

# Request for Qualifications/ Request for Proposals

Oconee County Courthouse Addition Project

RFQP#1909-07

Request for Qualifications/Request for Proposals

CONSTRUCTION MANAGEMENT AT-RISK

Oconee County Courthouse Addition

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## I. REQUEST FOR QUALIFICATIONS

### A. INTRODUCTION

#### 1. Construction Management at-Risk Services

The Oconee County Board of Commissioners (OCBOC) ("Owner") is seeking Statements of Qualifications from firms interested in providing construction manager at-risk services for a project known as Oconee County Courthouse Addition Project. Request for Qualifications (RFQ) seeks to identify the most qualified potential providers of the above-mentioned services. Some firms which respond to this RFQ, and who are determined by the Owner to be especially qualified, may be deemed eligible and may be invited to offer proposals for these services. All respondents to this RFQ are subject to instructions communicated in this document and additional terms and conditions listed in the Owner's Request for Proposals (RFP). The Oconee County Board of Commissioners reserves the right to reject any or all statements of qualifications or proposals, and to waive technicalities and informalities at the discretion of The Oconee County Board of Commissioners.

#### 2. Restriction of Communication

From the issue date of this (RFQ-RFP) solicitation until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate for any reason with any members of the Selection Committee, the Using Agency, the End-User, or the Architect, except for submission of questions as instructed in the RFQ and RFP, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the qualifications/proposal of the offending proposer.

### B. GENERAL PROJECT INFORMATION

#### 1. Project Description

The project consists of adding a three-story addition onto the Oconee County Courthouse. Each floor contains approximately 3,000 square feet for a total building area of approximately 9,000 square feet. Ground floor of addition will contain a security sallyport, holding cells, control room, detention equipment with electronic security controls and meeting/flex space for Sheriff's Office staff. Upper floors will contain general Courthouse related office spaces. This project also includes low-voltage security electronic upgrades throughout the Courthouse Building. Precision Planning, Inc. is the architectural firm of record and has the completed construction documents for this project.

The Oconee County Courthouse is a fully occupied and operational facility. Scheduling the work will have to be coordinated with Owner's Operations and Facility Department.

## **2. Project Delivery Method**

The delivery method for this Project will be construction manager at-risk (CM/GC).

## **3. Project Budget**

As a part of the RFQ process we are asking the respondents to submit a preliminary budget for the project based on the attached plans and specifications.

## **4. Project Schedule**

The construction duration is estimated to be 10-12 months. *(All of the dates are estimates and are subject to change.)*

## **5. CM/GC Services**

The prospective CM/GC will provide preconstruction services, which may include technical review, cost verification, minor cost evaluation, minor value engineering, schedule development, and schedule evaluation, in addition to management of the construction. The CM/GC will be expected to work collaboratively with the Owner and Design Professional to solicit and evaluate subcontractor bid packages during the course of the project. Due to the nature and complexity of the detention equipment that will be used, specialized Owner approved subcontractors will be used on this project. New electronic security control system will be required to coordinate and tie into the existing systems used by Oconee County Sheriff's Office. In addition, CM/GC will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule. The successful CM/GC will be required to work harmoniously with the Design Professional and Owner's consultants.

## **C. QUALIFICATIONS REVIEW PROCESS**

Due to time constraints, Step I and Step II below have been combined into a single process.

### **1. Step I**

Qualifications Review, is initiated with this RFQ, which is issued for the purpose of acquiring Statements of Qualifications (SoQs) from prospective CM/GC firms. A selection of finalist firms will be made by a Selection Committee consisting of representatives of Oconee County and possibly a third party representative (Architect, Board Member etc.). The Selection Committee will receive and review SoQs submitted in response to this RFQ.

To be deemed eligible for evaluation, firms must meet the following minimum qualifications:

- a) The firm or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from offering a proposal or contracting by any state or federal agency, department, or authority (See Exhibit A).

- b) Firm must have sufficient bonding capacity for anticipated total cost of work (\$2,000,000). Only those sureties listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) are acceptable to the Owner. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, are qualified self-insurers or group self-insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength rating of "A-" or better and an A.M. Best Financial Size Category of Class V or larger (See Section F, 1 f).
- c) Firm must have a current Contractor's Public Liability Insurance policy, and must be insurable in the following amounts: Bodily injury, including death- limits of \$1,000,000 for each accident. Property damage limits of \$2,000,000 for each accident and \$10,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) (See Section F, 1 f).
- d) Firms must have all necessary, valid and current licenses to do business in the State of Georgia (See Section F, 1 f).
- e) Firm must demonstrate sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher (See Section F, 1 f).

## 2. Step II

**CM/GC Selection, all firms invited and wishing to compete for this project shall submit Project and Fee Proposals as instructed in the Owner's RFP.** Finalists will be those firms determined by the Selection Committee to be especially qualified to perform as CM/GC for this Project in accordance with the qualification criteria herein. Presentations/interviews may be conducted by the Owner for 2-3 firms that submit proposals that the Owner finds are in line with their vision for ESP, are deemed most qualified, and are most competitive considering the firms proposed schedule to complete the work and past experience to successfully delivery projects of similar scope. The successful CM/GC will be determined from the interviews and/or proposals received.

## D. SCHEDULE OF EVENTS

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. All times indicated are prevailing times in Athens, Georgia. The Owner reserves the right to adjust the schedule as the Owner deems necessary.

1. Owner issues RFQ September 19, 2018.

2. Pre-Submittal Conference 2:00 P.M. E.T., Wednesday, October 3, 2018 at the Oconee County Board of Commissioners (Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, Georgia 30677. **Potential Respondents are urged to attend.**
3. Deadline for submission of written questions and requests for clarification must be submitted by 10:00 A.M. E.T., Wednesday, October 10, 2018. *(See E. Submittals of questions and request for clarification below)*
4. Deadline for submission of Statements of Qualifications and Fee Proposals: October 17, 2018 2:00 P.M. E.T.

## E. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATIONS

It is the responsibility of each respondent to examine the entire RFQ and RFP, to seek clarification in writing, and review its submittal for accuracy before submitting the document. Once the submission deadline has passed, all submissions will be final. The Owner will not request clarification from individual respondents relative to their submission, but reserves the right to ask for additional information from all parties who have submitted qualifications. Questions about any aspect of the RFQ, RFP, or the project, shall be submitted in writing (e-mail is preferable) to the Procurement Officer:

Ms. Karen Barnett, CPPB  
e-mail: [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us)

## F. INSTRUCTIONS FOR PREPARING STATEMENTS OF QUALIFICATIONS

Emphasis should be on completeness, relevance, and clarity of content. To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below.

### 1. DESCRIPTION AND RESOURCES OF FIRM

- a) Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which project will be managed and this office's proximity to the project site. If applicable, indicate the year the local office was established and the number of persons staffing that office and their disciplines. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the firm a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure? For joint venture entities that have not undertaken at least *two* projects together, each firm should submit its qualifications separately. Joint submittals are subject to the same submittal page limit.

- b) Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.
- c) Has the firm been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners and/or Architects. List any active or pending litigation and explain. List any claims against your firm or against Owners where your firm is named.
- d) List the firm's annual revenue, for the parent office and the local office separately, if applicable, for the past 5 years and supply main financial and banking references.
- e) Has the firm, or a member thereof, ever been removed from a contract or failed to complete a contract as assigned? If yes, provide explanation.
- f) The firm, in order to be deemed eligible for evaluation, must provide supporting documentation asserting that the firm meets the minimum qualifications required for this project:
  - Certify that your firm has sufficient bonding capacity for anticipated total cost of work and our surety and insurance companies are in the current Department of Treasury's Listing of Approved Sureties (Department Circular 570). All insurance and bonds will be obtained through a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. The company is an insurer (or qualified self-insurers or group self-insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength rating of "A-" or better with an A.M. Best Financial Size Category of Class V or larger. Provide a letter or other supporting documentation from your firm's surety indicating the firm has bonding capacity of \$3,000,000.
  - Certify your firm has a current Contractor's Public Liability Insurance policy, and your firm is insurable in the following amounts: Bodily injury, including death- limits of \$1,000,000 for each accident. Property damage- limits of \$2,000,000 for each accident and \$10,000,000 for the aggregate of operations. The Owner reserves the right to require additional limits and/or coverage for actual contract. Provide your current insurance certificate.
  - Certify your firm has all necessary, valid and current licenses (including a valid and current Georgia General Contractor's License) to do business in the State of Georgia. *General Contractor must provide a valid and current Georgia General Contractor License at the time of submission of qualifications.* Provide a valid copy of your Georgia General Contractor license, and a Georgia Certificate of Existence or Certificate of Authority demonstrating your firm has registered with the Georgia Secretary of State and is authorized to do business in Georgia. Successful Respondent shall provide evidence of a valid **Oconee County** occupation tax license if



the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.

- Certify your firm has sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher. Provide a one-page statement evidencing your current ratio.
- Provide the firm's federal employer identification number and a completed IRS Form W9.

**g)** Provide a scanned notarized copy with response as section "AT" of the firm's Statement of Qualifications.

**h)** Complete and submit a "CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)" (Exhibit "A") with response as Section "AS" of the firm's Statement of Qualifications.

**Failure to submit this form with Statement of Qualifications will result in the firm being eliminated from consideration for this project.**

## **2. EXPERIENCE AND QUALIFICATIONS**

- a)** Provide professional qualifications and description of experience for principal Project Executive, Project Manager, and/or Superintendent.
- b)** Provide information on the firm's experience on projects of similar size, function, and complexity with a contract value of \$1,750,000.00 and above. Describe no more than six (6) and no less than three (3) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project at hand. Of these projects, at least one should be for a government/public school entity and a renovation/addition project performed on an occupied building. For each project, the following information should be provided:
- 1) Project name, location and dates during which services were performed.
  - 2) Brief description of project and physical description (delivery method, contract value, duration of construction, square footage, number of stories, site area).
  - 3) Provide information on experience with public safety/inmate detention facilities similar in nature to this project.
  - 4) Services performed by your firm and (if multiple offices) the location of the office involved. Company proximity to jobsite
  - 5) Describe your multi-story building experience
  - 6) Respective Owner's stated satisfaction in construction and service of your firm . Provide any Owner-written letters of reference/recommendation about the firm's performance on the project.
  - 7) Owner/User/Architect contact information.

## **3. STATEMENT OF SUITABILITY**

- a) Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.
- b) Provide non-discrimination policies and describe the firm 's record and methodologies of addressing public safety, social, environmental, historical preservation, accessibility for persons with disabilities and special needs, or other related concerns.
- c) Provide information on any special services offered by the firm that may be relevant and available for this project.

## G. SUBMITTAL OF STATEMENTS OF QUALIFICATIONS

### READ CAREFULLY

1. **The County will require a complete set of signed documents, both digital and hard copy, for the county's permanent record, as follows: One (1) unbound original and one (1) digital copy. Statements of Qualifications must be received by Wednesday, October 17, 2018 AT 2:00PM, EASTERN STANDARD TIME (ET). Statements of Qualifications must be submitted in a sealed envelope stating on the outside, the Respondent's name, address, RFQ #1909-07 CMAR OC Courthouse Addition to:**

**Oconee County Board of Commissioners**

**Attention: Purchasing Officer**

**23 N. Main Street, Suite 203**

**Watkinsville, GA 30677**

**Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. For a complete listing of holidays please visit [www.oconeecounty.com](http://www.oconeecounty.com).**

Proposers are further reminded to include a completed CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1) with the Statement of Qualifications. (See Exhibit A) *FAILURE TO PROVIDE THIS AFFIDAVIT WILL RESULT IN REJECTION OF PROPOSAL.*

## II. REQUEST FOR PROPOSALS

Oconee County Courthouse Addition

## H. ELIGIBILITY

To all firms who have been issued notification as having been deemed eligible, Oconee County, Georgia ("Owner"), offers this Request for Proposals (RFP) for those firms to submit proposals for construction management at-risk services for the specific project.

## I. CONTRACT INFORMATION

Upon award, the successful CM/GC firm will be provided with a schedule for receiving design documents. The CM/GC firm will assume responsibility for cost of the project construction by issuing a guaranteed maximum price (GMP) based on the design documents, with the support and assistance of the Design Professional. The CM/GC will commit to a Guaranteed Maximum Price (GMP) for all building construction, including FFE, and site development. The GMP will be a contractual obligation. The CM/GC will also develop an overall project schedule, which will also be a contractual obligation. The CM/GC will function as a CM-At-Risk (CM/GC).

During Pre-Construction, the CM/GC will be responsible for pricing, value engineering, and maintainability and constructability issues. Construction will commence with the release of distinct work packages based on the design documents. The CM/GC shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost and other factors. *The CM / GC shall be willing to solicited bids from recommendations made by the owner, but will be responsible for evaluating the competency of such bids from a qualifications, timeline and cost standpoint.* The contract format will be an *Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price (GMP) Agreement*. The Project will be *Open-Book*. All savings, including unused contingency, will be returned to the Owner. The contract will include a liquidated damages provision and for projects of this scope will typically be \$1,000 per day although the actual amount may vary.

The selected firm will be requested to enter into a Construction Management Agreement with Oconee County, Georgia.

## J. BUILDING PROGRAM

See RFQ Section C, Step 1

## K. SCHEDULE OF EVENTS (STEP II)

See RFQ Section D Step 1

## L. SELECTION PROCESS

1. Step II- CM/GC Selection, will be initiated by the invitation to the qualified finalists by the Selection Committee (determined in Step I from evaluation of Statements of Qualifications and Step II from evaluation of the RFP) to participated in the interview process. Finalist interviews will also be conducted by the Owner and selected committee. The successful

CM/GC will be determined from the evaluation of qualifications and proposals received and interviews.

The following matrix will be used to evaluate the qualifying submittals:

<b>Criteria</b>	<b>Weight</b>
<b>Description and Resources Of Firm</b>	<b>15%</b>
<b>Experience and Qualifications</b>	<b>25%</b>
<b>Statement of Suitability</b>	<b>15%</b>
<b>Management Plan</b>	<b>25%</b>
<b>Fee Proposal</b>	<b>10%</b>
<b>References</b>	<b>10%</b>
<b>Total Score</b>	<b>100%</b>

## **2. Final Evaluation**

Upon completion of the evaluation of Project Proposals and interviews by the Selection Committee, proposers will be ranked in descending order of recommendation. In the event a satisfactory fixed fee cannot be reached with the highest-scoring firm, the Owner will formally terminate the negotiations in writing and begin negotiations with the second highest-scoring firm, and so on until a mutually agreed upon fixed fee is established. Once the successful CM/GC and the agreed upon fixed fee have been determined, a CM/GC services contract will be awarded by Oconee County, Georgia. The Architect and Owner will develop the actual Form of Contract.

## **M. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION AND EXTENSIONS**

See RFQ Section D, Step I.

## **N. INSTRUCTIONS FOR PREPARING PROJECT PROPOSALS**

### **READ CAREFULLY**

To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below. The content of all Project Proposals must be categorized and numbered as outlined in the following "PROJECT PROPOSAL DELIVERABLES," and must address in a responsible and responsive manner all requested information.

**1. Qualifications and Experience of Proposed Project Team**

- a. Describe your firm's proposed organization for the construction management team including superintendent, project manager, project director, cost estimator, project executive, etc., who will manage the project. Please designate the specific individuals to fill the following key roles on your team: (Firms should list all positions/persons that CM expects to serve on the construction management team)
  - 1) Superintendent(s)
  - 2) Project Manager
  - 3) Project Director
  - 4) Cost Estimator
  - 5) Project Executive
  - 6) Commissioning Manager (if applicable)
  - 7) Other (please describe, if applicable)
- b. Provide for each of the above personnel current resumes listing relevant project experience and percentage of the person's time to be committed to this project.
- c. Identify the individual who, *from project start to finish*, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. This individual's competence, his/her leadership, and his/her ability to achieve *customer satisfaction* will be heavily considered in the selection of a construction management firm.
- d. Provide an organizational chart showing the lines of responsibility and accountability for your team and proposed sub-consultants. If a joint-venture, identify responsibility relationships, where there may be past experience at such relationships, and levels of experience.
- e. Provide examples of your *recent* experience as CM or GC in constructing facilities similar to this project, including the following information:
  - 1) Provide photographs of similar projects your firm/team completed in the past five (5) years.

- 2) Provide a written reference from the Architect/Owner/User (with current phone numbers) familiar with your performance on each of the above projects. Provide a Program Manager reference (if applicable).
- 3) List the individuals who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator on the projects. Please note whether these individuals are still employed with your firm.
- 4) Indicate those projects where an architect, engineering consultant, and contractor served a corporate or public client *as a team*.
- 5) Provide the two most recent projects your firm has completed. Include the total quantity of change orders and net total cost increase of change orders to the project. Summarize the actual schedule performance relative to the initial project schedule. For each project, provide the name of an Owner's representative (with a current phone number) who is most familiar with your performance on the project.
- 6) Provide detailed information on your firm's experience with academic facility construction protocols.

## **2. Management Plan**

- a. With regard to your firm's overall role in the project, please provide a statement of your definition of the role, your anticipated level of management responsibility and accountability for project concerns. Describe your process for efficiently resolving issues and maintaining the project commitments while working collaboratively with the Architect, Oconee County, Georgia., Precision Planning, Inc., and others as applicable. Provide detailed procedures for routine solving of complex project issues without compromising your team commitments. Provide your proposed methods and plans of CM communication.
- b. Provide your detailed cost management plan for controlling costs on this project within the GMP during construction. Describe your systems and procedures for controlling costs during construction.
- c. Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.
- d. Provide your procurement and workforce plan including details on your plan to assure local contractor opportunity. Describe how your firm intends to arrange the construction into bid packages in order to reach The Oconee County Board of Commissioners schedule and budget objectives.

- e. Provide your detailed schedule management plan for this project during construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.
- f. Provide your detailed subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.
- g. Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.
- h. Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship.
- i. Provide your safety and site logistics plan for this project. Describe your plan for working around existing operations and for site access.
- j. Provide your detailed plan for applying any services not specifically mentioned herein. Explain the relevance of these services to this project and how they benefit the project.
- k. Order of Magnitude Estimate

### 3. Order of Magnitude Estimate

Included on the bottom of the fee proposal form in Exhibit B, contractors shall submit an “Order of Magnitude Estimate”. This estimate will be used for comparison and preliminary budgeting purposes and should not be considered as the final Gross Maximum Price. Contractor should use the included drawings and be confident that the final contract price can stay within close proximity of this estimate. A final GMP price will be arrived at after the plans are 100% complete and value engineering has occurred.

## O. INSTRUCTIONS FOR PREPARING FEE PROPOSALS

(See also Section Q- *Submittal of Project Proposals and Fee Proposals*). The *Fee Proposal Form, Exhibit "B"*, attached to this RFP, shall be submitted. Order of magnitude estimate must be included on the Fee Proposal Form.

## P. PRESENTATION /INTERVIEW INFORMATION

### 1. Interview Format

Should the Owner elect to conduct interviews, the firms selected to make a presentation to, and be interviewed by, the Selection Committee will be notified within the time outlined in Section D, "Schedule of Events." Each firm will be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the interview will not exceed 65

minutes to include: 10 minutes for setup, 30 minutes for proposer presentation, 20 minutes for Committee questions, and 5 minutes for knockdown. Electronic presentations, such as PowerPoint presentations, are allowed but should not comprise the entire 30 minute presentation. Although a screen will be available in the interview room, presenter must be prepared with own projector and laptop for quick setup within the allotted 10 minutes in case of any unforeseen technical difficulties. Other portions of the presentation may involve flip charts or boards along with oral presentation. All members of the Selection Committee will be present during all of the presentations and interviews. Firms are not allowed to address any questions, prior to the interview, to anyone other than designated contact.

## **2. Interview Requirements**

The intent of the formal interview process is to provide the Selection Committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract award. Firms should focus their presentations on the following: detailed plan for managing the construction, cost, schedule, and quality on the project and any unique characteristics or services the firm offers; and the firm's concepts or plans for the division of the project into separate packages for award. Firms are discouraged from reviewing general company history and past experience previously submitted in Statements of Qualifications and/or Project Proposals unless this information is particularly relevant to the presentation. All key personnel should be present at the interview including, at a minimum, the project superintendent, project manager, and project executive. No more than 4 representatives should be present.

## **Q. SUBMITTAL OF PROJECT AND FEE PROPOSALS**

### **1. Project Proposals**

- a. The County will require a complete set of signed documents, both digital and hard copy, for the county's permanent record, as follows: One (1) unbound original and one (1) digital copy. Project/Fee Proposals & General Conditions and Overhead must be received by Wednesday, October 17, 2018 AT 2:00 PM, EASTERN STANDARD TIME (ET). Project/Fee Proposals must be submitted in a sealed envelope stating on the outside, the Respondent's name, address, RFP #1909-07 CMAR Courthouse Addition to:**

**Oconee County Board of Commissioners**

**Attention: Purchasing Officer**

**23 N. Main Street, Suite 203**

**Watkinsville, GA 30677**

- b. Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. For a complete listing of holidays please visit [www.oconeecounty.com](http://www.oconeecounty.com).**



- c. Proposals will be accepted prior to **2:00 P.M., E.T., October 17, 2018**, and only the names of the Respondents will be read aloud.
- d. No Proposals will be accepted after the time set for receipt. Proposals submitted via facsimile or e-mail will be rejected. Oconee County, Georgia, reserves the right to reject any and all submittals, and to cancel the solicitation in its entirety and possibly re-advertise and issue a revised solicitation for any reason. With the submittal of a Proposal, the Proposer agrees that the proposals shall remain valid for a period of ninety (90) days.

## R. ADDITIONAL TERMS AND CONDITIONS TO THE RFQ/RFP

### 1. **County Rights and Options**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- a. This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- b. Oconee County, Georgia does not generally desire to enter into "joint-venture" agreements with multiple Construction Management firms. In the event two or more firms desire to "joint-venture," it is strongly recommended that one incorporated firm propose and maintain status as the Construction Management Firm with the remaining firms participating as major consultants.
- c. The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.
- d. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- e. The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- f. The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- g. The County reserves the right to waive any technicalities or irregularities in the Proposals.

- h. The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- i. The County may request Proposers to send representatives to the County for interviews and presentations.
- j. To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- k. The County reserves the right to discontinue negotiations with any selected Proposer.
- l. The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- m. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.
- n. The County may add to or delete from the Project Scope of Work set forth in this RFP.
- o. All Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- p. Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- q. The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- r. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **2. Cost of Proposal Preparation and Selection Process**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during

the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

### **3. Authorization to Transact Business**

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

### **4. General Requirements**

- a. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Oconee County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Proposers in the request for proposals of the number of days that Proposers will be required to honor their proposals. If a Proposer is not selected within 60 days of opening the proposals, any Proposer that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

- a. Oconee County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
- b. The successful Proposer must assume full responsibility for delivery of all goods and services proposed.
- c. The successful Proposer must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
- d. The successful Proposer must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. If a vendor should happen to be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Proposer is solely responsible for arranging for the service to be performed.
- e. The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

- f. The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Oconee County Board of Commissioners.
- g. In case of default by the successful Proposer, Oconee County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- h. All proposals and bids submitted to Oconee County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
- i. All proposals and bids submitted to Oconee County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

#### **5. Post Document Requirements**

Awardee shall submit proof of current certificate of insurance as per Oconee County Insurance Requirements (Exhibit "A"). Awardee who does not hold an Oconee County occupational tax license will be required to register their license within five (5) working days of award. There is not a requirement to hold an occupational tax license at time of submittal. If the Awardee plans to use sub-contractors, a list shall be provided with the bid and Sub-Contractor Affidavits are to be provided to the County within five (5) working days from the Notice of Award. Performance and Payment Bonds are needed if required.

#### **6. Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/her authorized representative(s) acting within their authority for the County. The Finance Director and the Contractor must approve any change to the Agreement in writing.

#### **7. Delays**

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

#### **8. Delivery Failures**

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Department Director, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the

County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

#### **9. Hold Harmless Clause**

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought because of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Agreement.

#### **10. Substitutions**

No substitutions or cancellations are permitted after Agreement award without written approval by the Finance Department. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

#### **11. Exemption from Taxes**

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

#### **12. Invoicing and Payment**

Upon completion of work, the Contractor shall submit a proper invoice, in duplicate, detailing a breakdown of all charges that shall be based on completion of tasks or deliverables, unless otherwise agreed upon in contract negotiations.

Invoices shall be submitted to:

Oconee County Board Of Commissioners

Attn: Finance Department

P. O. Box 1527

Watkinsville, GA 30677

OR via email (preferred) [financedept@ocomee.ga.us](mailto:financedept@ocomee.ga.us)

The County will pay all such invoices 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 Contractor shall provide complete cooperation during any such investigation.

Contractor shall provide the purchase order number on the pricing form.

### **13. Assignment of Contract**

The Agreement may not be assigned in whole or in part without the written consent of the Finance Department.

### **14. Termination**

Subject to the provisions below, this Agreement may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted.

#### **a. Termination for Convenience**

The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

#### **b. Termination for Cause**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

#### **c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

### **15. Agreement Disputes**

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence-giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

### **16. 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.

**17. Applicable Laws/Forum**

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any judicial action shall be filed in the State of Georgia, County of Oconee.

**18. Notices**

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) be delivered to an agent, such as an overnight or similar delivery service, or (b) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

Oconee County Finance Department

Division of Procurement

23 N. Main Street, Suite 203

Post Office Box 1527

Watkinsville, Georgia 30677

**19. Licensure**

To the extent required by the State of Georgia or the County of Oconee, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Agreement.

**20. General Indemnification**

It is understood that in the event of contractor negligence, Oconee County is protected against third-party claims. The Contractor is required to provide legal counsel to protect the owner and pay all damages arising from its negligent act.

**21. Anti-Discrimination**

Oconee County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

**22. Ownership**

Oconee County is the owner of all work and related documentation done on behalf of the County unless otherwise agreed to in writing. All work and related documentation shall be promptly turned over to the County upon request. This requirement shall survive the termination of the agreement between the parties, and is enforceable by injunction action if necessary, in which case the Contractor shall be liable for the County's actual legal fees and costs.

**23. Change Orders**

Pricing for this contract shall remain as agreed upon until the job is completed. Any changes in the specifications or work scope will require a contract amendment. The contractor shall submit a price change request to the Department Director detailing the additional services required with the associated costs. If approved by the Board of Commissioners, the Finance Department will issue a contract amendment for signature.

**24. Safety Measures**

Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work, all necessary safeguards for the protection of the workers and public including traffic control and warning signs

**25. Agreement**

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute an agreement between the Consultant (awardee) and the County which shall bind the Consultant on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such consultant, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

- a. The Board of Commissioners may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the Board, and may be amended with the issuance of a change order under the signature of the Chair.
- b. "No parole evidence"- prohibits oral modifications to the contract or allowance for past practices by the County.
- c. Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.
- d. Should a Purchase Order Contract be used, the documents incorporated into the purchase order by reference include the scope of work, the general terms and conditions of the



proposal documents, the cost form, addenda and any sections of the proposal document or the consultant's cost response that have a direct bearing on the performance or price.

**26. Brand or Manufacturer's Reference**

The County has determined that any manufacturer's brand defined in the RFP Specifications meets the County's product and support need. The manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the County desires to purchase. Proposals for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model unless "No Substitutions" has been noted in the proposal documents. The County reserves the right to determine products and support of equal value.

**27. Nonappropriation of Funds**

The Contractor acknowledges that the Finance Department cannot contract for the payment of funds not yet appropriated by the Oconee County Board of Commissioners (OCBOC). If funding to a Department is reduced due to an order by the OCBOC or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the OCBOC may terminate this contract or proportionately reduce the services, purchase obligations, and the amount due from the OCBOC upon 30 days written notice. In the case that funds are not appropriated or are reduced, the OCBOC will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the OCBOC will not be liable for any future commitments, penalties, or liquidated damages.

**28. Reserved Rights**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested. The proposer shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to, current financial statements by an independent or staff CPA; verification of availability of personnel; and past performance records.

**29. Applicable Laws**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Oconee County shall apply. Protestors shall seek resolution of their complaints in the manner provided by the Oconee County Finance Department.

**30. Clarification & Addenda**

**a. Clarification**

- 1) Proposers may submit requests for clarifications or interpretations regarding this RFQ/RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFQ/RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that requests contain meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. **The County will not respond to requests, oral or written, received after 10:00 A.M. on Wednesday, October 10, 2018**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.
- 2) Requests for clarification or interpretation regarding this RFQ/RFP shall only be submitted in writing (Email Preferred) to:

**Oconee County Board of Commissioners**

**Attn: Ms. Karen Barnett, CPPB**

**Finance Department**

**23 North Main Street, Suite 203**

**Watkinsville, GA 30677**

**Email: [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us)**

**Fax: 706-310-3574**

**RE: RFQ/RFP#1909-07 Oconee County Courthouse Addition Project**

Telephone inquiries will not be accepted.

**b. Addenda**

- 1) All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFQ/RFP and posted on the Oconee County website <https://oconeecounty.com/bids>.

- 2) No oral interpretation, instruction, or information concerning this RFQ/RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFQ/RFP deemed non-responsive by the County. The Proposers should consider only written responses issued by addendum to this RFQ/RFP.
- 3) During the period provided for the preparation of Proposals, the County may issue addenda to this RFQ/RFP. These addenda will be numbered consecutively and will be posted on the Oconee County website, <https://oconeecounty.com/bids>. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFQ/RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFQ/RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

### **31. Term Of Contract**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

#### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in fiscal year 2019, the starting date being ten (10) calendar days after the Notice to Proceed and shall end absolutely and without further obligation on the part of the County on the 30th day of June 2019. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

#### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County, upon the approval of the County Board of Commissioners until the project is completed. However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until the County Board of Commissioners has first approved the Renewal Term in writing or through budget approval for the fiscal year of such Renewal Term.

**c. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be the same as those contained within in this Agreement.

**d. Statutory Compliance Regarding Purchase Contracts**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**32. Sub-consultants**

All Offerors shall include a list of all Sub-consultants with their proposal. The County reserves the right to reject the successful respondent's selection of Sub-consultants for good cause. If a Sub-consultant is rejected, the contractor may replace that Sub-consultant with another Sub-consultant subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

**S. COUNTY FORMS AND DOCUMENTS**

All standard County forms are located in Exhibit "A". All respondents shall complete and return these forms with their RFP proposal.

**1. County Forms**

County forms must be used without substitution unless otherwise specified. They are:

- Addenda Acknowledgement Form
- Execution of Proposal
- Respondent's Certification and Non-Collusion Affidavit:
- Drug-Free Workplace Certificate
- ***Georgia Security and Immigration Compliance Act Affidavit (Contractor Affidavit- EVerify)***
- SAVE Affidavit
- W-9
- Current copy of Certificate of Insurance (form not provided)

**a. Insurance**

The Contractor is responsible for all personal/liability insurance and worker's compensation coverage for himself and all employees as described in Exhibit A of this RFP.

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Exhibit A of this RFP. Applicant shall include a copy of their

current Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County. At the time of award, a copy of the successful Proposer’s Certificate of Insurance (“COI”) must be provided to the County.

**b. Drug-Free Workplace Certificate**

Proposer shall provide a drug-free workplace certificate with proposal.

**c. County Public Benefit Application Affidavit (SAVE)**

Proposers submitting a proposal/bid in response to this solicitation must provide affidavits of citizenship/alien status for “public benefits” as set forth in O.C.G.A. §50-36-1. Also, O.C.G.A. §50-36-1(e), which became effective January 1, 2012, requires applicants for “public benefits” to provide at least one “secure and verifiable document” of identification, such as a photocopy of a valid driver’s license. The form is provided for completion.

**d. Non-Collusion**

By submitting a response to this solicitation, the applicant represents and warrants that such proposal/bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the applicant has not directly or indirectly induced or solicited any other contractors to put in a sham proposal/bid, or any other person, firm or corporation to refrain from submitting and that the contractor has not in any manner sought by collusion to secure to that contractor any advantage over any other contractor.

By submitting a proposal/bid, the contractor represents and warrants that no official or employee of Oconee County, GA Government has, in any manner, an interest, directly or indirectly in the solicitation or in the contract that may be made under it, or in any expected profits.

**e. Georgia Security and Immigration Compliance Act**

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal, which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll> .

The Purchasing Officer is authorized to conduct random audits of a contractor or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

**f. Execution of Proposal**

The potential contractor certifies that his/her proposal was signed by an authorized representative of the firm and agrees to the conditions as set forth in this RFQ-RFP with no exceptions.

**g. Addenda Acknowledgement Form**

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFQ/RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

(Exhibit A)

**Contractors Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

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

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

Oconee County Board of Commissioners

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

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

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



**RFQP #1909-07**

**Oconee County Courthouse Addition  
Addenda Acknowledgement**

The Respondent has examined and carefully studied the Request Qualifications and Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No./Date\_\_\_\_\_

Addendum No./Date\_\_\_\_\_

Addendum No./Date\_\_\_\_\_

Addendum No./Date\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name/Title  
(Print or Type)

\_\_\_\_\_  
Email

***Respondents must acknowledge any issued addenda. Proposals which fail to acknowledge the Contractor's receipt of any addendum may result in the rejection of the proposal if the addendum contains information that substantively changes the Owner's requirements.***

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**





**RFQP #1909-07**

**Oconee County Courthouse Addition  
Respondent's Certificate and Statement of Non-Collusion**

I \_\_\_\_\_ certify that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **RFP #FY1809-07, Document Scanning and Imaging Project** was issued except: 1) through the Purchasing Office 2) at the Pre-Conference Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any Contractor violating this provision.**

I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP.

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name/Title  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**RFQP #1909-07**  
**Oconee County Courthouse Addition**  
**Drug-Free Workplace**

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

---

Whose address is:

---

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with \_\_\_\_\_,

---

certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

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Date

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Signature

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**RFQP #1909-07**  
**Oconee County Courthouse Addition**  
**Execution of Proposal**

I \_\_\_\_\_ certify that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **RFQP #1909-07 Oconee County Courthouse Addition** was issued except: 1) through the Purchasing Office 2) at the Pre-Conference Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the SoQP submitted by any Contractor violating this provision.**

I agree to abide by all conditions of this RFQP and certify that I am authorized to sign this RFQP.

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name/Title  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

**Affidavit Verifying Status  
for County Public Benefit Application  
(SAVE AFFIDAVIT)  
O.C.G.A. § 50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for a Business Occupation Tax Certificate, Alcohol License or other public benefit as referenced in O.C.G.A. § 50-36-1, from Oconee County, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal:  
immigration agency is: \_\_\_\_\_  
My card number is: \_\_\_\_\_

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-2, and face criminal penalties as allowed by such criminal statute.

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

Signature of Applicant: \_\_\_\_\_

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

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

Date of Birth: \_\_\_\_\_

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

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

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### 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? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## 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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

**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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. 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>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

**\*Note.** 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) 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.



(Exhibit B)

## FEE PROPOSAL

*(Submit in a Sealed Envelope accompanied by Exhibit E Detailed Itemization)*

A. CM/GC GROSS PROFIT FEE:

The CM/GC's fee is the amount agreed to by both parties, which is the full amount of compensation due to the CM/GC as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the CM/GC performs all the requirements of the Contract.

GROSS PROFIT FEE \_\_\_\_\_% OF COST OF THE WORK

B. PRE-CONSTRUCTION FEE:

For Pre-Construction Phase Services provided by CM/GC as set forth in the General Requirements, Owner shall pay to CM/GC a Pre-Construction Fee. Pre-Construction Fee shall be expressed as a flat not to exceed fee and shall be paid in three installments, 25%, 25%, and 50% respectively with the final installment paid upon issuance of all local, state and federal permits.

MAXIMUM AMOUNT FOR PRE-CONSTRUCTION LABOR, OVERHEAD COSTS AND EXPENSES \$ \_\_\_\_\_

C. OVERHEAD AND GENERAL CONDITIONS FEE:

The CM/GC's Overhead and General Conditions fee shall be the maximum amount for overhead and general conditions inclusive of all direct and incidental expenses (refer to the attached Detailed Itemization and complete as part of this form). If authorized by the Owner to proceed with Construction Phase Services, the CM/GC will execute the work and be reimbursed for the actual costs as defined in the Contract. Overhead and General Conditions Fee shall be expressed as a fixed fee amount and shall not change with adjustments to the GMP max contract.

MAXIMUM AMOUNT FOR OVERHEAD COSTS AND GENERAL CONDITIONS \$ \_\_\_\_\_

D. ORDER OF MAGNITUDE ESTIMATE:

Based on the Conceptual Drawings provided as part of this RFQ/RFP, provide preliminary cost estimates.

PRELIMINARY ESTIMATE OF BUILDING CONSTRUCTION COSTS: \_\_\_\_\_

PRELIMINARY ESTIMATE OF SITE CONSTRUCTION COSTS: \_\_\_\_\_

*Important- Proposers must attach this FEE PROPOSAL FORM, the DETAILED ITEMIZATION, and any exceptions to the items requested above in same sealed, opaque envelope.*

By: \_\_\_\_\_

Name | Date: \_\_\_\_\_