



Oconee County Board of Commissioners

Request for Proposal Number 1908-06

OCONEE COUNTY IT MANAGED SERVICES PROVIDER

QUESTIONS DEADLINE: Prior to 10:00 AM, Tuesday, September 4, 2018 "Local Time"

ACCEPTANCE DATE: Prior to 11 AM, Tuesday September 11, 2018 "Local Time"

ACCEPTANCE PLACE: Oconee County Board of Commissioners
Finance Department - Procurement
23 N. Main Street, Suite 203
Watkinsville, Georgia 30677

Please submit one (1) unbound original, three (3) copies, and one (1) electronic file of your firm's Cost and Technical Proposal. All prospective Offerors who are qualified Contractors are invited to submit a proposal. There will be no pre-conference meeting for this solicitation.

OPENING PLACE TIME: Oconee County Board of Commissioners
Commission Chambers
23 N. Main Street, Suite 205
11:00:00 A.M. Watkinsville, Georgia 30677

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

This document can be downloaded from our web site: [https:// OconeeCounty.com/Bids](https://OconeeCounty.com/Bids)

Issue Date: August 27, 2018

REQUEST FOR PROPOSAL #1908-06

OCONEE COUNTY ANNUAL IT MANAGED SERVICES PROVIDER

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 INTRODUCTION	4
2.0 COMPETITION INTENDED	4
3.0 ACCURACY OF RFP AND RELATED DOCUMENTS.....	4
4.0 RFP OBJECTIVE	4
5.0 SUBMITTAL OF PROPOSALS	4
6.0 INSURANCE	5
7.0 SITE VISITS	5
8.0 TIMELINE	5
9.0 SELECTION	5
10.0 PROJECT DESCRIPTION	6
11.0 IT ENVIRONMENT	7
12.0 CERTIFICATIONS, LICENSES, EXPERIENCE & SECURITY CLEARANCE	8
13.0 QUESTIONS FOR THE PROPOSER	8
14.0 EVALUATION CRITERIA & SELECTION	10
15.0 INSTRUCTIONS TO PROPOSERS.....	11
16.0 GERNERAL TERMS & CONDITIONS.....	21
17.0 ATTACHMENTS AND EXHIBITS.....	29
ATTACHMENT A – FORMS & COST PROPOSAL	
EXHIBIT A – OCONEE COUNTY INSURANCE REQUIREMENTS	

August 27, 2018
Oconee County Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677
Request for Proposal #1908-06
Oconee County Annual IT Managed Services Provider

Proposals shall be delivered to the Oconee County Finance Department, 23 N. Main Street, Watkinsville, GA 30677. Proposal must be returned in two sealed packages addressed to Oconee County Board of Commissioners (OCBOC), with RFP#1908-06, Proposal Due Date, Time, Offeror's Name and Address clearly indicated on the package. Packages shall be marked "Technical Proposal" and "Cost Proposal" and must be in the possession of the OCBOC on or prior to Tuesday, September 11, 2018 at 11:00 a.m., at which time they will be publicly opened and only names of submitting firms will be read. OCBOC will not be responsible for late receipt of proposals. RFP Documents are available upon request from the Finance Department and by visiting our website at [https:// OconeeCounty.com/Bids](https://OconeeCounty.com/Bids).

The OCBOC seeks proposals to establish contracts for the following materials, equipment and/or services:

Oconee County currently outsources the management of their IT infrastructure and applications to outside vendors. It is the desire of the Board of County Commissioners to use one partnership agreement with a qualified firm or group to support the entire IT environment.

The OCBOC reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if the County determines it advantageous. RFPs are legal and binding upon the proposer when submitted. It will also be the responsibility of each proposer to obtain any addenda issued from the Finance Department. The written RFP documents supersede any verbal or written prior communications between the parties.

There is no pre-submittal meeting scheduled for this solicitation.

Questions regarding this Request for Proposal should be directed to:
Ms. Karen T. Barnett, CPPB, Procurement Officer at Email: kbarnett@oconee.ga.us

Questions regarding this Request for Proposal shall be received no later than 10:00 a.m. on Tuesday, September 4, 2018.

By Oconee County Board of Commissioners
The Honorable John Daniell

OCONEE COUNTY ANNUAL IT MANAGED SERVICES PROVIDER

1.0 INTRODUCTION

The Oconee County Board of Commissioners is soliciting bids from qualified professional vendors for Information Technology support services. The qualified vendor will assist internal IT with IT services listed in this RFP.

2.0 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. The Purchasing Officer must receive such notification no later than five (5) days prior to the date set for proposals to close.

3.0 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person in writing at the following address: Oconee County Purchasing Office, Finance Department, 23 North Main Street, Suite 203, Watkinsville, GA 30677. A written addendum, if necessary, will be available on the Oconee County Website under "Bid Opportunities".

4.0 RFP OBJECTIVE

The objective of this RFP is to obtain proposals from qualified IT managed service providers. This information will allow Oconee County to review proposals and enter into negotiations with the vendor whose proposal is most advantageous to the County with price and other factors considered.

Following negotiation, the successful proposer and Oconee County shall enter into a contract for one (1) year with a possibility of four (4) one-year renewal terms.

5.0 SUBMITTAL OF PROPOSALS

Proposals are to be submitted following the guidelines listed in this RFP. Additional information, options, fee alternatives, and materials are welcome, but are to be submitted following the specifics listed in this RFP. Proposals become public record, so proposers should be careful when submitting proprietary information.

Proposals are to be SEALED and submitted by mail or in person to:

Oconee County Board of Commissioners
Purchasing Office, Suite 203
23 North Main Street
PO Box 1527
Watkinsville, GA 30677

706-769-2944

Contact information: Email- kbarnett@oconee.ga.us

NOTE: Emailed submittals will NOT be accepted.

Please put **“Proposal for IT Managed Services Provider”** on the envelope or container. Proposals received following the deadline will not be considered.

All proposals shall include a statement indicating that the submitter is authorized to offer this proposal by his/her company and may bind the company under contract if selected.

6.0 INSURANCE

Proposers shall comply with Oconee County’s insurance requirements (See Exhibit “A” for the Oconee County Insurance Requirements).

7.0 SITE VISITS

Proposers may attend a site visit and briefing by appointment only at the Oconee County Board of Commissioners, IT Department, 23 North Main Street, Watkinsville, GA 30677. Please email the Purchasing Officer if you wish to schedule a meeting. Please note that more than one vendor may be scheduled for the same meeting due to time constraints.

8.0 TIMELINE

Oconee County intends to finalize the vendor selection process according to the following schedule. Any changes in this schedule will be at the sole discretion of Oconee County.

August 27, 2018	RFP available and advertised
September 11, 2018	Proposals due
September 12 - 19	Proposals evaluated/negotiation with selected firm by Board of County Commissioners (dates are not firm)
October 2, 2018	Board Approval and Award
October 3, 2018	Notice of Award Letter and Purchase Order issued

9.0 SELECTION

Oconee County is using a competitive negotiation process to award a contract to the successful proposer. Although cost is a significant criteria for selection, the County will be awarding based upon a number of criteria evaluated based upon the proposal.

10.0 PROJECT DESCRIPTION

Oconee County currently outsources some IT services to outside vendors. It is the desire of the Board of County Commissioners to enter into a partnership agreement with a qualified firm or group to support the IT environment under the direction of the Internal IT Department.

A. This Support Includes:

- 1. Network Management and Security:** Proactively monitor (24/7) all County servers, desktops, and other infrastructure devices and provide monthly reporting of such activities. Support Internet and WAN connections. Alert designated County personnel in the event of failure. Perform best practice procedures including but not limited to patch management, antivirus monitoring, firewall monitoring, backup monitoring, event log monitoring, disk space monitoring, scheduled defrag and disk cleanups. Maintenance of virus detection programs on County servers, email and all other County computers and laptops. Ensure scheduled preventive maintenance for equipment is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance back-up plans and procedural documentation.
- 2. Help Desk Support for 150+/- Desktops and Laptops:** Performs basic support functions including diagnosing and correcting desktop application problems, vendor liaison support of specialized software products of Oconee County Board of Commissioners. Configuring laptops and desktops for standard applications and identifying and correcting end user hardware problems, and performing advanced troubleshooting. Proactively remediate all issues found via desktop workstation monitoring and provide up to date reporting of such activities (access to work order system preferred).
- 3. Other IT Projects as needed:** Will help internal IT complete IT related projects on an as-needed basis.

B. Support from Internal IT Department Includes, but is not limited to:

1. Desktop support for Court Services computers which include Clerk of Courts, Superior Court, Magistrate Court, Probate Court, District Attorney and the Information Technology Department which includes GIS.
2. Install all new computers and accessories in every department with software installation and printer configuration (scan to email/folder).
3. Performing on boarding and off boarding of users. Setting up Active Directory and Exchange accounts.
4. Configure and install all VoIP phones, Voice and Voicemail servers for every department.
5. Maintain all software renewals ex. Microsoft Enterprise Agreement, GIS Licenses (ESRI), VMWare, Fleet Maintenance (ALLData, IDS), Website (oconeecounty.com, Property Appraisal - QPublic).

6. Court Recorder System – handled by vendor (DECA) scheduled thru Internal IT
7. Maintain all Cell phone orders/changes and contact with provider as well as users in each department.
8. Establishing service and negotiate with Internet and WAN provider on both leased and owned fiber and/or co-axial connections.
9. Modifications to www.oconeecounty.com website.

11.0 IT ENVIRONMENT

The successful bidder will have experience and/or knowledge with the components of Oconee County's technical environment.

A. Physical Servers Located at 23 North Main Street, Watkinsville, GA:

1. 3 Dell PowerEdge R320 (warranty ends June 2019)
2. 1 Dell PowerEdge R420 (warranty ends June 2019)
3. 1 Dell PowerEdge R620 (Warranty ends June 2019)
4. 2 Dell PowerEdge R520
5. 1 Dell PowerEdge R230
6. 1 HP Desktop used as workgroup server for remote site (Animal Services)
7. 6 Virtual Servers Located at 23 North Main Street, Watkinsville, GA

B. The Data Center:

1. The Data Center is located in the Courthouse. There are two identical HP Proliant DL380 virtual hosts. There are currently 6 virtual servers on the host.
2. UPS and Generator Backup to both Data Centers. The Sheriff's Office has a data center in the 911/EOC building which is connected to our county-owned fiber from the courthouse. The Sheriff's Office servers and equipment will not be supported by the proposer.
3. Courthouse is the main data center which connects to Elections, Tourism, Facilities, Health Department, Library, Sheriff's Office with underground county-owned fiber. Seven remote sites are connected via leased fiber.

C. IT Environment Also Includes:

1. Managed switches located in multiple locations (HP, Cisco)
2. Multiple Vlans
3. Cisco Unified Communications Solution, 320 Cisco VoIP deskphones (supported by Internal IT)
4. Onsite and Offsite Backup
5. 28 Ricoh Printers/Scanners on network in most departments

D. Application Systems:

1. New ERP system to be determined; current SmartFusion
2. WinGap – Property Appraisal

3. Gratis – Tag/Title software will be changed to DRIVES in 2019
4. VCS – Property Tax system
5. QS1 – Water Resources for Utility Billing
6. ALLData – Fleet Maintenance system
7. FacilityDude – Work order system

E. Desktop & Security Applications:

1. Microsoft Office Suite
2. Antivirus: Webroot
3. Anti-Malware: Malwarebytes
4. Remote Desktop Services

12.0 CERTIFICATIONS, LICENSES, EXPERIENCE and SECURITY CLEARANCE

Proposers should have any licenses or registrations required to do business in Oconee County and in the State of Georgia. Please include photocopies of any licenses, certifications and security clearance of staff expected to work on this job. List all past experience and references working with government municipalities and with private sector clients with respect to similar project work scope.

13.0 QUESTIONS FOR THE PROPOSER

Please respond to the following in your proposal. Please use the same order and titles to help facilitate scoring your proposal.

A. General Company Information

1. Provide a profile of your company, including background and history, size, locations, certifications, credentials, etc. Please provide details of your company's practices for staying current on regulations, legislation, certifications, and compliance especially as it relates to HIPPA, public records, and government. Describe all staff that will be utilized to perform contractual duties under your proposal, and their certifications, experience, and duties.
2. Provide references of similar sized or larger agencies that proposer is currently managing or has managed.

B. Security

1. Describe your strategy for securing your clients data. Include your company's policies as well as any security certificates that you possess. Describe your company's security certification and expertise (Background checks, etc).

C. Client Relationship Management

Describe how you would manage customer relationship within the county "clients."

1. Provide an organization chart explaining the reporting relationships with all staff expected to support Oconee County.
2. Describe how will you propose changes in technicians assigned to the contract and seek approval to such changes from the county.

3. Describe your training program
4. Describe the hours of operation for on-site staff as well as help desk staff.
5. Describe how afterhours support would be available
6. Describe how you would report to county contacts and users about status of systems, elicit needs of users, needs for change, etc.

D. Service Levels

Describe service levels you will provide to Oconee County. Note that penalties will be assessed for not meeting service level response times identified.

1. Describe your work order/trouble ticket system
2. Describe availability of key staff during normal business hours
3. Describe afterhours staff availability
4. Provide your guaranteed response time for issues dependent upon severity and time of day
5. Provide your average response time for after-hours issues
6. Scheduled down times for routine maintenance
7. How are scheduled down times determined; how communicated?
8. How do you propose that the service level agreement be enforced?
9. Describe your communication strategy for keeping clients informed of system conditions and changes.
10. Describe how you would assist Oconee County's elected officials and top management strategically plan to insure that the County's IT system retains its usefulness, viability, compatibility, and dependability.
11. Describe your plans for disaster recovery.
12. Describe how your on-site support representative would work and describe any special requirements that would need to be filled by the county.
13. Describe how major software upgrades would be applied and what upgrades would require additional fees.

E. Change Control

Please note that Oconee County requires preapproval by the IT Director before any changes are made to the computing environment.

1. Please demonstrate how you would institute change control in Oconee County's computing environment.

F. Monitoring

1. Describe your monitoring tools and strategies to monitor and insure the stability of the computing environment in Oconee County.
2. Describe how these monitoring results would be communicated to Oconee County.

G. Documentation and Records

1. Describe how you would document and record maintenance, installation,

- performance, and changes to the system.
2. Describe the documentation that you would make available to Oconee County at the end of the contract period.
 3. Describe how you would maintain confidentiality in strict conformance with HIPPA and other confidentiality laws and regulations.

H. Fees

Please provide all fees associated with the proposed contract for services. The following should be included in your base bid:

1. Fees for service initiation
2. Ongoing monthly fees and what is included and excluded.
3. Fees for extra work outside the proposal

14.0 EVALUATION CRITERIA and SELECTION

A. Criteria Description

1. Responses shall be reviewed on these critical factors with the indicated weight.

Item	Description	Weight
Company Information	<ul style="list-style-type: none"> • Company experience, qualifications, profiles, practices, references, IT certifications, and company location 	35%
Security	<ul style="list-style-type: none"> • Company strategies, policies, security certifications and expertise 	5%
Client Relationship Management	<ul style="list-style-type: none"> • Management of customer relationship with county “clients” 	10%
Service Levels	<ul style="list-style-type: none"> • Description of service levels provided to county 	10%
Change Control	<ul style="list-style-type: none"> • Demonstration of change control 	5%
Monitoring	<ul style="list-style-type: none"> • Describe monitoring tools & strategies 	5%
Documentation and Records	<ul style="list-style-type: none"> • Describe documentation & record keeping procedures 	5%
Fees	<ul style="list-style-type: none"> • Provide all fees/costs associated with this proposal 	25%
Total Items		100%

B. Evaluation Criteria & Selection

1. Evaluation Criteria

The selection committee will evaluate and rank the responsive Proposals by applying the weighted comparative evaluation criteria set forth in the criteria description using the information provided by the consultant in previous sections

All proposals will be evaluated using the criteria specified in this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining which proposal will be deemed best suited to meet the needs of Oconee County.

2. Additional or Supplemental Information

After receipt of the submittals, the County will evaluate the responses, including the references, experience and other data relating to the Respondent's qualifications. If requested by Oconee County, Respondents may be required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

3. Termination Of Negotiations

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

4. Selection

After the evaluation process is complete, the top-ranked Respondent will be either selected for award or offered the opportunity to negotiate the final terms of the agreement. If the Owner determines that the top-ranked Respondent's proposed final terms of the agreement are not advantageous to the Owner, the Owner may choose to either select or negotiate with the next-ranked Respondent.

15.0 INSTRUCTIONS TO PROPOSERS

A. Procurement Process

The procurement will be on a formally advertised basis through the County's website. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

B. Contract Definitions

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

1. **Addendum** – Revision to the RFP documents issued by the County prior to the receipt of proposals.
2. **Agreement** – refers to the executed contract between the County and Contracting Entity.
3. **County** – Oconee County Government and its authorized representatives.
4. **Contact Person** – Staff designated by the Oconee County Department of Finance to submit any questions and suggestions.
5. **Offeror** – the entity of individual submitting a proposal in response to this RFP.
6. **Owner** – Oconee County Board of Commissioners
7. **Proposal** – the document submitted by the Offeror in response to this RFP.
8. **Proposer** – the entity or individual submitting a proposal in response to his RFP.
9. **Request for Proposal (RFP)** – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.
10. **Responsible Offeror** – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
11. **Responsive Offeror** – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
12. **Scope of Work** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.
13. **Subcontractor/sub-consultant** – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

C. **No Contact During Procurement Process**

1. It is the policy of Oconee County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
2. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Administrator's recommendation to the Board

of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

3. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Officer.
4. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Officer that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and it shall not be considered for award.

D. Clarification & Addenda

1. Clarification

- a) Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests, which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. **The County will not respond to requests, oral or written, received after 10:00 A.M. on Tuesday, September 4, 2018**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.
- b) Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (Email Preferred) to:

Oconee County Board of Commissioners

Attn: Ms. Karen Barnett

Finance Department

23 North Main Street, Suite 203

Watkinsville, GA 30677

Email: kbarnett@oconee.ga.us

Fax: 706-310-3574

RE: RFP#1908-06 Oconee County Annual IT Managed Services Provider

Telephone inquiries will not be accepted.

2. Addenda

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

E. Term Of Contract

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

1. Commencement Term

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

2. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County, upon the approval of the County Board of Commissioners for four (4) one-year terms ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until

the County Board of Commissioners has first approved each Renewal Term in writing or through budget approval for the fiscal year of such Renewal Term.

If approved by the County Board of Commissioners, the renewal terms will be as follows:

- a) First Renewal Term shall begin on the 1st day of July 2019 and shall end no later than the 30th day of June 2020
- b) Second Renewal Term shall begin on the 1st day of July 2020 and shall end no later than the 30th day of June 2021
- c) Third Renewal Term shall begin on the 1st day of July 2021 and shall end no later than the 30th day of June 2022
- d) Fourth Renewal Term shall begin on the 1st day of July 2022 and shall end no later than the 30th day of June 2023.

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party. Written notice shall be given approximately sixty (60) days prior to the expiration date of each agreement period.

3. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement that pertain to events of termination and the County’s rights upon termination.

4. Same Terms

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

5. Statutory Compliance Regarding Purchase Contracts

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

F. 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 Vendor Registry and the County 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 Registration
- Complete your registration by following the instructions provided

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

G. Electronic Payments with Strategic Payment Services

Oconee County has partnered with EFS/SPS, a leading payment network, to ensure each of our suppliers is effectively transitioned to our Electronic Accounts Payable (EAP) program. Opting to become part of our EAP program provides the following numerous benefits for a nominal fee:

- Priority status for future vendor sourcing decisions
- Faster payment on your invoices
- No more mailing delays, lost checks or fraud risk
- Rapid payment using Virtual MasterCard
- Secure online access to remittance details and timely notification of payment

For those participating in this preferred MasterCard EAP program method of payment, Oconee County program will agree to accelerate your payments and pay your statements on approval, with a goal of **Net 10 Days**.

Please complete and return the enrollment form located in "Attachment A1 – County Forms" with your proposal package or email Karen Barnett at kbarnett@oconee.ga.us for more information before submission.

H. Subcontractors

All Offerors 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.

I. Open Records

Offeror acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. If Offeror asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror **must** follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit with their response declaring and specifically describing their trade secrets, including those of their subcontractor.

J. Examination Of Proposal Documents

Before submitting a Proposal, each Offeror shall:

1. Examine the Proposal Document Package thoroughly.
2. Become familiar with local conditions affecting cost of Work progress or performance.
3. Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or Work progress or performance.
4. Study and carefully correlate Applicant's observations with the Proposal Document Package.
5. Notify the County concerning conflicts, errors, or discrepancies in Proposal Document Package.

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Oconee County's "**No Contact During Procurement**" policy and shall only contact the person designated by the RFP.

K. 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.

L. Driving Directions

To Oconee County Courthouse 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 0.1 miles. Oconee County Courthouse is on the right side of the street. Public parking is in the back of the Courthouse.

M. Submission of Proposals

1. Sealed Proposal

Please submit one (1) unbound original, three (3) copies and (1) complete proposal in electronic format, such as a thumb drive. 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 11:00 A.M., Tuesday, September 11, 2018 to the attention of Karen Barnett, CPPB, Purchasing Officer in the Oconee County Courthouse Purchasing Office, Finance Department, Suite 203 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.

2. **County Forms and Documents**

In Attachment A1 of the RFP documents, a checklist of all County forms and documents required is provided. Utilizing this list will help ensure you have met Oconee County requirements and put together a successful proposal.

a) **Attachment A1-County Forms**

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

- 1) Addenda Acknowledgement Form
- 2) Respondent's Information Sheet
- 3) Local Business Initiative Affidavit
- 4) Execution of Proposal
- 5) Respondent's Certification and Non-Collusion Affidavit:
- 6) Drug-Free Workplace Certificate
- 7) ***Georgia Security and Immigration Compliance Act Affidavit***
 - ***Contractor Affidavit****
- 8) SAVE Affidavit
- 9) List of Subcontractors
- 10) References Form
- 11) Electronic Payment Form
- 12) W-9
- 13) Current copy of Certificate of Insurance (form not provided)
- 14) All licenses, certificates, diplomas, verifiable documents and other requested documents per RFP requirements or qualifications.

****Must be submitted with proposal or it will be deemed non-responsive.***

b) **Attachment A2- Technical Submittal**

Applicants should submit one (1) unbound original, three (3) copies and one (1) digital copy of technical and cost proposal, as well as all applicable forms. If any of the forms do not apply to you, please mark "N/A" on the form and include it in the proposal.

c) **Attachment A3 – Cost Submittal**

Applicants are to submit in a separate, sealed envelope, the completed cost sheet provided in Attachment A3.

3. Insurance

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

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Exhibit A of this RFP. Applicant shall include a copy of their current Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County. At the time of award, a copy of the successful Proposer's Certificate of Insurance ("COI") must be provided to the County.

4. Drug-Free Workplace Certificate

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

5. County Public Benefit Application Affidavit (SAVE)

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

6. Non-Collusion

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

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

7. 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. Georgia Security and Immigration Compliance Act

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

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

The Purchasing Officer is authorized to conduct random audits of a contractor or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. See Attachment A, Proposal Forms for declarations and affidavits.

N. Opening Of Proposals

Proposals will be publicly opened and names of submitting firms will be read at **11:00:00 A.M., Tuesday, September 11, 2018** at the Oconee County Courthouse, Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, Georgia 30677.

O. Proposals To Remain Open

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

P. Award of Price Agreement/Contract

1. To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject all Proposals, to waive 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 the Applicant makes verification. However, under no circumstances can unit prices be changed.

2. The County pursuant to applicable law will award contract. 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.

Q. 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.

16.0 GENERAL TERMS AND CONDITIONS

- A. Consultants interested in obtaining a contract with Oconee County, GA to become the Annual Internet Technologies Managed Services Provider shall prepare a written proposal to include, but not be limited to, the following terms and conditions.

1. County Rights and Options

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

- a) This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- b) Oconee County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- c) The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.
- d) All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- e) The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- f) The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- g) The County reserves the right to waive any technicalities or irregularities in the Proposals.
- h) The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- i) The County may request Proposers to send representatives to the County for interviews and presentations.
- j) To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- k) The County reserves the right to discontinue negotiations with any selected Proposer.
- l) The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- m) All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.
- n) The County may add to or delete from the Project Scope of Work set forth in this RFP.
- o) All Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

- p) Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- q) The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- r) By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

B. Cost of Proposal Preparation and Selection Process

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

C. Authorization to Transact Business

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

D. General Requirements

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

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

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

2. Oconee County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Proposer must assume full responsibility for delivery of all goods and services proposed.
4. The successful Proposer must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Proposer must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. If a vendor should happen to be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Proposer is solely responsible for arranging for the service to be performed.
6. The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Oconee County Board of Commissioners.
8. In case of default by the successful Proposer, Oconee County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Oconee County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Oconee County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

E. Post Document Requirements

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

F. Procedures

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

G. 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.

H. 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.

I. Hold Harmless Clause

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

J. 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.

K. 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.

L. 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:

Oconee County Board Of Commissioners
Attn: Finance Department
P. O. Box 1527

Watkinsville, GA 30677

The County will pay all such invoices within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

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

M. Assignment of Contract

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

N. 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.

O. 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.

P. 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.

Q. 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.

R. Notices

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

TO CONTRACTOR:

TBD

TO COUNTY:

Oconee County Finance Department
Division of Procurement
23 N. Main Street, Suite 203
Post Office Box 1527
Watkinsville, Georgia 30677

S. 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.

T. 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.

U. Anti-Discrimination

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

V. 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.

W. 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.

X. Safety Measures

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

Y. Agreement

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

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.
4. Should a Purchase Order Contract be used, the documents incorporated into the purchase order by reference include the scope of work, the general terms and conditions of the proposal documents, the cost form, addenda and any sections of the proposal document or the consultant's cost response that have a direct bearing on the performance or price.

Z. Brand or Manufacturer's Reference

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

AA. Nonappropriation of Funds

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

BB. Disqualification of Proposers

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

CC. Reserved Rights

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

DD. Applicable Laws

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

17.0 ATTACHMENTS AND EXHIBITS

Attachments

- A1** - Checklist and Required Forms
- A2** - Technical Proposal Cover Sheet
- A3** - Cost Proposal

Exhibits

- A** - Oconee County Insurance Requirements

End of RFP Documents (see Attachments A1-3 and Exhibit A)



Oconee County Board of Commissioners

ATTACHMENT A1-Proposer's Checklist and County Forms



RFP #1908-06

Oconee County Annual IT Managed Services Provider CHECKLIST

Company Name: _____

ITEM DESCRIPTION

Offeror's Checklist

1. Mandatory Forms (include with Technical proposal):

- Addenda Acknowledgement Form
- Respondent's Information Form
- Local Business Initiative Affidavit
- Execution of Proposal
- Respondent's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
- SAVE Affidavit
- Sub-Contractor's List
- Respondent's Reference Form
- Electronic Payments Form
- W-9
- Current Copy of Certificate of Insurance (form not provided)
- All licenses, certificates, diplomas, verifiable documents and other requested documents per RFP requirements or qualifications.

2. Requested Information per Technical portion of the RFP:

- Company Information
- Security Strategies, policies, certifications and expertise
- Client Relationship Management
- Service Levels
- Change Control Demo
- Monitoring Tools & Strategies
- Documentation and Records Keeping Procedures

3. Cost Proposal (sealed in separate envelope):

- Fees for Service Initiation, if any.
- Fees for ongoing monthly services. List services you are proposing with monthly costs. List other goods and services you provide with costs separately.
- Fees or hourly rates for staff when hired to do projects outside the work scope.

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



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Addenda Acknowledgement**

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 Name/Title
(Print or Type)

Email

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

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



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Respondent's Information Form**

1. Legal Business Name _____

2. Physical Address _____

3. Billing Address _____

4. Type of Business: _____ State of Registration: _____
(Association, Corporation, Partnership, Limited Liability Company, etc)

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone _____ Fax _____

8. E-mail _____ Company Website _____

9. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Local Business Affidavit of Eligibility**

*Legal Name of Business: _____

1. Mailing Address:

Physical Address: (if different)

2. Year business was established in Oconee County: _____

3. Occupational Tax License number issued and County/City where issued: _____

4. Business Type (circle one): Corporation Partnership Sole Proprietorship

5. Does your business have more than one office in Oconee County? Yes No

If yes, specify the location(s): _____

6. Is your business' principal base of operations in Oconee County? Yes No

7. Does your business have any locations outside of Oconee County? Yes No

If yes, specify the locations(s): _____

8. Bank (branch in Oconee County): _____

CERTIFICATION: I hereby certify under penalty of perjury that the information, which I have provided, on this form is true, and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Attest: _____

*Authorized Signature: _____

Sworn to and subscribed before me this _____

*Print Name: _____

day of _____, 20_____

*Title: _____

Commission Expires: _____

(Seal)

*Non-Local Business _____

(Check Here)

Mandatory Document – Complete all areas above and return with your proposal. If your business is NOT local, please complete only those areas marked with an asterisk (*)



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
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 sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the time frame required.

(Typed or Printed) **Business Name**

Authorized Signature

Date

(Typed or Printed) **Name & Title**

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



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Respondent's Certificate and Statement of Non-Collusion**

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

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

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **RFP #1908-06 for Oconee County Annual IT Managed Service Provider** was issued except: 1) through the Purchasing Office 2) at the Pre-Conference Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any Contractor violating this provision.**

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

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative Name/Title
(Print or Type)

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



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Drug-Free Workplace**

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

Whose address is:

And it is also that:

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

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

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

Date

Signature

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



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Security & Immigration Compliance (GSIC) Act Affidavit**

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Oconee County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Oconee County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Oconee County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Karen T. Barnett, CPPB
Oconee County Purchasing Officer
23 N. Main Street, Suite 206
Watkinsville, GA 30677
Fax: (706) 310-3574
Email: kbarnett@oconee.ga.us



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	RFP#1908-06

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____ 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	RFP#1908-06

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____ 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

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

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

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

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

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

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

_____.

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

Executed in _____(city), _____(state).

Signature of Applicant: _____

Date: _____

Printed Name: _____

Date of Birth: _____

Subscribed and Sworn to before me, this
____ day of _____, 20____.

Notary Public

My Commission Expires: _____



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Sub-Contractors**

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: _____



RFP #1908-06

**Oconee County Annual IT Managed Services Provider
Contractor 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 proposal.

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: _____

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



Oconee County *Georgia*



3-20-2017

SUBJECT: Electronic Payments Process

Dear Accounts Receivables Manager,

Oconee County is pleased to announce our new electronic payment alternative to check for valued suppliers and business partners. We are committed to transitioning to a green alternative and becoming more efficient in the execution of routine supplier payments. Our goal is quite simple....eliminate checks!

We have partnered with EFS/SPS, a leading payment network, to ensure each of our suppliers is effectively transitioned to our Electronic Accounts Payable (EAP) program. Our EAP program is designed with you, our valued supplier, in mind and provides numerous benefits not previously available including:

- Priority status for future vendor sourcing decisions
- Faster payment on your invoices
- No more mailing delays, lost checks or fraud risk
- Rapid payment using Virtual MasterCard
- Secure online access to remittance details and timely notification of payment

In conjunction with this launch, Oconee County will be moving its standard payment terms to **Net 45 Days**. For those participating in this preferred MasterCard EAP program method of payment, Oconee County program will agree to accelerate your payments and pay your invoices on approval, with a goal of **Net 10 Days**.

We intend to enroll you in our EAP program as soon as possible. If your establishment accepts MasterCard®, enrolling in the program is simple. Please complete and return the attached enrollment form to Suppliers@efslc.com or fax to 615-850-0783.

We look forward to your participation in the Oconee County EAP program and your taking advantage of the bonus benefits available to you. If you have more questions about this program, please contact the EFS/SPS Account Team at 866-410-4933 or email us at Suppliers@efslc.com.

Best Regards,

Wes Geddings – Finance Director





Oconee County *Georgia*



Oconee County Credit Card Acceptance Information Form

Email/Fax submittal form

To: **Enrollment Team**

Email: Suppliers@efsllc.com

Fax number: **615-850-0783**



To begin accepting the Oconee County EAP MasterCard Program for payment, please complete and email or fax this form to the address/Fax number shown above, or call 866-410-4933.

Date: _____

Accounts Receivable Contact Name: _____

Title: _____

Company Name: _____

Physical Address: _____

Mailing Address: _____

Phone: _____

**Remittance Email: _____

Fax: _____

Tax Identification Number (Please attach W-9): _____

** (An e-mail address is required for the payment notification. We recommend a central email address, i.e. accountsreceivable@yourcompany.com)

Would you like to receive the payment notification via fax instead? If so, please complete the following.

Fax: _____

Note: You authorize the **Oconee County** Corporate MasterCard for payment just as you do any other MasterCard transaction. **Oconee County** does not authorize any additional fees for MasterCard Payments.



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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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 Regulations 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 Regulations 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 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov 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.



Oconee County Board of Commissioners

Request for Proposal

ATTACHMENT A2 - Technical Proposal – See checklist (item 2) for all the components that make up the technical portion of the proposal.



Oconee County Board of Commissioners

Request for Proposal

ATTACHMENT A3 - Fee Proposal



**Oconee County Board of Commissioners
Cost Schedule
RFP #1908-06**

Oconee County Annual IT Managed Services Provider

I certify that the proposal is accurate and reflect any applicable discounts, and that the company, which I represent, will deliver the services and related items for this proposed amount. By submission of this proposal, I also certify that I, the OFFEROR, has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception.

I have included all required documents required per the Request for Proposal Documents. I, the Offeror, has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this Proposal and all attachments, if required.

Please use this Cost Schedule to indicate the cost for this project. Your total cost must include **ALL** fees, travel, and any other costs needed to complete the project. Please answer the questions below:

1. Federal Tax ID# _____
2. Indicate legal form of proposer:
Corporation____ Partnership____ Individual____ Other (specify)_____
3. Do you plan to subcontract any portion of this project? Yes _____ No _____
If yes, please provide an attached list of names of subcontractors with your proposal (County form provided).
4. Anticipated Start Date: _____
5. Are there any Exceptions noted in your submittal? Yes _____ No _____
If yes, please clearly mark the exceptions on the RFP document and return with your cost proposal.
6. THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING SERVICES IN STRICT CONFORMANCE TO THE RFP SCOPE OF WORK AND RFP INVITATION ISSUED BY OCONEE COUNTY. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE RFP. PRICES ARE GOOD FOR 60 DAYS AFTER AWARD:

(Firm/Company-*PRINTED*)

(Address, City, State, Zip)

(Bidder, Name-*PRINTED*)

(Bidder Contact Email/Phone)

(Offeror's Signature)

(Date)



**Oconee County Board of Commissioners
Cost Schedule
RFP #1908-06**

Oconee County Annual IT Managed Services Provider

7. COST PROPOSAL: The following required services shall be provided according to the Agreement terms and conditions contained herein.

BASE PROPOSAL – BASIC SERVICES

Provide internet technology based managed services on behalf of Oconee County for the following fees on a separate page and attach to this cost proposal. Be sure to sign, date and put your company name and contact information on your written proposal:

1. Fees for service initiation (per work scope)
2. Fees for monthly reoccurring services (per work scope)
3. Fees for other goods and services (not included in work scope)
4. List staff positions and rates charged per hour
5. Percentage mark-up on software and equipment purchases (if any)
6. Please answer the following:
 - a) Please indicate with an "X" if your company is a "Business Partner" with the following companies: HP____ Cisco____ Microsoft____ Dell____
 - b) Please indicate on your cost proposal if your company can sell or install goods and services by GA Statewide Contract or by Purchasing Cooperatives.

BY: Signature of Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20__

Notary Public
My Commission Expires: _____

[NOTARY SEAL]



Oconee County Board of Commissioners

Request for Proposal

ATTACHMENT A4

Sample Contract – See attachment 4 for sample contract

**OCONEE COUNTY, GEORGIA
(2018)**

SERVICE CONTRACT BETWEEN OCONEE COUNTY AND

THIS CONTRACT, by and between **OCONEE COUNTY**, a Local Government, hereinafter referred to as the "**COUNTY**", and _____, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.

- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.

- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is _____; provided that changes that require a change in the amount of the contract price, shall require the approval of the Oconee County Board of Commissioners.

2. INDEPENDENT CONTRACTOR STATUS.

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR's** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

- B. The **CONTRACTOR** represents that it is capable of providing the services contracted

for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **OPEN RECORDS**

Offeror acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. If Offeror asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror *must* follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor. The affidavit is subject to review by Oconee County Legal Counsel.

4. **CHANGE ORDERS OR AGREEMENT MODIFICATIONS**

Oconee County may order changes within the general scope of the contract at any time by change order or modification to the purchase order. Changes within the scope of the agreement are generally initiated between contractor and project manager. The project manager will submit a change order request to the Finance Department for administrative approval. Once a signed change order has been submitted to Purchasing, a revised purchase order is issued and distributed. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Oconee County a credit for any savings. Said compensation shall be determined by mutual agreement between Oconee County entity and the contractor in writing.

5. **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.

6. **SERVICES TO BE RENDERED.**

A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of _____pages which has been initialed by the parties, attached hereto, and by this reference incorporated herein.

- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

7. **TERMS OF CONTRACT**

The contract shall begin on _____ and terminate on _____ ;
The County may terminate this contract earlier upon thirty (30) days written notice as stated in the termination clause item number 22. This contract may be renewed up to four (4) successive one year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such Fiscal Year. The execution of all documents is subject to the Chairman's approval.

8. **THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement and conditions of the Contract (General, Supplementary and Other Conditions) Purchase Order, Solicitation Documents and Contractor's Proposal/Bid, including unit price attachment, if any, attachments and exhibits, addenda and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

9. **PERFORMANCE AND PAYMENT BONDS (If Applicable)**

[GA Code § 36-91-70 \(2014\)](#) states that performance bonds shall be required for all public works construction contracts with an estimated contract amount greater than \$100,000.00; provided, however, that a governmental entity may require a performance bond for public works construction contracts that are estimated at \$100,000.00 or less. No public works construction contract requiring a performance bond shall be valid for any purpose unless the contractor shall give such performance bond. The performance bond shall be in the amount of at least the total amount payable by the terms of the contract and shall be increased as the contract amount is increased. Said bonds shall be delivered to the County finance office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid/proposal.

10. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed, including Georgia sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** finance department describing the services performed in sufficient detail to enable the **COUNTY'S** contracting department to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted

detailed invoice.

- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

11. INSURANCE

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured parties. See Exhibit "A" for Oconee County Insurance Requirements.

12. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Oconee County and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity.

13. GOVERNING LAW.

The parties agree that this contract shall be governed by the laws of the State of Georgia and that venue for any action pursuant to this contract, either interpreting the contract or

enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Oconee County, Georgia; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

14. ASSIGNABILITY.

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

15. EQUAL EMPLOYMENT OPPORTUNITY.

- A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:
- (1) Deny an individual any services or other benefits provided under this agreement.
 - (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
 - (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
 - (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining
(1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

16. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

17. 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. 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.

18. COUNTY PUBLIC BENEFIT APPLICATION (SAVE) AFFIDAVIT

Contractors submitting a proposal/bid in response to a solicitation must provide affidavits of citizenship/alien status for "public benefits" as set forth in O.C.G.A. §50-36-1 . Also, O.C.G.A. §50-36-1(e), which became effective January 1, 2012, requires applicants for "public benefits" to provide at least one "secure and verifiable document" of identification.

19. NONAPPROPRIATION OF FUNDS/RENEWAL

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

20. DISPUTES

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the

- contract is with ; and
- e. be mailed to the Oconee County Board of Commissioner's, P.O. Box 1527, Watkinsville Georgia 30677, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

21. WAGE AND HOUR COMPLIANCE.

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

22. DEFAULT/TERMINATION/DAMAGES.

The parties hereto agree that TIME IS OF THE ESSENCE of this contract.

- A. Termination for Cause: If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** thirty (30) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR'S** breach to the extent they are adequate.
- B. Termination for Convenience: Either party may cancel the contract, without fault, by giving the other party thirty (30) days written notice.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

23. OWNERSHIP OF WORK PRODUCTS.

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the **COUNTY'S** property.

24. CRIMINAL HISTORY CHECKS

The **CONTRACTOR** agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and

assistant coaches) has been completed prior to unsupervised contact with a minor. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of a criminal history check for each individual.

IN WITNESS WHEREOF, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

DATED: _____, **2018.**

**OCONEE COUNTY
BOARD OF COMMISSIONERS**

**INSERT CONTRACTOR/BIZ NAME
HERE**

Chairman: John Daniell

Insert Name of Signer Here

Date

Date

Attest: Kathy Hayes

(Seal)

County Seal



Oconee County Board of Commissioners

EXHIBIT

A. Oconee County Insurance Requirements

Exhibit A

Oconee County Insurance Requirements

The following recommended minimum insurance limits apply to vendors doing business with the Oconee County Board of Commissioners. The Standard Insurance Limits are recommended for all procurements of goods and ancillary services. The specific requirements for vendors providing high risk services supersede the Standard Insurance Limits. Coverage types and limits are recommended minimums and should be increased as appropriate based on contract value and potential risks to the County.

To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.¹

Important:

All policies shall contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof.

All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

¹ 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.

-
- Certificate Holder should read:
Oconee County Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677
 - Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.
 - Contractor shall incorporate a copy of the 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.
 - 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.

Exhibit A

- 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.
- 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.
- The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

Workers Compensation (WC):	Statutory Limits – required in all contracts
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
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
Automobile Liability	
Combined Single Limit	\$ 1,000,000

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS

Commercial General Liability (CGL):

Exhibit A

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

Automobile Liability

Combined Single Limit	\$ 3,000,000
Professional liability	\$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

2. Asbestos Abatement:

Workers Compensation (WC): **Required for all Contracts**
NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 3,000,000
-----------------	--------------

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

Exhibit A

3. **Building Remodeling and Construction:** This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000 (per project)
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Property Coverage or Builders Risk Policy	Equal to or greater than the existing building limit if performing renovations.

If hazardous substances are involved:

Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Other specific coverage requirements / levels may exist depending on project size, scope, and type.

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

4. **Consulting Services:**

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS

Exhibit A

6. **Elevator Maintenance** (includes all passenger and freight elevators):

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
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
Automobile Liability	
Combined Single Limit	\$ 1,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.

7. **Food Service:**

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
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
Liquor Liability (When applicable)	\$ 1,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

Exhibit A

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and liquor liability policies.

8. Information Technology: See Standard Insurance Limits and Professional Liability insurance which includes Errors and Omissions coverage.

9. Landscaping / Lawn Care:

Workers Compensation (WC): **Required for all Contracts**
NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and environmental impairment liability policies.

Exhibit A

10. **Medical/Therapist Services** (including optical and laboratory): This includes all contracted medical services, including but not limited to, assisted physician services, laboratory equipment maintenance, and patient testing.

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
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
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional liability (malpractice)	\$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

11. Pest Control:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
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

Exhibit A

Automobile Liability

Combined Single Limit	\$ 1,000,000
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional environmental impairment liability policies.

12. **Recreational Services:** This includes a broad range of contracted services, including, but not limited to, golf course management, amusement services, pyrotechnic display, camps and clinics not sponsored by the agency.

Workers Compensation (WC): **Required for all Contracts**
NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
Umbrella Liability	\$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.

13. **Refuse Transportation and Disposal:** See the "Solid Waste Collection and Disposal Services of Oconee County, Georgia" for insurance requirements. Document available upon request.

Exhibit A

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and contractor's pollution liability policies.

14. Security:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
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
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional Liability Insurance	\$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and professional liability policies.

15. Staffing Services:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
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

Exhibit A

Automobile Liability

Combined Single Limit

\$ 1,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.