for cutting or noise.
22. While riding on top of cars, physically check condition and operation of door locking equipment.
23. Perform electrical test of door interlock circuits.
24. Examine door locks and door closer equipment. Clean door channels.
25. Examine car and counterweight guide shoe and fastening.
26. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
27. Remove car station cover, blow out; clean switches and buttons.

**B. Annual Services:**

1. Examine, clean with proper solution, and repair as necessary, commutator, brushes and brush holders of all small control motors and regulators.
2. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, proper adjustment. Clean, re-adjust, repair or replace, as necessary.
3. Check, clean and adjust operation of slow down and limit switches.
4. Examine all moving parts of governor and safety for free operation. Clean and adjust.
5. Examine, clean and add oil to buffers, if necessary. Perform “hand test” of plunger return.
6. Clean and lubricate hoistway door hangers, track and door arms.
7. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
8. Each summer, the vendor shall have a major preventative maintenance program to include all contractors, relays, switches, timing adjustments, electrical and electronics parts, mechanical parts, including door operators, door tracks, hoist motors, indicating lamps, call buttons, and all equipment as originally installed, or approved variations by the County.
9. Perform a complete systems check of all logic features and/ or programs as determined by the County.
10. Test firemen service operations and emergency power operations in accordance with ANSI A 17.1 safety code for elevators at a time as determined by the County.
11. Automatic dialing communication systems that are part of elevator car shall be tested and maintained as originally installed.
12. Hydraulic elevators shall be inspected and tested as per ANSI A 17.2.

## ELEVATOR LUBRICATION SERVICES

**REQUIREMENTS:**

1. The contractor(s) shall, at the prescribed time interval examine, adjust, clean and lubricate as required, the following parts, where applicable: All safety devices and feature, copper and carbon contacts, contact springs, brushes, door and gate contacts, governor sheaves, governor, solid state components, hall buttons, signals, brake, controller, pump, valves, door operators, door gibs and rollers, door interlocks, leveling devices and cams, guide rails, rail brackets, guide shoes, roller guides, ledges, door sills, door closers, door hanger, all machine components, oil return systems, the elevator pit, gland packing, selectors and components, deflector or idler sheaves, and compensating assemblies.

2. The contractor(s) shall provide as required at no additional cost, all cleaning materials and lubricants meeting the specifications for lubricants as recommended by the manufacturer. Hydraulic fluid to maintain fluid at level recommendations by the manufacturer will be furnished by the Contractor
3. The cost of all parts and labor cost for the replacement or repair of these parts shall not be included in the contract price for the maintenance service. However, it is to be understood that the contractor(s) shall be required to furnish these parts at a cost not to exceed the current market price for the parts. The contractor(s) may be required to furnish the labor for removal and replacement of these parts and for the performance of the safety tests at the hourly rate as established by this bid.
4. It is expected that all of the above work will be performed during the normal daytime working hours of the elevator trade. If emergency service is requested by the County, such service shall be performed at the rates established by the contractor's bid.
5. The State of South Carolina shall provide or approve all necessary examination forms to be used by the contractor in order to ensure compliance with the above specifications. These forms will be filed in the elevator machine room for each respective elevator.
6. The contractor(s) shall immediately notify the County when any parts or components within the elevator system may require repair, modification or replacement.

Should a failure to or in the elevator system occur because the contractor(s) did not notify the County the contractor(s) shall be liable for any and all costs incurred by the County to make the elevator operative.

**Overall Basis for Award**

**Award:**

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to: cost, bidder's past performance and/or service reputation, service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs and total long term cost to the County.

**Exhibit A- Elevator Specifications**

	<b>Location</b>	<b>State Registration Number</b>	<b>Landings</b>	<b>Capacity</b>
1	Historic Courthouse 129 Screven St	2200042	3	2000 lbs
2	Historic Courthouse 129 Screven St	2200043	2	2500 lbs
3	Dept of Social Services 330 Dozier St	2200063	2	2100 lbs
4	GC County Airport Terminal 201 Airport Rd	2200172	2	2500 lbs
5	Judicial Center 401 Cleland St	2200175	3	3500 lbs
6	Judicial Center			

	<b>Location</b>	<b>State Registration Number</b>	<b>Landings</b>	<b>Capacity</b>
	401 Cleland St	2200176	3	3500 lbs
7	Judicial Center 401 Cleland St	2200177	3	2500 lbs
8	Judicial Center 401 Cleland St	2200178	3	2500 lbs
9	Detention Center 2394 Browns Ferry Rd	22-0095	2	2100 lbs
10	Rice Museum 633 Front St	2200070	3	2000 lbs

Key to Pricing Page:

CM- Complete Maintenance

LUBE- Lubrication & Examination

S- Semiannual Service

A- Annual Service

8- 8 hour callback at no additional cost

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## **Instructions for Providers**

**Bid # 19-039**

### **Elevator Maintenance at Georgetown County Facilities**

**These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.**

#### **1. Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Pamela Bassetti, Senior Buyer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [pbassetti@gtcounty.org](mailto:pbassetti@gtcounty.org)

2. Written sealed public bids for **RFP # 19-039, Elevator Maintenance at Georgetown County Facilities** shall be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.

#### **3. IMPORTANT BIDDER NOTES:**

- 5) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
- 6) Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
- 7) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day “Early AM” Service.

#### **4. Inclement Weather/Closure of County Courthouse**

If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

6. **NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

7. One (1) unbound, reproducible ORIGINAL of your proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:

**BIDDER'S NAME**  
**BID ITEM NAME**  
**BID NUMBER**

8. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

9. Definitions:

- a) The terms "Proposer", "Bidder", "Vendor" or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.
- b) The term "Elevator Maintenance" refers to the **complete list of equipment/services** as specified in this document, in every aspect.
- c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.
- d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

10. Correction or Withdrawal of Bids; Cancellation of Awards

a) A Bidder must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the Bidder's mistake is clearly an error that will cause him substantial loss.

- b) Correction of awards : An Bidder shall not be permitted to correct a bid mistake after bid opening that would cause such Bidder to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- c) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.
11. Faxed or E-mailed bids will not be accepted by Georgetown County.
12. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
13. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.
14. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
15. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
16. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
17. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

18. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
19. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder shall be considered "works for hire" as defined in the U.S. Copyright Act.
20. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
21. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
22. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
23. All Construction Contracts Over \$2,000:
  - a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. **Current Wage Determination for Georgetown County in South Carolina is available on-line at: <http://www.wdol.gov/dba.aspx#14>**
  - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards

promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- c) Copeland "Anti-Kickback" Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repair of public work to give up any part of their compensation.

24. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

25. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

26. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

27. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

28. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at [www.georgetowncountysc.org](http://www.georgetowncountysc.org), select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

29. TERMS OF AGREEMENT / RENEWAL

The initial term of any resulting contract shall be effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year.

30. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

31. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

32. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The Bidder's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from County's Risk Officer.

### 33. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

### 34. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### 35. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

### 36. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

### 37. Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown  
Accounts Payable

P.O. Box 421270  
Georgetown, SC 29442-4200

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

38. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

39. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

40. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

41. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

42. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

43. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

44. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

45. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serves the interest of the County.

46. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

47. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

48. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

49. Debarment

By submitting a bid, the Bidder certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

50. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

51. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

52. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

53. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

54. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

55. Permits

The successful Bidder must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

56. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

57. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then "Bids under Review" and double click the link under the individual bid listing.

58. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the

project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

59. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, and advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
60. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.
61. Response Clarification  
Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

62. **Vendor Checklist**

**The items indicated below must be returned as a part of the Bid Submission package:**

- **Mandatory Bid Submittal Form**
- **IRS W-9**
- **Mandatory Exceptions Page**
- **Local Vendor Preference form**

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured. This must be on file prior to any final award.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

# 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.

Print or type. 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> <hr/>

## 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>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** 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*
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.

**Elevator Maintenance at County Facilities**

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid \_\_\_\_\_

<b>Location</b>		<b>Year 1 Annual Service Cost (12 Months)</b>
1	Historic Courthouse 129 Screven St	\$
2	Historic Courthouse	\$
3	Dept of Social Services 330 Dozier St	\$
4	County Airport Terminal 201 Airport Rd	\$
5	Judicial Center 401 Cleland St	\$
6	Judicial Center	\$
7	Judicial Center	\$
8	Judicial Center	\$
9	Detention Center 2394 Browns Ferry Rd	\$
10	Rice Museum* 633 Front St	\$
11	Total Annual Cost (Sum Rows 1-10)	\$

2. Hourly rate for repairs not covered by maintenance agreement:

	<b><u>Single</u></b>	<b><u>Team</u></b>
<b>Regular Time:</b>	\$	\$
<b>Overtime:</b>	\$	\$
<b>Sundays &amp; Holidays:</b>	\$	\$

3. **SC Sales Tax** Permit # \_\_\_\_\_

If your company is authorized to collect SC Sales Tax, place your SC Sales Tax Permit Number and on the line above, otherwise write "NO".

4. Bid cost must remain valid ninety (90) days from bid opening date.
5. Number of years your company has been servicing elevators: \_\_\_\_\_
6. Nearest service location: \_\_\_\_\_
7. Number of trained technicians available to service Georgetown County elevators: \_\_\_\_\_
8. Do your local technicians have experience servicing the make of elevators on which you are bidding?     **Yes**         **No**
9. Do you have timely access to repair parts for the elevators on which you are bidding?  
                          **Yes**         **No**
10. What parts do you stock for the elevators on which you are bidding?  
\_\_\_\_\_  
\_\_\_\_\_
11. Can you meet the emergency response time listed on the bid?  
 **Yes**         **No**
12. Contact Address: \_\_\_\_\_  
\_\_\_\_\_
13. Contact Person \_\_\_\_\_
14. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
15. E-Mail address \_\_\_\_\_
16. Remittance Address: \_\_\_\_\_  
\_\_\_\_\_
17. Accounting Contact \_\_\_\_\_
18. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
19. E-Mail address \_\_\_\_\_

20. List three (3) customer references of similar services to be provided:

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	

City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

21. SUSPENSION AND DEBARMENT

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

22. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

23. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes     No

24. ACCEPTANCE OF REQUEST FOR PROPOSAL CONTENT:

The contents of the successful IFB/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

25. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

26. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes     No

27. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, and advertising, misrepresentation of the submittal or purchasing process or any procedure

to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

28. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Invitation for Bid No. 19-039 were received.

29. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

30. **INFORMATION ONLY:**

Our company accepts VISA government procurement cards.  
If yes, list any upcharge for P-Card Payment? \_\_\_\_\_

Our company does not accept VISA government procurement cards.

31. Printed Name of person binding bid \_\_\_\_\_

32. Signature (X) \_\_\_\_\_

33. Date \_\_\_\_\_

**NOTE: THE ENTIRE BID PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all Bidder provided attachments. Thank you.**



**MANDATORY BID SUBMITTAL FORM**  
**EXCEPTIONS PAGE**

List any areas where you cannot or will not comply with the specifications or terms contained within the Bid documentation.