



Oconee County Board of Commissioners

**Project: Architectural/Planning Services
Oconee County Administrative Services Facility**

ACCEPTANCE DATE: Prior to 10:00 A.M., Friday, August 14, 2015 "Local Time"

ACCEPTANCE PLACE: Oconee County Board of Commissioners
Finance Department - Procurement
23 N. Main Street, Suite 206
Watkinsville, Georgia 30677

PRE-CONFERENCE MEETING ONSITE: 10:00 A.M., Friday, July 31, 2015.
Same address as above

QUESTIONS DEADLINE: 10:00 A.M., Friday, August 7, 2015.

Please submit one (1) unbound original, one (1) copy and one (1) electronic file submittal of your firm's Cost and Technical Proposal. All qualified architectural/engineering/planning consulting firms are invited to submit a proposal.

Requests for information related to this Solicitation should be directed to:

Karen T. Barnett, CPPB
Purchasing Officer
(706) 769-2944
(706) 310-3574 (Fax)
E-mail address: kbarnett@oconee.ga.us

This document can be downloaded from our web site: www.oconeecounty.com

Issue Date: July 23, 2015

July 23, 2015
Oconee County Board of Commissioners
23 N Main Street
Watkinsville, GA 30677
Request for Proposal (RFP) #FY1607-01

Architectural/Planning Services
Oconee County Administrative Services Facility

Sealed proposals will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Suite 206, 23 N. Main Street, Watkinsville, GA. 30677, until **10:00 AM on Friday, August 14, 2015** from qualified architectural/engineering/planning consulting firms for planning, conceptual design alternatives, cost estimating, alternative site investigation, and related professional planning services for a new administrative services facility to serve the current and future needs of the citizens, staff and elected officials of Oconee County, Georgia.

At that time, date, and place given above, in Suite 205, the sealed proposals will be publicly opened and only the names of the respondents will be read aloud. The RFP documents and forms can be obtained from the Office of the Purchasing Officer or the Oconee County Website at www.oconeecounty.com. No bonds are required for this RFP.

A mandatory pre-conference meeting will be held at **10:00 AM on Friday, July 31, 2015** at the Commission Chambers, Suite 205, at the place given above. All interested parties are required to attend. The purpose of this conference is to allow potential offerors an opportunity to present questions to staff and obtain clarification of the requirements of the proposal document. Because Oconee County considers such a conference to be critical to understanding the proposal requirements, attendance at the pre-conference meeting is mandatory to qualify as an offeror. Minutes of the conference will be published as an addendum and posted on the Oconee County Website.

Questions regarding this RFP should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at kbarnett@oconee.ga.us and shall be received no later than **10:00 AM on Friday, August 7, 2015**.

OCBOC reserves the right to reject any and all proposals and to waive any irregularities and informalities in procedure.

Oconee County Board of Commissioners
G. Melvin Davis

REQUEST FOR PROPOSAL
Architectural/Planning Services
Oconee County Administrative Services Facility

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Architectural/Planning Services Oconee County Administrative Services Facility

1.0 PURPOSE

The intent of this Request for Proposal is to select a qualified Architecture and Engineering firm with extensive experience in the design of office facilities to provide architectural and engineering services for planning, conceptual design alternatives, cost estimating, alternative site investigation and related professional planning services for a new administrative services facility to serve the current and future needs of the citizens, staff and elected officials of Oconee County, Georgia. The work includes identifying and evaluating potential building sites, preparing conceptual building alternatives and preliminary cost estimates and other related services described in this Request for Proposals, (RFP), any addendums hereto, and as may be further described in the mandatory pre-submittal meeting with Oconee County Officials.

2.0 BACKGROUND INFORMATION

The Oconee County Board of Commissioners (OCBOC) has determined that the existing Courthouse will be dedicated to court related services only and that non-court related offices and staff will be relocated from the existing courthouse and other facilities to a new facility to be constructed at an as yet undetermined location. The new building is referred to herein as the Oconee County Administrative Services Facility. The existing Courthouse will be remodeled at some time in the future to better facilitate the space requirements and security needs of court services. However, said remodeling of the Courthouse is NOT part of the scope of work for this RFP. It will be addressed as a separate project in the future.

3.0 SCOPE OF SERVICES

All proposals must be made on the basis of and either meet or exceed the requirements contained in the scope of services. All offerors must be able to provide professional architectural, civil and other specialty engineering services in order to provide conceptual building design and site investigation alternatives with respective associated costs for an office facility to be developed in Oconee County, Georgia. *Oconee County anticipates awarding the contract in late August or early September of 2015. The successful firm will be expected to complete the work in approximately four to six weeks from award, (Early to Mid-October 2015).* Specialists may include architecture, civil, structural, mechanical, instrumentation, plumbing and electrical engineers, electronic security, audio-visual, systems furniture, estimating services, interior design, traffic, landscape, and acoustical consultants, and others as needed to fulfill the requirements of the project. The detailed scope of services is included in Attachments I and II.

4.0 EVALUATION OF PROPOSALS & SUBMISSION CONTENTS

4.1 Proposal Analysis Group

The Proposal Analysis Group will be made up of the following members; however, proposals submitted may be reviewed and evaluated by any person at Owner's discretion, including non-allied and independent consultants retained by Owner now or in the future:

Representative from the Oconee County Strategic Long Range Planning Department;

Representative from the Oconee County Finance Department;
Representative from the Oconee County Planning & Code Enforcement Department;
Representative from the Oconee County Operations & Facilities Department;
Representative from the Oconee County Information Technology Department;
Representative from the Public Works Department;
and, Purchasing Officer

4.2 Tentative Schedule (Dates may change without notice)

Pre-proposal Meeting	July 31, 2015; 10:00 AM
Proposal Due	August 14, 2015; 10:00 AM
Interviews	August 18-19, 2015
BOC Award	Late August-Early September 2015
Notice to Proceed	Day after Award
Work Complete	Early to Mid-October 2015 (4-6 weeks)

The OCBOC may choose to award this RFP at the Agenda Setting meeting on August 25, 2015, which will shift the work completion date up by one week.

4.3 Evaluation Process & Submission Content

1. The County's Proposal Analysis Group will read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include proposal statements on the following:

- a. **Proven management skills and technical competence including specialized experience in the design of administrative facilities. Demonstrated performance in providing prior conceptual building design and site investigation alternatives and cost estimates. (20 points)**

Management Skills and Technical Expertise include as a minimum:

- 1) List of office facility design projects including description, scope, project cost, and owner's contact information.
- 2) Describe any projects which have been designed with a compressed schedule. Comment on lessons learned and how this can be successfully accomplished.
- 3) Information on delivery of projects on time. Provide design time (contract/actual); cost of construction (estimated/actual); problems encountered and solutions devised. List any on-going projects and expected completion dates.
- 4) Awards and letters of commendation received.
- 5) List of references.

- b. **Credentials of project team, including: lead designer's and major sub-consultant's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to prior work of this nature. (20 points)**

Include as a minimum:

- 1) Identification of project manager and project team; include appropriate state registrations.
- 2) Staffing plan
- 3) Project manager's portfolio of related projects

- 4) Project manager's resume
- 5) Resumes of key project staff members
- 6) Identification of sub-consultants
- 7) Sub-consultant's portfolio of related projects
- 8) List of previous projects with sub-consultants
- 9) Resumes of sub-consultant's staff

c. Understanding of task and requirements as depicted in the proposal. (25 points)

Include as a minimum:

- 1) Task description-provide alternative conceptual building designs and site investigation options.
- 2) Major elements of project
- 3) Provide a description of your firm's design process for projects of this type.
- 4) Schedule: Consultant may be required to work on a compressed schedule of 4 to 6 weeks from the notice to proceed.
- 5) Discussion of salient events
- 6) Additional tasks or requirements not reflected in the "scope of services" that the offeror deems essential for successful completion of the project. If the "scope of services" appears sufficient, so note in your response.

d. Financial Stability & Credit History (5 points)

Describe the size and capabilities of your firm and how long you have been in business.

e. Overall quality and completeness of proposal and interview, if short-listed. (5 points)

Proposal will be reviewed for:

- 1) Completeness
- 2) Attention to detail
- 3) Clarity
- 4) Organization
- 5) Appearance

f. Cost of Services (25 points)

Once the Proposal Analysis Group has read and rated each proposal. A composite preliminary ranking will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the Proposal Analysis Group may choose to conduct interviews and have discussions with only the top ranked firms. Once the pricing forms have been reviewed and any interviews and discussions are completed, the Proposal Analysis Group will finalize the rankings, including consideration of the cost of services. Final negotiations for a binding estimate of cost will begin with the top-ranked firm. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top-ranked firm and negotiations conducted with the next-ranked firm, and so on. The County staff will conduct all

subsequent negotiations and will make a recommendation to the OCBOC for the resulting contract award.

2. In submitting a proposal, the Respondent understands that OCBOC will determine at its discretion, or in their best interest which proposal, if any, is accepted. The Respondent waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Respondent.
3. The award shall be made to the most qualified respondent, provided that the cost is reasonable and acceptable to Oconee County. The County reserves the right to make an award as deemed in its best interest.

5.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Officer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Officer not later than five (5) working days prior to the date set for proposals to close.

6.0 DISCREPANCIES

Should an offeror find discrepancies in the documents or be in doubt as to the meaning or intent of any part thereof, the offeror shall request clarification from the County in writing, not later than five (5) working days prior to the proposal opening. Any changes to the RFP that result from such a clarification request, will be communicated through a written addendum and posted on the Finance Department "Bid Opportunities" page at www.oconeecounty.com. Failure to request such a clarification is a waiver of any claim by the offeror for additional expenses because its interpretation was different than the County.

7.0 INSTRUCTIONS TO OFFERORS

7.1 Vendor Registration And Bid Notification System

Applicants are encouraged to sign up for our new registration system which is powered by Vendor Registry. The system allows you to quickly register and update details such as what products and services you provide as well as your contact information. This will enable us and Vendor Registry to notify you of important bid opportunities in the future. Proposals are not rejected for a failure to register.

To Register or check if you are registered:

- Please visit our website at www.oconeecounty.com
- Hover over "Departments"
- Select Finance Office
- On left side of the webpage click on Vendor Re-Registration
- Complete your registration by following the instructions provided

If you need assistance, please call 865-777-4337.

7.2 Subcontractors

All applicants shall include a list of all subcontractors with their proposal. The County reserves the right to reject the successful respondent's selection of subcontractors for good cause. If a subcontractor is rejected, the contractor may replace that subcontractor with another subcontractor 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.

7.3 Open Records

All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Oconee County Board of Commissioners. All such materials shall remain the property of Oconee County and will not be returned to the respondent.

If the Contractor has notified the Purchasing Office that the Contractor's submittal contains trade secrets and commercial or financial information, which is privileged and confidential, those portions of the submittal shall be protected and shall not be released outside of the Government. The title page and each page containing proprietary information must be marked.

7.4 Examination Of Proposal Documents

1. Before submitting a Proposal, each offeror shall:
 - a) Examine the Proposal Document Package thoroughly.
 - b) Become familiar with local conditions affecting cost of Work progress or performance.
 - c) Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or Work progress or performance.
 - d) Study and carefully correlate Applicant's observations with the Proposal Document Package.
 - e) Notify the County concerning conflicts, errors, or discrepancies in Proposal Document Package.
2. Proposal submission will constitute **Incontrovertible** representation that offeror understands and has complied with requirements contained in this Article, and the offeror has read and understood the Proposal Document Package and hereby stipulates that the documents are sufficient on scope and detail to indicate and convey understanding for terms and conditions in order to perform work.

7.5 Copies Of Proposal Documents

1. Complete sets of RFP Documents, shall be used in preparing submittals. The County assumes no responsibility for errors or misrepresentations resulting from using incomplete sets of Proposal Documents
2. The County, in making RFP Documents available on the above terms, does so only to obtain Proposals on Work and does not confer license or grant for any other use.
3. Any part of the RFP Documents may be modified by Addenda.

7.6 Addenda And Interpretations

1. All questions shall be directed to Ms. Karen Barnett, CPPB, Purchasing Officer of the Oconee County Finance Department by email at kbarnett@oconee.ga.us no later than **10:00 a. m. on Friday, August 7, 2015**. Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Oconee County staff regarding the RFP may result in the disqualification of the offeror. Replies will be issued by Addendum emailed to parties and posted to the County's website at <http://www.oconeecounty.com> . Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
2. Addenda may be issued to modify Proposal Document Package as deemed necessary by Oconee County. **It is the responsibility of all offerors to ensure that they have received all addenda.**

7.7 Submission of Proposals

Please submit one (1) unbound original, one (1) copy and one (1) electronic file of your firm's Cost and Technical Proposal. Proposals shall be submitted in a sealed envelope marked on the outside with the project name, offeror's name, date and time of opening on face. If Proposal is sent through mail, or other delivery system, sealed envelope shall be enclosed in separate envelope with same notations as above on face.

Proposals will be received until **10:00 a.m. local time on Friday, August 14, 2015** to the attention of Karen Barnett, CPPB, Purchasing Officer in the Oconee County Courthouse Purchasing Office, Finance Department at 23 North Main Street, Watkinsville, Georgia 30677.

Submittals or modifications received after the due date and time will not be considered. Oconee County Government assumes no responsibility for the premature opening of submittals not properly addressed and identified, and/or delivered to the proper destination. Late proposals properly addressed to the Oconee County Board of Commissioners shall be returned to the respondent unopened.

Directions to Oconee County Courthouse for I-85:Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive 39 miles. Turn right onto Oconee Connector. Drive 5 miles. (Oconee Connector becomes Mars Hill Road, then Experiment Station Road). Turn right on North Main Street. Drive 0.1 miles. Oconee County Courthouse is on the right side of the street. Public parking is in the back of the Courthouse.

Directions to Oconee County Government Annex from I-85:Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive 39 miles. Turn right onto Oconee Connector. Drive 5 miles. (Oconee Connector becomes Mars Hill Road, then Experiment Station Road). Turn right on North Main Street. Drive 0.8 miles (north Main Street becomes Georgia Highway 15). Oconee County Government Annex is on the left side of the road. Public parking is in front of the Annex.

1. Each Proposal shall contain the following documents in completed form (County forms must be used without substitution):

a) Bidders List Application, to Include:

- W-9
- Vendor Application
- Contractors & Sub-Contractors Affidavit (E-Verify)

Note: All contractors, subcontractors, and sub-subcontractors doing business with the government must provide affidavits.

b) Cost Schedule

c) Respondent's Affidavit

d) Non-Collusion Affidavit:

By submitting a response to this RFP, the applicant represents and warrants that such proposal 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, 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, 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 proposal or in the contract that may be made under it, or in any expected profits to arise there from.

e) Corporate authority to execute proposal (required for any corporate officer other than president or vice-president).

f) Drug-Free Workplace Certificate

g) Certificate of Insurance:

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.

h) List of Subcontractors

i) Addenda Acknowledgement Form

2. Applicants should submit one (1) unbound original and four (4) copies of technical and cost proposal, as well as all applicable documents listed in item 3, "a" through "k". If any of the forms do not apply to you, please mark "N/A" on the form and return with your technical proposal.

7.8 Insurance and Bond Requirements

The Contractor is responsible for all personal/liability insurance and worker's compensation coverage for himself and all employees as described in Attachment 2

of this RFP. **Bid Bond and Payment and Performance Bonds are not required, however, Professional Insurance is an added requirement.**

7.9 Modification and Withdrawal of Proposals

1. **Withdrawal prior to Time for Receiving Proposals** – Proposals may be modified or withdrawn by appropriate document duly executed (in manner Proposal must be executed) and delivered to place where Proposals are to be submitted at any time prior to deadline for submitting Proposals. Proposal Withdrawal will not prejudice Applicant's rights to submit new Proposal prior to Proposal date and Time.
2. **Withdrawal after Time for Receiving Proposals** – After period for receiving Proposals has expired, no Proposal may be written, modified, or explained except as provided for in item 10 below.

7.10 Opening Of Proposals

Proposals will be publicly opened and names of submitting firms will be read at **10:00 a.m. on Friday, August 14, 2015** at the Oconee County Courthouse, Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, Georgia 30677.

7.11 Proposals To Remain Open

Proposal shall remain open for acceptance by the County for sixty (60) calendar days after Proposal opening. The County may, at its sole discretion, release any Proposal prior to that date.

7.12 Award of Price Agreement/Contract

1. To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject any and all Proposals, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional Proposals. Proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate Proposals, incomplete or unbalanced unit prices, or other irregularities.

In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of proposals. Negligence on the part of the contractor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after verification is made by the Applicant. However, under no circumstances can unit prices be changed.

2. Contract will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject Proposals or award

Proposal based upon anything other than the County's sole discretion as described herein.

3. The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
4. The County may conduct investigations deemed necessary to assist in evaluating Proposals and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Proposal from any Applicant not passing evaluation.
5. The County will award the contract at the County's Discretion.

7.13 REQUIRED DOCUMENTS AFTER AWARD

1. Occupational Tax License:

Applicant 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.

2. Certificate of Insurance:

Contractor shall have insurance provider email a Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate needs to include an "additional insured" language for the County.

3. Performance and Payment Bonds, if required per RFP documents:

No bonds are required for this RFP.

8.0 AGREEMENT TERMS AND CONDITIONS

Architects, Engineers and Planning Consulting Firms interested in obtaining a contract with Oconee County to provide planning, conceptual design alternatives, cost estimating, alternative site investigation, and related professional planning services for a new administrative services facility in Oconee County, Georgia shall prepare a written proposal to include, but not be limited to, the following terms and conditions.

8.1 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. Any change to the Agreement must be approved in writing by the Finance Director and the Contractor.

8.2 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.

8.3 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.

8.4 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 as a consequence 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.

8.5 Local Business Initiative

Any purchase or contract of under \$100,000 bid or otherwise placed by Oconee County, herein "County", may be awarded to a Local Business, as defined according to Oconee County Policy, in case of equivalent bids. In cases in which a bid by a Local Business is within 7% of the lowest overall bid supplied by a non-local business, the County is authorized to negotiate with Local Business with the lowest bid among the Local Business to allow such Local business to match the lowest bid supplied by a non-local business. In the event a Local Business matches the lowest bid, including all other terms, quality and conditions of the bid, then the Local Business may be awarded the contract. In the event the bids of more than one Local Business are within 7% of the lowest overall bid of a non-local business, the Local Business with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this Local Business declines to do so, then the Local Business with the next lowest bid within 7% will be given the opportunity to match the lowest bid and this process will continue until a contract is reached with a Local business or there is no other Local Business within 7% of the lowest overall bid.

8.6 Georgia Security and Immigration Compliance Act

Contractors submitting a proposal in response to this RFP must provide the following information in the submittal to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

1. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.

2. By completing the affidavit that is provided with this solicitation, the contractor is attesting to the following:
 - a) The affiant has registered with and is authorized to use the federal work authorization program;
 - b) The user identification number and date of authorization for the affiant;
 - c) The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d) Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e) Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
3. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

8.7 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.

8.8 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.

8.9 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.

Invoices shall be submitted to:

Oconee County Board Of Commissioners
Attn: Finance Department
P. O. Box 1527
Watkinsville, GA 30677

All such invoices will be paid within thirty (30) days by the County 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.

8.10 Assignment of Contract

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

8.11 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.

1. 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.

2. 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.

3. 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.

8.12 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.

8.13 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.

8.14 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.

8.15 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) 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 206
Post Office Box 1527
Watkinsville, Georgia 30677

8.16 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.

8.17 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.

8.18 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 respondents 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 proposals 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.

By submitting their proposals, all respondents certify to Oconee County that they will conform to the provisions of the Federal Civil Rights Act of 1964. In every contract of over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of (a.) above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

8.19 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.

8.20 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.

8.21 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 workmen and public including traffic control and warning signs

8.22 Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work, free from liens, claims, or encumbrances.

8.23 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 Respondent and the County which

shall bind the Respondent 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 contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

1. 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.
2. "no parole evidence"- prohibits oral modifications to the contract or allowance for past practices by the County.
3. 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.

9.0 Attachments

- I. Scope of Services**
- II. Work Product**
- III. Oconee County Insurance Requirements**
- IV. Proposal Document Forms and Instructions**

**REQUEST FOR PROPOSALS, ARCHITECTURAL/PLANNING SERVICES
OCONEE COUNTY ADMINISTRATIVE SERVICES FACILITY**

The Oconee County Board of Commissioners (BOC) is accepting proposals from qualified architectural/engineering/planning consulting firms for planning, conceptual design alternatives, cost estimating, alternative site investigation, and related professional planning services for a new administrative services facility to serve the current and future needs of the citizens, staff and elected officials of Oconee County, Georgia.

Background: The BOC has determined that the existing Courthouse will be dedicated to court related services only and that non-court related offices and staff will be relocated from the existing courthouse and other facilities to a new facility to be constructed at an as yet undetermined location. The new building is referred to herein as the Oconee County Administrative Services Facility. The existing Courthouse will be remodeled at some time in the future to better serve the future space requirements and security needs of court services. However, said remodeling of the Courthouse is NOT part of the scope of work for this RFP. It will be addressed as a separate project in the future.

Building: The BOC and staff have developed a preliminary estimate of the total square foot requirements for the current and future needs for some of the various County departments which will occupy the Administrative Services Facility.

Based on these space requirements, the consultant shall develop alternative conceptual building types and cost estimates for consideration by the BOC. The alternatives shall include various choices with regard to aesthetics and potential types of building construction. The BOC wishes to consider alternatives costing less than "Typical Class A Office Space." The alternatives shall include options for completing the interior finish in two phases. The first phase will include space for all administrative offices currently located in the Courthouse and The Dolvin Building. The second phase shall include county facilities currently located at the Government Annex building. The BOC would like to consider three alternative types of building construction and quality.

Site Review: The BOC has given consideration to several potential sites in or near the Watkinsville city limits but has not formed a consensus of opinion favoring any particular site. Therefore, the BOC is tasking the consultant with investigating potential sites for the Administrative facility. Criteria shall include size, access to adequate vehicle ingress-egress for staff, the public and service traffic, proximity to the Courthouse and the Watkinsville Central Business District, utility services including ability to connect to the Courthouse with fiber optic, parking, and other relevant criteria. The consultant shall investigate potential sites without regard to previous sites considered by the BOC, nor whether said alternatives are currently listed for sale.

The County staff will conduct a mandatory pre-submittal conference for the purpose of answering questions related to this RFP. In order to be considered for this work, applicants must attend said pre-submittal conference.

Attachment II

**WORK PRODUCT
(TO BE PRODUCED BY SUCCESSFUL PROPOSER)**

List of potential sites evaluated based on

- Size (acres)
- Location/proximity to other County facilities & Downtown
- Access for parking, deliveries, EMS, etc.
- Access to all utilities including fiber optic connection to Courthouse
- Other

Building type alternatives concepts

- Layout concept (cubicle vs. corridor/office)

Cost estimates

- Building
- Parking/loading
- Utilities
- Landscaping

OCONEE COUNTY STANDARD INSURANCE REQUIREMENTS

Standard Insurance Limits for Goods and Ancillary Services

1. **Statutory Workers' Compensation Insurance: Statutory Limits-Required in all contracts!**
 2. **Employers Liability:**
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee
 3. **Commercial General Liability Insurance:**
 - Each Occurrence Limit - \$1,000,000
 - Personal & Advertising Injury Limit - \$1,000,000
 - General Aggregate Limit - \$2,000,000
 - Products/Completed Ops. Aggregate Limit - \$2,000,000
 4. **Auto Liability Insurance**
 - Combined Single Limit - \$1,000,000
 5. **Professional Liability Insurance** - \$1,000,000 limit of liability
 6. **Umbrella Liability Insurance** - \$1,000,000 limit of liability
- To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.
- (a) The following additional coverage must apply
 - * Additional Insured Endorsement
 - * Concurrency of Effective Dates with Primary
 - * Blanket Contractual Liability
 - * Drop Down Feature
 - * Care, Custody, and Control - Follow Form Primary
 - * Aggregates: Apply Where Applicable in Primary
 - * Umbrella Policy must be as broad as the primary policy
 7. Oconee County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability, Professional Liability and Umbrella Liability policies.
 8. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
 9. Certificate Holder should read:

Oconee County Board of Commissioners
23 N. Main Street
Watkinsville, GA 30677
 10. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-4 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-4 or better.

Attachment III

11. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
12. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
13. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
14. All insurance coverage required of the Contractor will be primary over any insurance program carried by the County.
15. Contractor shall incorporate a copy of these insurance requirements, as herein provided, in each and every subcontract, with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
16. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County. **The Accord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
17. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
18. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
19. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
20. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
21. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
22. The Contractor shall at a minimum, apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

Proposal Document Forms and Instructions		
FORMS		
Proposal Forms	County Supplied	Respondent Supplied
Respondent's Checklist	X	
Statement of Qualifications		X
Proposal-Technical & Cost		X
Respondent's References Form*	X	
Execution of Proposal	X	
Addenda Acknowledgement Form	X	
Respondent's Certification and Non-Collusion Affidavit	X	
Drug-Free Workplace Affidavit	X	
Bidders List Application:		
Completed W-9*	X	
Vendor Application	X	
Contractors Affidavit (E-Verify)	X	
Sub-Contractors Affidavit (E-Verify)	X	
List of Sub-Contractors	X	
Other Documents:		
Current File Copy of Certificate of Insurance		X
Copies of any Licenses/Certifications		X

The forms under "county supplied" are included in the RFP package and are required documents to be completed and returned with your proposal. The forms with an "*" means you may submit your own forms, if you prefer, but a county form is available. The forms under "respondent supplied" are not included in the RFP package and shall be supplied by the respondent.



RFP#FY1607-01
Architectural/Planning Services Oconee County
Administrative Services Facility

RESPONDENTS CHECKLIST

Company Name: _____

Please indicate you have completed the following documentation and submit them in the following order.

ITEM DESCRIPTION

- Respondent's Checklist
- Respondent's Statement of Qualifications
- Respondent's Cost Sheet/Proposal
- Respondent's Reference Form
- Execution of Proposal
- Addenda Acknowledgement Form
- Respondent's Affidavit and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Bidder's List Application
- Completed W9
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Subcontractor Affidavit (if applicable)
- Sub-Contractor's List
- Proof of Insurance/Certificate of Insurance
- Copy of Any Licenses/Certifications Requested within RFP

Authorized Signature

Title

Print Name

Date

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



RFP#FY1607-01
Architectural/Planning Services
Oconee County Administrative Services Facility

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid. **You may provide your own forms instead of this one for references.**

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____



RFP#FY1607-01
Architectural/Planning Services
Oconee County Administrative Services Facility

EXECUTION OF PROPOSAL

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal** and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the time frame required.

Business Name

Authorized Signature Date

Typed Name & Title

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



RFP#FY1607-01
Architectural/Planning Services Oconee County
Administrative Services Facility

ADDENDUM ACKNOWLEDGEMENT FORM

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

The Respondent has examined and carefully studied the Request for 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/Title
(Print or Type)

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.



RFP#FY1607-01
Architectural/Planning Services
Oconee County Administrative Services Facility

RESPONDENTS AFFIDAVIT

RFP OPENING DATE/TIME: **August 14, 2015; 10:00 a.m.**

PROJECT NAME: **REQUEST FOR PROPOSAL NUMBER (RFP) FY1607-01**

STATE OF GEORGIA

OCONEE COUNTY BOARD OF COMMISSIONERS

(Name Printed)

being duly sworn, deposes and says that he/she resides at:

(Address)

and that he/she is the:

(Title)

(Firm Name & Address)

who signed the above Response Form, that he was duly authorized to sign and that the Response is the true offer of the Respondent, that the seal attached is the seal of the Respondent and that all the declarations and statements contained in the Response are true to the best of his knowledge and belief.

(Affiant Signature)

Subscribed and Sworn to before me this _____ Day of _____ 20__

(Notary Public)

My Commission expires _____, 20__

(Seal)



RFP#FY1607-01
Architectural/Planning Services
Oconee County Administrative Services Facility

NON-COLLUSION AFFIDAVIT

RFP OPENING DATE: August 14, 2015

PROJECT NAME: RFP#FY1607-01
STATE OF GEORGIA

OCONEE COUNTY BOARD OF COMMISSIONERS

being first duly sworn, deposes and says that he is

(sole owner, partner, president, secretary, etc.)

the party making the forgoing Proposal or Bid; that such RFP is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any Respondent or person, to put in a sham Response, or that such other person shall refrain from Responding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Response Price of affiant or any other Respondent, or to fix any overhead, profit or cost element of said Response Price, or of that of any other Respondent, or to secure any advantage against Oconee County, or any other person interested in the proposed Agreement; and all statements in said Proposal or Bid are true; and further, that such Respondent has not, directly or indirectly submitted this Response, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Subscribed and Sworn to before me this _____ Day of _____ 20__

(Notary Public in and for)

(County)

My Commission expires _____, 20__

(SEAL)

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.



RFP#FY1607-01
Architectural/Planning Services Oconee County
Administrative Services Facility

DRUG FREE WORKPLACE CERTIFICATE

By signature on this certificate, the contractor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" has been complied with in full. The contractor further certifies that:

1. A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractors name), (subcontractor's name) 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 O.C.G.A. Section 50-24- 3(b) (7)."

By signature on this certificate, the contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Contractor: _____

By: _____

Name (Printed): _____

Title: _____

Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID.

**OCONEE COUNTY BOARD OF COMMISSIONERS
BIDDER'S LIST APPLICATION
PURCHASING OFFICE**

FOR GOVERNMENT USE ONLY
APPLICATION# _____
VENDOR# _____

1. Occupational Tax License # _____ (Include Photocopy of Occupational Tax License)

2. Application Type: _____ New _____ Revised Date: _____

3. Company Tax ID Number: _____

4. Firm Organization: _____ Sole Proprietor _____ Corporation _____ Non-Profit: _____ Partnership _____ Limited Liability

5. Applicant Bid Request & Purchase Order Address.

Include the address that Oconee County should use to send bid requests and purchase order information.

Company Name: _____
Main Address: _____
City, State & Zip _____
Telephone Number: _____ Cell Phone: _____
Fax Number: _____ E-mail address: _____
Contact Person: _____ Title: _____

6. Applicant Remittance Address

Include the address that Oconee County should use to make payment for goods and services received from your company (If different than above)

Company Name: _____
Remittance: _____
City, State & Zip _____
Telephone Number: _____ Cell Phone: _____
Fax Number: _____ E-mail address: _____
Contact Person: _____ Title: _____

7. Commodity Codes -- Choose applicable codes(s) attached that relate to your business (this is how your company will be cross-referenced in our database). For a complete list of codes, please visit the Georgia Procurement Registry website: [NIGP Code List](#)

Commodity Code _____ Commodity Description _____
Commodity Code _____ Commodity Description _____
Commodity Code _____ Commodity Description _____

8. Can County place orders on the Website? _____ Can County pay with Credit Card? _____

Website Address: _____ Website Email (if different from above) _____

9. Principal line of Business: Please attach your company's line and/or detailed description of services.

10. Other municipalities to whom your company submits bids? _____

11. Authorized Signature: _____

Printed Name: _____ Date/Time: _____

Mail application to:
Oconee County Finance Department
P.O. Box 1527
Watkinsville, GA 30677

Contact Information:
Karen T. Barnett, CPPB
706-769-2944
E-Mail application to: kbarnett@oconee.ga.us

Physical Address:
Oconee County BOC
23 N. Main St.
Watkinsville, GA 30677

Mandatory Document

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

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.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is 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.

Social security number									
				-					

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

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. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

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 Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 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 possession of the United States, 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 possession of the United States
- 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

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 page 2), 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 Social Security Administration office or get this form online at 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 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 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 the "Name" line 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
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 Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 1.

*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, social security number (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 1-800-908-4496 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

COMMODITY CLASS LIST

Choose applicable code(s) attached that relate to your business (this is how your company will be cross-referenced in our database). For a complete list of codes, please visit the Georgia DOAS website: http://ssl.doas.state.ga.us/PRSapp/PR_public_routing.jsp?route_code=nigp_list.

- 005 ABRASIVES
- 010 ACOUSTICAL TILE, INSULATING MATERIALS, AND SUPPLIES
- 015 ADDRESSING, COPYING, MIMEOGRAPH, AND SPIRIT DUPLICATING MACHINE SUPPLIES:
CHEMICALS, INKS, PAPER, ETC.
- 019 AGRICULTURAL CROPS AND GRAINS INCLUDING FRUITS, MELONS, NUTS, AND VEGETABLES
- 020 AGRICULTURAL EQUIPMENT, IMPLEMENTS, AND ACCESSORIES (SEE CLASS 22 FOR PARTS)
- 022 AGRICULTURAL IMPLEMENT AND ACCESSORY PARTS
- 025 AIR COMPRESSORS AND ACCESSORIES
- 031 AIR CONDITIONING, HEATING, AND VENTILATING: EQUIPMENT, PARTS AND ACCESSORIES (SEE RELATED ITEMS IN CLASS 740)
- 035 AIRCRAFT AND AIRPORT, EQUIPMENT, PARTS, AND SUPPLIES
- 037 AMUSEMENT, DECORATIONS, ENTERTAINMENT, TOYS, ETC.
- 040 ANIMALS, BIRDS, MARINE LIFE, POULTRY, INCLUDING ACCESSORY ITEMS (LIVE)
- 045 APPLIANCES AND EQUIPMENT, HOUSEHOLD TYPE
- 050 ART EQUIPMENT AND SUPPLIES
- 052 ART OBJECTS
- 055 AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRUCKS, ETC.
- 060 AUTOMOTIVE MAINTENANCE ITEMS AND REPAIR/REPLACEMENT PARTS
- 065 AUTOMOTIVE BODIES, ACCESSORIES, AND PARTS
- 070 AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQUIPMENT
- 075 AUTOMOTIVE SHOP EQUIPMENT AND SUPPLIES
- 080 BADGES, EMBLEMS, NAMETAGS AND PLATES, JEWELRY, ETC.
- 085 BAGS, BAGGING, TIES, AND EROSION CONTROL EQUIPMENT
- 090 BAKERY EQUIPMENT, COMMERCIAL
- 095 BARBER AND BEAUTY SHOP EQUIPMENT AND SUPPLIES
- 100 BARRELS, DRUMS, KEGS, AND CONTAINERS
- 105 BEARING (EXCEPT WHEEL BEARINGS AND SEALS - SEE CLASS 060)
- 110 BELTS AND BELTING: CONVEYOR, ELEVATOR, POWER TRANSMISSION,
AND V-BELTS
- 115 BIOCHEMICALS, RESEARCH
- 120 BOATS, MOTORS, AND MARINE AND WILDLIFE SUPPLIES
- 125 BOOKBINDING SUPPLIES
- 135 BRICKS AND OTHER CLAY PRODUCTS, REFRACTORY MATERIALS, AND STONE PRODUCTS
- 140 BROOM, BRUSH, AND MOP MANUFACTURING MACHINERY AND SUPPLIES
- 145 BURSHES (NOT OTHER WISE CLASSIFIED)
- 150 BUILDER'S SUPPLIES
- 155 BUILDING AND STRUCTURES: FABRICATED AND PREFABRICATED
- 160 BUTCHER SHOP AND MEAT PROCESSING EQUIPMENT
- 165 CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL
- 175 CHEMICAL LABORATORY EQUIPMENT AND SUPPLIES
- 180 CHEMICAL RAW MATERIALS (IN LARGE QUANTITIES PRIMARILY FOR MANUFACTURING
JANITORIAL AND LAUNDRY PRODUCTS)
- 190 CHEMICALS AND SOLVENTS, COMMERCIAL (IN BULK)
- 192 CLEANING COMPOSITIONS, DETERGENTS, SOLVENTS, AND STRIPPERS - PREPACKAGED
- 193 CLINICAL LABORATORY REAGENTS AND TESTS (BLOOD GROUPING, DIAGNOSTIC, DRUG
MONITORING, ETC.)
- 195 CLOCKS, TIMERS, WATCHES, AND JEWELERS' AND WATCHMAKERS' TOOLS AND EQUIPMENT
- 200 CLOTHING, ATHLETIC, CASUAL, DRESS, UNIFORM, WEATHER RELATED, WORK

201 CLOTHING ACCESSORIES (SEE CLASS 800 FOR SHOES AND BOOTS)
 204 COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS
 206 COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAINFRAME COMPUTERS
 207 COMPUTER ACCESSORIES AND SUPPLIES
 208 COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED)
 209 COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGRAMMED)
 210 CONCRETE AND METAL CULVERTS, PILINGS, SEPTIC TANKS, ACCESSORIES AND SUPPLIES
 220 CONTROLLING, INDICATING, MEASURING, MONITORING, AND RECORDING EQUIPMENT AND SUPPLIES
 225 COOLERS, DRINKING WATER (WATER FOUNTAINS)
 232 CRAFTS, GENERAL
 233 CRAFTS, SPECIALIZED
 240 CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS, UTENSILS, AND SUPPLIES
 245 DAIRY EQUIPMENT AND SUPPLIES
 250 DATA PROCESSING CARDS AND PAPER
 255 DECALS AND STAMPS
 260 DENTAL EQUIPMENT AND SUPPLIES
 265 DRAPERIES, CURTAINS, AND UPHOLSTERY MATERIAL (INCLUDING AUTOMOBILE)
 269 DRUGS AND PHARMACEUTICALS
 271 DRUGS, PHARMACEUTICALS, AND SETS (FOR LARGE-VOLUME PARENTERAL ADMINISTRATION, INFUSION, IRRIGATION, AND TUBE FEEDING)
 280 ELECTRICAL CABLES AND WIRES (NOT ELECTRONIC)
 285 ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)
 287 ELECTRONIC COMPONENTS, REPLACEMENT PARTS, AND ACCESSORIES; AND MISCELLANEOUS ELECTRONIC EQUIPMENT (NOT FOR TESTING OR ANALYZING-SEE 730)
 290 ENERGY COLLECTING EQUIPMENT AND ACCESSORIES: SOLAR AND WIND
 295 ELEVATORS AND ESCALATORS, BUILDING TYPE
 305 ENGINEERING EQUIPMENT, SURVEYING EQUIPMENT, DRAWING INSTRUMENTS, AND SUPPLIES
 310 ENVELOPES, PLAIN OR PRINTED
 315 EPOXY BASED FORMULATIONS FOR ADHESIVES, COATING, AND RELATED AGENTS
 318 FARE COLLECTION EQUIPMENT AND SUPPLIES
 320 FASTENING, PACKAGING, STRAPPING, TYPING EQUIPMENT AND SUPPLIES
 325 FEED, BEDDING, VITAMINS AND SUPPLEMENTS FOR ANIMALS (SEE CLASS 875 FOR DRUGS AND PHARMACEUTICALS FOR ANIMALS)
 330 FENCING
 335 FERTILIZERS AND SOIL CONDITIONERS
 340 FIRE PROTECTION EQUIPMENT AND SUPPLIES
 345 FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES (EXCEPT NUCLEAR AND WELDING)
 350 FLAGS, FLAG POLES, BANNERS, AND ACCESSORIES
 360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUIPMENT, AND SUPPLIES
 365 FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES
 370 FOOD PROCESSING AND CANNING EQUIPMENT AND SUPPLIES
 375 FOODS: BAKERY PRODUCTS (FRESH)
 380 FOODS: DAIRY PRODUCTS (FRESH)
 385 FOODS: FROZEN
 390 FOODS: PERISHABLE
 393 FOODS: STAPLE GROCERY AND GROCER'S MISCELLANEOUS ITEMS
 395 FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABELS, SNAP-OUT FORMS, AND FOLDERS FOR FORMS
 400 FOUNDRY CASTINGS, EQUIPMENT, AND SUPPLIES
 405 FUEL, OIL, GREASE AND LUBRICANTS
 410 FURNITURE: HEALTHCARE AND HOSPITAL FACILITY
 415 FURNITURE: LABORATORY
 420 FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL

425 FURNITURE: OFFICE
430 GASES, CONTAINERS, EQUIPMENT: LABORATORY, MEDICAL AND WELDING
435 GERMICIDES, CLEANERS AND RELATED SANITATION PRODUCTS FOR HEALTHCARE
PERSONNEL
440 GLASS AND GLAZING SUPPLIES
445 HAND TOOLS (POWERED AND NON-POWERED), ACCESSORIES AND SUPPLIES
450 HARDWARE AND RELATED ITEMS
460 HOSE, ACCESSORIES AND SUPPLIES: INDUSTRIAL, COMMERCIAL AND GARDEN
465 HOSPITAL AND SURGICAL EQUIPMENT, INSTRUMENTS, AND SUPPLIES
470 HOSPITAL HANDICAP AND RELATED SPECIALIZED EQUIPMENT AND SUPPLIES: MOBILITY,
SPEECH IMPAIRED AND RESTRAINT ITEMS
475 HOSPITAL, SURGICAL AND RELATED MEDICAL ACCESSORIES AND SUNDRY ITEMS
485 JANITORIAL SUPPLIES
490 LABORATORY EQUIPMENT AND ACCESSORIES (FOR GENERAL ANALYTICAL AND RESEARCH
USE) NUCLEAR, OPTICAL AND PHYSICAL
493 LABORATORY EQUIPMENT AND ACCESSORIES: BIOCHEMISTRY, CHEMISTRY, ENVIRONMENTAL
SCIENCE, ETC.
495 LABORATORY AND FIELD EQUIPMENT AND SUPPLIES: BIOLOGY, BOTANY, GEOLOGY,
MICROBIOLOGY, ZOOLOGY, ETC.
500 LAUNDRY AND DRY CLEANING EQUIPMENT, ACCESSORIES, PARTS AND SUPPLIES -
COMMERCIAL
505 LAUNDRY AND DRY CLEANING COMPOUNDS AND SUPPLIES
510 LAUNDRY TEXTILES AND SUPPLIES
515 LAWN MAINTENANCE EQUIPMENT, ACCESSORIES, AND PARTS (NON-AGRICULTURAL
APPLICATIONS)
520 LEATHER AND RELATED EQUIPMENT, PRODUCTS, ACCESSORIES, AND SUPPLIES
525 LIBRARY AND ARCHIVAL EQUIPMENT, MACHINES AND SUPPLIES
530 LUGGAGE, BRIEF CASES, PURSES AND RELATED ITEMS
540 LUMBER AND RELATED PRODUCTS
545 MACHINERY AND HARDWARE, INDUSTRIAL
550 MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES
555 MARKING AND STENCILING DEVICES
556 MASS TRANSPORTATION - TRANSIT BUS
557 MASS TRANSPORTATION - TRANSIT BUS ACCESSORIES AND PARTS
558 MASS TRANSPORTATION - RAIL VEHICLES AND SYSTEMS
559 MASS TRANSPORTATION - RAIL VEHICLE PARTS AND ACCESSORIES
560 MATERIAL HANDLING AND STORAGE EQUIPMENT AND ALLIED ITEMS
565 MATTRESS MANUFACTURING MACHINERY AND SUPPLIES
570 METALS: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING AND
FABRICATED ITEMS
575 MICROFICHE AND MICROFILM EQUIPMENT, ACCESSORIES AND SUPPLIES
578 MISCELLANEOUS PRODUCTS
580 MUSICAL INSTRUMENTS, ACCESSORIES AND SUPPLIES
590 NOTIONS AND RELATED SEWING ACCESSORIES AND SUPPLIES
595 NURSERY STOCK EQUIPMENT AND SUPPLIES
600 OFFICE MACHINES, EQUIPMENT AND ACCESSORIES
605 OFFICE MECHANICAL AIDS, SMALL MACHINES AND APPARATUSES
610 OFFICE SUPPLIES: CARBON PAPER AND ROBBERIES - ALL TYPES
615 OFFICE SUPPLIES: GENERAL
620 OFFICE SUPPLIES: ERASERS, INKS, LEADS, PENS, PENCILS, ETC.
625 OPTICAL EQUIPMENT, ACCESSORIES AND SUPPLIES
630 PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER AND RELATED PRODUCTS
635 PAINTING EQUIPMENT AND ACCESSORIES
640 PAPER AND PLASTIC PRODUCTS, DISPOSAL
645 PAPER (FOR OFFICE AND PRINT SHOP USE)

- 650 PARK, PLAYGROUND, RECREATIONAL AREA AND SWIMMING POOL EQUIPEMNT
- 652 PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES
- 655 PHOTOGRAPHIC EQUIPMENT AND SUPPLIES (NOT INCLUDING GRAPHIC ARTS, MICROFILM AND X-RAY)
- 658 PIPE AND TUBING
- 659 PIPE AND TUBING FITTINGS
- 660 PIPES, TOBACCOS, SMOKING ACCESSORIES; ALCOHOLIC BEVERAGES
- 665 PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING AND MOLDING EQUIPMENT, ACCESSORIES AND SUPPLIES
- 670 PLUMBING EQUIPMENT, FIXTURES AND SUPPLIES
- 675 POISONS: AGRICULTURAL AND INDUSTRIAL
- 680 POLICE EQUIPMENT AND SUPPLIES
- 685 POULTRY EQUIPMENT AND SUPPLIES
- 690 POWER GENERATION EQUIPMENT, ACCESSORIES AND SUPPLIES
- 691 POWER TRANSMISSION EQUIPMENT – ELECTRICAL, MECHANICAL, AIR AND HYDRAULIC
- 700 PRINTING PLANT EQUIPMENT AND SUPPLIES (EXCEPT PAPERS)
- 710 PROSTHETIC DEVICES, HEARING AIDS, AUDITORY TESTING EQUIPMENT, ELECTRONIC READING DEVICES, ETC.
- 715 PUBLICATIONS AND AUDIOVISUAL MATERIALS (PREPARED MATERIALS ONLY, NOT EQUIPMENT, SUPPLIES OR PRODUCTION, SEE CLASS 785 FOR INSTRUCTIONAL AIDS)
- 720 PUMPING EQUIPMENT AND ACCESSORIES
- 725 RADIO COMMUNICATION, TELEPHONE AND TELECOMMUNICATION EQUIPMENT, ACCESSORIES AND SUPPLIES
- 730 RADIO COMMUNICATION AND TELECOMMUNICATION TESTING, MEASURING AND ANALYZING EQUIPMENT, ACCESSORIES AND SUPPLIES
- 735 RAGS, SHOP TOWELS AND WIPING CLOTHS
- 740 REFRIGERATION EQUIPMENT AND ACCESSORIES
- 745 ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)
- 750 ROAD AND HIGHWAY BUILDING MATERIALS (NOT ASPHALTIC)
- 755 ROAD AND HIGHWAY EQUIPMENT AND PARTS: ASPHALT AND CONCRETE HANDLING AND PROCESSING
- 760 ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING PACKING, ETC.
- 765 ROAD AND HIGHWAY EQUIPMENT (EXCEPT ASPHALT, CONCRETE AND EARTH HANDLING EQUIPMENT IN CLASSES 755 AND 760)
- 770 ROOFING
- 775 SALT (SODIUM CHLORIDE) (SEE CLASS 393 FOR TABLE SALT)
- 780 SCALES AND WEIGHING APPARATUS (SEE 175-08 FOR LABORATORY BALANCES)
- 785 SCHOOL EQUIPMENT AND SUPPLIES
- 790 SEED, SOD, SOIL AND INOCULANTS
- 795 SEWING ROOM AND TEXTILE MACHINERY AND ACCESSORIES
- 800 SHOES AND BOOTS
- 801 SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT AND RELATED SUPPLIES
- 803 SOUND SYSTEMS, COMPONENTS AND ACCESSORIES: GROUP INTERCOM, MUSIC, PUBLIC ADDRESS, ETC.
- 805 SPORTING GOODS, ATHLETIC EQUIPMENT AND ATHLETIC FACILITY EQUIPMENT
- 810 SPRAYING EQUIPMENT (EXCEPT HOUSEHOLD, NURSERY PLANT AND PAINT)
- 815 STEAM AND HOT WATER FITTINGS, ACCESSORIES AND SUPPLIES
- 820 STEAM AND HOT WATER BOILERS AND STEAM HEATING EQUIPMENT
- 825 STOCKMAN EQUIPMENT AND SUPPLIES
- 830 TANKS (METAL, WOOD AND SYNTHETIC MATERIALS): MOBILE, PORTABLE STATIONARY AND UNDERGROUND TYPES
- 832 TAPE (NOT DATA PROCESSING, MEASURING, OPTICAL, SEWING, SOUND OR VIDEO)
- 840 TELEVISION EQUIPMENT AND ACCESSORIES
- 845 TESTING APPARATUS AND INSTRUMENTS (NOT FOR ELECTRICAL OR ELECTRONIC MEASUREMENTS)

- 850 TEXTILES, FIBERS, HOUSEHOLD LINENS AND PIECE GOODS
- 855 THEATRICAL EQUIPMENT AND SUPPLIES
- 860 TICKETS, COUPON BOOKS, SALES BOOKS, STRIP BOOKS, ETC.
- 863 TIRES AND TUBES
- 864 TRAIN CONTROLS, ELECTRONICS
- 865 TWINE
- 870 VENETIAN BLINDS, AWNINGS AND SHADES
- 875 VETERINARY EQUIPMENT AND SUPPLIES (SEE CLASS 325 FOR VITAMINS AND SUPPLEMENTS FOR ANIMALS)
- 880 VISUAL EDUCATION EQUIPMENT AND SUPPLIES (EXCEPT PROJECTION LAMPS – SEE CLASS 285)
- 883 VOICE RESPONSE SYSTEMS
- 885 WATER AND WASTEWATER TREATING CHEMICALS
- 890 WATER SUPPLY, GROUNDWATER, SEWAGE TREATMENT AND RELATED EQUIPMENT (NOT FOR AIR CONDITIONING, STEAM BOILER OR LABORATORY REAGENT WATER)
- 895 WELDING EQUIPMENT AND SUPPLIES
- 898 X-RAY AND OTHER RADIOLOGICAL EQUIPMENT AND SUPPLIES (MEDICAL)
- 905 AIRCRAFT OPERATIONS SERVICES
- 906 ARCHITECTURAL SERVICES, PROFESSIONAL
- 907 ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL
- 908 BOOKBINDING, REBINDING AND REPAIRING
- 909 BUILDING CONSTRUCTION SERVICES, NEW
- 910 BUILDING MAINTENANCE AND REPAIR SERVICES
- 912 CONSTRUCTION SERVICES, GENERAL
- 913 CONSTRUCTION SERVICES, HEAVY
- 914 CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)
- 915 COMMUNICATIONS AND MEDIA RELATED SERVICES
- 918 CONSULTING SERVICES
- 920 DATA PROCESSING SERVICES AND SOFTWARE
- 924 EDUCATIONAL SERVICES
- 925 ENGINEERING SERVICES, PROFESSIONAL
- 926 ENVIRONMENTAL AND ECOLOGICAL SERVICES
- 928 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES FOR AUTOMOBILES, TRUCKS, TRAILERS, TRANSIT BUSES AND OTHER VEHICLES
- 929 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – AGRICULTURAL, HEAVY INDUSTRIAL EQUIPMENT AND MARINE EQUIPMENT
- 931 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – APPLIANCE, ATHLETIC, CAFETERIA, FURNITURE, MUSICAL INSTRUMENTS AND SEWING EQUIPMENT
- 934 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – LAUNDRY, LAWN, PAINTING, PLUMBING AND SPRAYING EQUIPMENT
- 936 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – GENERAL EQUIPMENT
- 938 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – HOSPITAL, LABORATORY AND TESTING EQUIPMENT
- 939 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – OFFICE, PHOTOGRAPHIC AND RADIO/TELEVISION EQUIPMENT
- 940 EQUIPMENT MAINTENANCE, REPAIR CONSTRUCTION AND RELATED SERVICES – RAILROAD
- 941 EQUIPMENT MAINTENANCE, RECONDITIONING, REPAIR AND RELATED SERVICES – POWER GENERATION
- 945 FISHING, HUNTING, TRAPPING, GAME PROPAGATION AND RELATED SERVICES
- 946 FINANCIAL SERVICES
- 947 FORESTRY SERVICES
- 948 HEALTH RELATED SERVICES (FOR HUMAN SERVICES SEE CLASS 952)
- 952 HUMAN SERVICES
- 953 INSURANCE, ALL TYPES
- 954 LAUNDRY AND DRY CLEANING SERVICES
- 956 LIBRARY SERVICES (SEE CLASS 908 FOR BOOKBINDING, REBINDING AND REPAIRING)

- 958 MANAGEMENT SERVICES
- 959 MARINE CONSTRUCTION SERVICES; MARINE EQUIPMENT MAINTENANCE AND REPAIR;
RELATED MARINE SERVICES
- 961 MISCELLANEOUS PROFESSIONAL SERVICES
- 962 MISCELLANEOUS SERVICES
- 965 PRINTING PREPARATIONS: ETCHING, PHOTOENGRAVING AND PREPARATION OF MATS,
NEGATIVES AND PLATES
- 966 PRINTING AND RELATED SERVICES
- 968 PUBLIC WORKS AND RELATED SERVICES
- 971 REAL PROPERTY RENTAL OR LEASE
- 975 RENTAL OR LEASE SERVICES OF EQUIPMENT – AGRICULTURAL, AIRCRAFT, AUTOMOTIVE,
HEAVY EQUIPMENT AND MARINE EQUIPMENT
- 977 RENTAL OR LEASE SERVICES OF EQUIPMENT – APPLIANCES, CAFETERIA, FILM, FURNITURE,
HARDWARE, MUSICAL, SEWING AND WINDOW AND FLOOR COVERINGS
- 979 RENTAL OR LEASE SERVICES OF EQUIPMENT – ENGINEERING, HOSPITAL, LABORATORY,
PRECISION INSTRUMENTS, REFRIGERATION, SCALES AND TESTING EQUIPMENT
- 981 RENTAL OR LEASE OF EQUIPMENT – GENERAL EQUIPMENT
- 983 RENTAL OR LEASE SERVICES OF EQUIPMENT – CLOTHING, JANITORIAL, LAUNDRY, LAWN,
PAINTING, SPRAYING AND TEXTILE EQUIPMENT
- 984 RENTAL OR LEASE SERVICES OF COMPUTERS, DATA PROCESSING AND WORD PROCESSING
EQUIPMENT
- 985 RENTAL OR LEASE SERVICES OF EQUIPMENT – OFFICE, PHOTOGRAPHIC, PRINTING,
RADIO/TELEVISION/TELEPHONE EQUIPMENT
- 988 ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
- 989 SAMPLING AND SAMPLE PREPARATION SERVICES (FOR TESTING)
- 990 SECURITY, FIRE, SAFETY AND EMERGENCY SERVICES
- 992 TESTING AND CALIBRATION SERVICES
- 998 SALE OF SURPLUS & OBSOLETE ITEMS

What Your Business Needs to Know about Georgia's E-Verify Requirements (Effective July 1, 2013)

E-Verify Contractor Requirements

Georgia law, O.C.G.A. § 13-10-91, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the Attorney General's website) or, 2) the contract is with an **individual** licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and **that individual** is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found here.

E-Verify Private Employer Requirements

Georgia law, O.C.G.A. § 36-60-6, requires all businesses, **with more than 10 employees** that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with **10 or fewer employees** are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found here.

What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

How Do I Register for E-Verify? To register for E-Verify, please visit the DHS website. If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at http://www.dhs.gov/e-verify.

GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Oconee County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- 1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and
- 2) The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract.

Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Oconee County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVITS ON FOLLOWING PAGE

Contractor 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:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with _____ (Name of Contractor) 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor 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 Subcontractor

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:



RFP#FY1607-01
Architectural/Planning Services
Oconee County Administrative Services Facility

SUBCONTRACTORS

Please list any subcontractors that you will be working with during the course of this contract:

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

THIS FORM MUST BE RETURNED WITH YOUR BID.