



## Oconee County Board of Commissioners

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### Invitation to Bid

### Floor Coverings Project – Herman C. Michael Park Brannen Building

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ACCEPTANCE DATE: Prior to October 19, 2017; 2:00 PM Thursday “Local Time”

ITB NUMBER: FY1809-08

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

MANDATORY PRE-BID MEETING: Thursday, October 5, 2017; 10:00 AM “Local Time” the Herman C Michael Park Brannen Building, 1051 Elder Road, Bishop, GA 30621.

QUESTIONS regarding this Invitation to Bid shall be received no later than 10:00 AM on Thursday, October 12, 2017.

BID OPENING shall be held in the Commission Chambers, Room 205 at the above reference Main Street address.

REQUESTS FOR INFORMATION related to this Solicitation should be directed to:

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

This document can be downloaded from our web site: [www.oconeecounty.com](http://www.oconeecounty.com)

**September 28, 2017**  
**Oconee County Board of Commissioners**  
**23 N Main Street**  
**Watkinsville, GA 30677**  
**Invitation to Bid (ITB) #FY1809-08**

**Floor Coverings Project**

Sealed bids will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Suite 203, 23 N. Main Street, Watkinsville, GA. 30677, until **2:00 PM on Thursday, October 19, 2017** for the removal of furnishings where required, removal and disposal of existing floor covering, installation of new carpet tiles and re-installation of any furniture removed for work. The detailed Scope of Work and Technical Specifications are outlined in the bid documents. A bid bond is not required.

At that time, date, and place given above, Suite 205, the sealed bids will be publicly opened and read aloud. Specifications and bid forms can be obtained from the Office of the Purchasing Officer or the Oconee County Website at [www.oconeecounty.com](http://www.oconeecounty.com).

A mandatory pre-bid meeting will be held at **10:00 AM on Thursday, October 5, 2017** at the **Herman C Michael Park Brannen Building, ,1051 Elder Road, Bishop, GA 30621**. All interested parties are required to attend. The purpose of this meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bidding document. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is mandatory to qualify as a bidder.

Questions regarding this ITB should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us) and shall be received no later than **10:00 AM on Thursday, October 12, 2017**.

The OCBOC reserves the right to cancel this solicitation and/or reject all bids in whole or in part if Oconee County determines that cancellation and/or rejections are advantageous to the County. bids are legal and binding upon the Bidder when submitted. It will also be the responsibility of each Bidder to obtain any addenda issued from the Purchasing Office. The written ITB and Addenda documents supersede any verbal or written prior communications between the parties.

Oconee County Board of Commissioners  
Honorable John Daniell, Chairman



**ITB #FY1809-08**

**Floor Coverings Project – Herman C. Michael Park  
Brannen Building  
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**Exhibit A**

**1. Oconee County Insurance Requirements**

**Attachment A**

**1. Bidder’s Checklist & Attached Forms**

**Attachment B**

**1. Johnsonite Cove (or equal) Wall Base**

**2. Patcraft Mid Century Mad Orbital (or equal) Carpet Squares**

# **Section I**

## **General Instructions**

**Bid Control Number FY1809-08**



**Floor Coverings Project – Herman C. Michael Park  
Brannen Building**

**Oconee County Board of Commissioners**  
**Invitation to Bid#FY1809-08**  
**FLOOR COVERINGS PROJECT**  
**Herman C. Michael Park – Brannen Building**

**SECTION I – GENERAL INSTRUCTIONS**

**A. GENERAL INFORMATION**

1. Oconee County Board of Commissioners is issuing this Invitation to Bid (ITB) to solicit services from qualified contractors to provide all materials, labor, tools, equipment and appurtenances necessary for removal of furnishings where required, removal and disposal of existing floor covering, installation of new carpet tiles and re-installation of any furniture removed for work. Specifications are detailed under Section III.
2. A mandatory pre-bid meeting will be held at **10:00 a.m. on Thursday, October 5, 2017** at the Herman C Michael Park Brannen Building, ,1051 Elder Road, Bishop, GA 30621. All interested parties are required to attend. The purpose of this meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bidding document. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is mandatory to qualify as a bidder.

**B. BRAND OR MANUFACTURER'S REFERENCE**

The County has determined that any manufacturer's brand defined in the ITB 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. Bids for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model unless "No Substitutions" has been noted in the bid documents. The County reserves the right to determine products and support of equal value.

**C. DISCREPANCIES**

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

**D. VENDOR REGISTRATION AND BID NOTIFICATION**

Applicants are encouraged to sign up for Oconee County's new registration system, which is powered by Vendor Registry. The system allows a vendor to register quickly and update details such as the types of products and services provided as well as vendor contact information. This will enable the County and Vendor Registry to notify an applicant of important bid opportunities in the future. Bids are not rejected for a failure to register. Applicants may register, or check if they are registered, as follows:

- Please visit our website at [www.oconeecounty.com](http://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

For assistance, please call (865) 777-4337

#### E. SUBCONTRACTORS

All applicants shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful Bidder’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.

#### F. OPEN RECORDS

1. All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Oconee County Board of Commissioners. All such materials shall remain the property of Oconee County and will not be returned to the Bidder.
2. If the Contractor has notified the Purchasing Office that the Contractor’s submittal contains trade secrets and commercial or financial information, which is privileged and confidential, those portions of the submittal shall be protected and shall not be released outside of the Government. The title page and each page containing proprietary information must be marked.

#### G. BID REQUIREMENTS

##### 1. Applicant Qualifications

- i. The submittal shall include a completed Statement of Qualifications.
- ii. Oconee County may make any investigations deemed necessary to determine Applicant’s ability to perform the Work, and Applicant shall furnish all information and data requested by the County. The County reserves the right to reject any bid from any Applicant that the County

considers not properly qualified to carry out Agreement obligations or able to satisfactorily complete the Work on schedule.

- iii. If Applicant does not have offices in the State of Georgia, such Applicant shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

2. Examination of Bid Documents and Site

- a. Before submitting a bid, each Applicant shall:
  - i. Examine the Bid Document Package thoroughly.
  - ii. Become familiar with local conditions affecting cost or Work progress or performance.
  - iii. Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost or Work progress or performance
  - iv. Study and carefully correlate Applicant's observations with the Bid Document Package.
  - v. Notify the County concerning conflicts, errors, or discrepancies in Bid Document Package.
- b. On request, the County may provide each Applicant access to the site to conduct investigations that Applicant deems necessary in order to submit bid.
- c. Bid submission will constitute **incontrovertible** representation that Applicant understands and has complied with requirements contained in this Article 2, and that Applicant has read and understood the Bid Document Package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform Work.

3. Copies of Bid Documents

- a. The ITB Document Package includes the Advertisement, Sections I - III, all Attachments, Exhibits, and Addenda issued during the solicitation period.
- b. Complete sets of ITB Documents shall be used in preparing bids. The County assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of Bid Documents.

c. The County, in making ITB Documents available on the above terms, does so only to obtain Bids on Work and does not confer license or grant for any other use.

d. Any part of the ITB Documents may be modified by Addenda.

#### H. CONTACT PERSON

Contractors are encouraged to contact **Karen T. Barnett, CPPB, Purchasing Officer by email [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us)** to clarify any part of the ITB requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the contractor's submittal.

Contractors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1.) through the Purchasing Officer named herein, or 2.) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any vendor violating this provision.

#### I. ADDENDA and INTERPRETATIONS

a. Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.

***b. Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the Bid submittal. Bid submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.***

c. Replies will be issued by Addenda mailed or delivered to parties recorded by Oconee County as having received Bid Document Package. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

d. Addenda may be issued to modify the Bid Document Package as deemed necessary by Oconee County.

#### J. TIMETABLE

The anticipated schedule for the ITB is as follows:



ITB Released :	September 28, 2017
Pre-Bid Meeting @ Brannen Bldg	October 5, 2017 at 10:00 AM EST
Deadline for Project Questions: Contact:	October 12, 2017 at 10:00AM EST
<a href="mailto:kbarnett@oconee.ga.us">kbarnett@oconee.ga.us</a>	
Deadline for Addenda posted on OC Website <a href="http://www.oconeecounty.com">www.oconeecounty.com</a> under Bid Opportunities:	October 16, 2017 at 2:00PM EST
Bid Submittal Deadline	October 19, 2017 at 2:00:00PM EST
Tentative Award Date	Tuesday November 7, 2017

Chart 1

**K. BID SUBMISSIONS**

1. **A total of three (3) sealed bids**; one (1) unbound original and two (2) copies of the completed, signed bid must be received no later than **Thursday, October 19, 2017 AT 2:00:00 PM, EASTERN STANDARD TIME (ETA)**. Bids must be submitted in a **sealed envelope** stating on the outside, the Contractor's name, address, Bid #**FY1809-08 ITB FLOOR COVERINGS PROJECT BRANNEN BLDG.**

Oconee County Board of Commissioners  
**Attention: Purchasing Officer**  
 23 N. Main Street, **Suite 203**  
 Watkinsville, GA 30677

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

Items Bid must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to **Thursday, October 19, 2017 AT 2:00:00 PM Local Time**, at which time they will be publicly opened and read aloud in the Commission Chambers, ROOM 205 of the Oconee County Courthouse, 23 N. Main St., Watkinsville, GA 30677. ITB Documents are available upon request from the Oconee County Purchasing Office or by accessing the County's Website at [www.oconeecounty.com](http://www.oconeecounty.com).

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 designation. Late proposals properly addressed to the Oconee County Board of Commissioners shall be returned to the respondent unopened.

2. **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 North Main becomes Georgia Highway 15). The Oconee County Courthouse is on the right side of the street. Public parking is in back of the Courthouse.

3. **County Forms and Documents**

In Attachment A of the ITB 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 bid.

1. Each Bid shall contain the following completed forms. County forms must be used without substitution unless otherwise specified. They are:
  - a) Addenda Acknowledgement Form
  - b) Vendor's Information Sheet
  - c) Local Business Initiative Affidavit
  - d) Execution of Bid
  - e) Bidder's Certification and Non-Collusion Affidavit:
  - f) Drug-Free Workplace Certificate
  - g) *Georgia Security and Immigration Compliance Act Affidavit\**
    - Contractor Affidavit
    - Sub-Contractor Affidavit
  - h) List of Subcontractors
  - i) References Form
  - j) W-9 (Form not provided)
  - k) Current copy of Certificate of Insurance (Form not provided)

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

4. **More than one Bid** received for same work from individual, firm, partnership, corporation, or association under same or different names will not be considered. Reasonable grounds for believing any Applicant is interested in more than one Bid for same work will cause the County to reject all Bids from Applicant. If the County believes collusion exists among Applicants, bids from participants in collusion will not be considered.
5. **Conditions, limitations, or provisions** attached by the Applicant to the Bid Forms may cause its rejection. Bids containing Items not included in the form of Bids will be considered irregular.

L. INSURANCE AND BOND REQUIREMENTS

The Contractor is responsible for all personal/liability insurance and worker's compensation coverage for himself and all employees as described in Exhibit A of this ITB. Bid Bond and Payment and Performance Bonds are not required.

M. MODIFICATION AND WITHDRAWAL OF BIDS

1. Withdrawal Prior to Time for Receiving Bids – Bids may be modified or withdrawn by appropriate document duly executed (in manner Bid must be executed) and delivered to place where Bids are to be submitted at any time prior to deadline for submitting bids. Bid Withdrawals will not prejudice Applicant's rights to submit new Bid prior to bid Date and Time.
2. Withdrawal After Time for Receiving Bids - After period for receiving Bids has expired, no Bids may be withdrawn, modified, or explained except as provided for in item “O” below.

N. OPENING OF PROPOSALS

Bids will be publicly opened and names of submitting firms and costs will be read at **2:00:00 p.m. on Thursday, October 19, 2017**. A list of submitting firms and cost will be available on October 20, 2017 by emailing Ms. Karen Barnett at [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us) or checking the County's website at [www.oconeecounty.com](http://www.oconeecounty.com).

O. BIDS TO REMAIN OPEN

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

P. AWARD OF PRICE AGREEMENT/CONTRACT

1. To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject any and all Bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate Bids, incomplete or unbalanced unit prices, or other irregularities. In case of error in the extension of prices in the Bid, the unit price will govern. No bid shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the contractor in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after verification is made by the Applicant. However, under no circumstances can unit prices be changed.

2. Contract will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject Bids or award Bids 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 Bids 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 Bids from any Applicant not passing evaluation.
5. The County will award the project 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 in order to provide goods and/or services for Oconee County.
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. See Exhibit A for Oconee County Insurance Requirements.

R. CONTRACT TIME

The Work shall be completed within thirty (30) calendar days, unless otherwise noted.

S. DEFINITIONS:

1. Addendum: A change, addition, alteration, correction, or revision to a bid or contract document.
2. Bid Schedule/Form: The form in which the cost is submitted by a bidder for an invitation for bid.
3. Contractor: The party in a contract responsible for performing the service defined in the contract.
4. Invitation for Bid: All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.
5. Responsive Bidder: A person who has submitted a bid that conforms to all material respects to the invitation for bids.

6. Responsible Bidder: A person who has the capacity, in all respects, to perform the contract requirements fully and the moral and business integrity and reliability to assure good faith performance.
7. Qualified Vendor: One who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within these specifications.

T. SIGNATURE REQUIRED:

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids. A VALID BID OFFER MUST BE SIGNED.

U. EVALUATION AND AWARD CRITERIA:

1. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
2. The County reserves the right to make an award as deemed in its best interest and to a single bidder.

V. PATENT INDEMNITY:

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

K. COMPLIANCE WITH LAWS AND ELIGIBILITY:

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof. The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the

County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service. General Contractors shall be required, by State Law, to submit his or her general contractor license number and the identity of any business organization for which such applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

L. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the supplier may make notes to those areas, but may not materially alter any document language.

M. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, vehicles, or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. In addition, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.

N. GUARANTEE:

Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operations of County business.

O. 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.

P. RULE FOR AWARD:

Bid will be awarded to the responsive and responsible bidder with the lowest 'per unit' or "Lump Sum" price (which ever may apply).

Q. 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 Invitation for Bid and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

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

1. During the performance of this contract, the contractor agrees as follows:
  - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

R. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a Bid package in response to this ITB must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- a) A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- b) By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
  - (1) The affiant has registered with and is authorized to use the federal work authorization program;
  - (2) The user identification number and date of authorization for the affiant;
  - (3) The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  - (4) Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - (5) 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.
- c) Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

S. PLEASE SEND ALL INVOICES TO:

THE OCONEE COUNTY BOARD OF COMMISSIONERS  
FINANCE DEPARTMENT  
P. O. BOX 1527  
WATKINSVILLE, GA 30677

Proposals shall be mailed or delivered to:

THE OCONEE COUNTY BOARD OF COMMISSIONERS  
FINANCE OFFICE-PURCHASING DIVISION  
23 N. MAIN STREET  
P. O. BOX 1527  
WATKINSVILLE, GA 30677

END OF INSTRUCTIONS TO BIDDERS



# **Section II**

## **General Terms and Conditions**

**Bid Control Number FY1809-08**



**Floor Coverings Project – Herman C. Michael Park  
Brannen Building**

**Oconee County Board of Commissioners**  
**Invitation for Bid#FY1809-08**  
**FLOOR COVERINGS PROJECT**  
**Herman C. Michael – Brannen Building**

**SECTION II – GENERAL TERMS AND CONDITIONS**

**A. CONTRACT AND CONTRACT DOCUMENTS**

The Invitation for Bid and Contractor's Bid shall form part of the Purchase Order, and the provisions thereof shall be as binding upon the parties.

**B. MATERIALS, SERVICES AND FACILITIES**

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

2. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

**C. CONTRACTOR'S TITLE TO MATERIALS**

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

**D. INSPECTION AND SUPERVISION**

The work under this contract shall be done in accordance with the laws of the State of Georgia and under the direct supervision and to the entire satisfaction of Oconee County, Ga. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements. The decision of the Project Manager, upon any question connected with the execution of the work under this contract, and interpretation of the specifications or upon failure or delay of the work by the contractor, shall be final and conclusive.

**E. 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.

F. 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.

G. NOTICES

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

**TO CONTRACTOR**

TBD

**TO COUNTY:**

Oconee County Finance Department  
Division of Procurement  
23 N. Main Street, Suite 206  
Post Office Box 1527  
Watkinsville, Georgia 30677

H. PROCEDURES

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

I. 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.

J. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement; violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

K. WORKMANSHIP

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County.

L. CLEANING UP

The Contractor shall at all times keep the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Department Director

**M. 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.

**N. INVOICING AND PAYMENT**

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

Invoices shall be submitted to:

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

All such invoices will be paid within thirty (30) days of final inspection by the County unless other payment terms have been detailed in writing prior to the start of project. Should 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.

**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. ASSIGNMENT OF CONTRACT

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

Q. CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved
- (b) An agreed lump sum
- (c) The actual cost of:
  - (1) Labor, including foremen;
  - (2) Materials entering permanently into the work;
  - (3) The Ownership or rental cost of construction, plant and equipment during the time of use on the extra work;
  - (4) Power and consumable supplies for the operation of power equipment;
  - (5) Insurance;
  - (6) Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

R. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the

Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the established contract time for the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, \$200.00 for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

S. CORRECTION OF WORK

(a) All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of Oconee County, Ga. Oconee County, GA. shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction fail to meet their approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.

T. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations under this contract.

U. TERMINATION

Subject to the provisions below, this Agreement may be terminated by the County

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

- a) Termination for Convenience-  
The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.
- b) Termination for Cause-  
In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.
- c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years-  
If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

#### V. BID BONDS, PERFORMANCE AND PAYMENT BONDS

**If required in the Invitation for Bid**, each bidder must deposit with his bid a Bid Bond or Certified Check for five percent (5%) of the total bid amount, and a Consent of Surety form from a surety company licensed to do business in the State of Georgia. The Consent of Surety shall state that upon award of the Agreement, a Performance and Payment Bond each for one hundred percent (100%) of the Total Agreement Amount can be furnished. The payment and performance bonds are required before the Notice to Proceed can be issued. **NOT ALL BID SOLICITATIONS REQUIRE A BID BOND. IF THERE ARE ANY QUESTIONS REGARDING BID BONDS, PLEASE CONTACT THE PROCUREMENT OFFICER.**

#### W. 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.

#### X. AGREEMENT

Each Bid 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 Bidder and the County which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

- a) The Board of Commissioners may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the Board, and may be amended with the issuance of a change order under the signature of the Chair.

- b) “no parole evidence”- prohibits oral modifications to the contract or allowance for past practices by the County.
- c) Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

Y. AUTHORITY TO BIND FIRM IN AGREEMENT (Bidder’s Affidavit)

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN AGREEMENT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. *See Mandatory Forms section*

Those authorized to sign are as follows:

- a) If a sole proprietorship, the owner may sign.
- b) If a general partnership, any general partner may sign.
- c) If a limited partnership, a general partner must sign.
- d) If a limited liability company, a “member” may sign or a “manager” must sign if so specified by the articles or organization.
- e) If a regular corporation, the CEO, President or Vice-President must sign.
- f) Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid. This document is included in the bid package for your convenience.

END OF SECTION II



# **Section III**

## **Work Scope**

**Bid Control Number FY1809-08**



**Floor Coverings Project – Herman C. Michael Park  
Brannen Building**

**Oconee County Board of Commissioners**  
**Invitation for Bid#FY1809-08**  
**FLOOR COVERINGS PROJECT**  
**Herman C. Michael – Brannen Building**  
**WORK SCOPE**

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**SECTION III – WORK SCOPE**

**A. SCOPE OF WORK**

Oconee County is seeking a qualified contractor to provide all materials, labor, tools, equipment and appurtenances necessary for removal of furnishings where required, removal and disposal of existing floor covering, installation of new carpet tiles and re-installation of any furniture removed for work. The detailed Scope of Work outlined below:

1. Remove existing metal expansion plate around wooden gym floor.
2. Remove existing cove base.
3. Remove existing carpet.
4. Remove excess adhesive and prepare the floor with filler/leveler as needed.
5. Install new carpet (specifications attached for the preferred product) contractor to provide this product or equivalent.
6. Replace the metal expansion plate, ensuring all screws are securely anchored.
7. Replace cove base (specifications attached for the preferred product) contractor to provide this product or equivalent.
8. Remove and offsite disposal of all demolition and construction debris.
9. Clean up the jobsite leaving it as found.

The Work Scope, as may be modified by written addendum issued by the County, will be made part of this Agreement.

**B. CONTRACTOR REQUIREMENTS**

1. Contractors interested in providing FLOOR COVERINGS FOR THE OCONEE COUNTY BRANNEN BUILDING shall prepare a written bid to include, but not be limited to, the following terms and conditions:
  - a. Contractor must be an established business with a minimum of five (5) years of floor coverings experience.
  - b. Contractor shall provide three (3) references, preferably to do with similar type of work.
  - c. Contractors shall include a list of all subcontractors, if any, with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder 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.

C. WORK SCHEDULE

Oconee County's "normal business hours" are defined as being: **8:00 AM to 5:00 PM**, Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered "outside normal business hours". **This project may need to be scheduled outside normal business hours due to park activities. The scheduling will be discussed further at the pre-bid meeting.**

D. SAFETY REQUIREMENTS

Bidder 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 and all necessary safeguards for the protection of the workmen.

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.

F. PRICING

1. Bidder must complete and sign the Bidder's Cost Form.
2. Pricing shall remain as bid for 60 days
3. County payment terms are net 30 – one (1) payment.

Oconee County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Oconee County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive contractor.

G. SEE SEPARATE ATTACHMENT ON TECHNICAL SPECIFICATIONS

1. Johnsonite Cove (or equal) Wall Base
2. Patcraft Mid Century Mad Orbital (or equal) Carpet Squares



## **Oconee County Board of Commissioners**

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### **Invitation to Bid**

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#### **EXHIBIT A**

1. 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.<sup>1</sup>

**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.

<sup>1</sup> 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.

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- 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.

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**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

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**B. HIGH RISK INSURANCE LIMITS**

**1. Ambulance Service:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>

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.

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

Each Occurrence	\$ 3,000,000
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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

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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):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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.

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4. **Consulting Services:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>





Exhibit A

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

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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.

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7. **Food Service:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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.

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

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**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
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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.

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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
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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.

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**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.

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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.

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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.

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**14. Security:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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.

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**15. Staffing Services:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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.



## **Oconee County Board of Commissioners**

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### **Invitation to Bid ITB #FY1809-08 Floor Coverings Project – Brannen Building**

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#### **ATTACHMENT A**

1. Bidder's Checklist & Required Forms





**ITB #FY1809-08**  
**Floor Coverings Project – Brannen Building**  
**Bidder’s Checklist**

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

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

**ITEM DESCRIPTION**

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- Bidder’s Checklist
- Addenda Acknowledgement Form
- Bid Schedule
- Bidder’s Information Form
- Bidder’s Local Business Initiative Affidavit
- Bidder’s Reference Form
- Execution of Bid Submittal
- Bidder’s Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia’s Security and Immigration Compliance Act Affidavit
  - Contractor Affidavit
  - Subcontractor Affidavit (if applicable)
- Sub-Contractor’s List
- Copy of Current Insurance/Certificate of Insurance
- Copy of Any Licenses/Certifications Requested within ITB (General Contractor’s License)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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



**ITB #FY1809-08**  
**Floor Coverings Project – Brannen Building**  
**Addenda Acknowledgement**

The Bidder has examined and carefully studied the Invitation for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

**OCONEE COUNTY  
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION**

**BID RESPONSE FORM/COST SCHEDULE  
BID CONTROL NUMBER ITB#FY1809-08  
Floor Coverings Project-Herman C. Michael – Brannen Building**

Please use this Bid Response Form to indicate the cost for this project. Your total cost must include **ALL** fees, travel, and any other costs needed to complete the project. Also, please include a detailed breakdown for all costs.

I certify that the proposed costs(s) are 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 response, I also certify that the BIDDER 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.

We have included all required documents required per the Bidder's Instructions and Specifications.

The BIDDER has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this response and any attachments, if required.

**DO YOU HAVE A BUSINESS LICENSE IN OCONEE COUNTY?** \_\_\_\_\_

**BUSINESS LICENSE#** \_\_\_\_\_ **FEDERAL TAX ID#** \_\_\_\_\_

**INDICATE LEGAL FORM OF BIDDER:**

**Corporation**\_\_\_\_ **Partnership**\_\_\_\_ **Individual**\_\_\_\_ **Other (specify)** \_\_\_\_\_

**Do you plan to subcontract any portion of this project?** Yes \_\_\_\_ No \_\_\_\_

**THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY OCONEE COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS:**

Lump Sum Price\$ \_\_\_\_\_

**WRITTEN PRICE** \_\_\_\_\_

\_\_\_\_\_  
(Contractor/Bidder, Title)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Signature/ Date)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Phone/Fax)



**ITB #FY1809-08**  
**Floor Coverings Project – Brannen Building**  
**Bidders Information Form**

1. Legal Business Name \_\_\_\_\_

2. Street Address \_\_\_\_\_

3. City, State & Zip \_\_\_\_\_

4. Billing Address \_\_\_\_\_

5. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_  
(Association, Corporation, Partnership, Limited Liability Company, etc)

6. Name & Title of Authorized Signer: \_\_\_\_\_

7. Primary Contact \_\_\_\_\_

8. Phone \_\_\_\_\_ Fax \_\_\_\_\_

9. E-mail \_\_\_\_\_ Company Website \_\_\_\_\_

10. 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 BID**



**ITB #FY1809-08**

**Floor Coverings Project – Brannen Building  
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 bid submittal. If your business is NOT local, please complete only those areas marked with an asterisk (\*)



**ITB #FY1809-08**

**Floor Coverings Project – Brannen Building  
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 bid.

**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 BID**



**ITB #FY1809-08**  
**Floor Coverings Project – Brannen Building**  
**Execution of Bid**

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 Invitation for Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe 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 BID**



**ITB #FY1809-08**

**Floor Coverings Project – Brannen Building  
Bidder’s Certificate and Statement of Non-Collusion**

I \_\_\_\_\_ certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid 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 bid 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 **ITB #FY1809-08 Brannen Building Floor Coverings Project** was issued except: 1) through the Purchasing Office 2) at the Pre-Bid Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any Contractor violating this provision.**

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

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

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

\_\_\_\_\_  
Date

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

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





**ITB #FY1809-08**  
**Floor Coverings Project – Brannen Building**  
**Drug-Free Workplace**

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

---

Whose address is:

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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 \_\_\_\_\_,

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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 BID**



**ITB #FY1809-08**

**Floor Coverings Project – Brannen Building  
Georgia 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](mailto:kbarnett@oconee.ga.us)



**ITB #FY1809-08**

**Floor Coverings Project – Brannen Building  
Immigration and Security Form**

**Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

<b>Contractor's Name:</b>	
<b>County Solicitation Number</b>	<b>ITB#FY1809-08</b>

**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 <sup>TM</sup> 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





**ITB #FY1809-08**

**Floor Coverings Project – Brannen Building  
Immigration and Security Form**

**Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>County Solicitation Number:</b>	<b>ITB#FY1809-08</b>

**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 <sup>TM</sup> 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



**ITB #FY1809-08**

**Floor Coverings Project – Brannen Building  
Subcontractors**

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

**SUBCONTRACTOR ONE**

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

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

**Contact Person and Title:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**SUBCONTRACTOR TWO**

**Name:** \_\_\_\_\_

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

**Contact Person and Title:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**SUBCONTRACTOR THREE**

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

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

**Contact Person and Title:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

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



## **Oconee County Board of Commissioners**

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### **Invitation to Bid ITB #FY1809-08 Floor Coverings Project – Brannen Building**

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#### **ATTACHMENT B**

1. Johnsonite Cove (or equal) Wall Base
2. Patcraft Mid Century Mad Orbital (or equal) Carpet Squares

**Traditional & Perceptions™ Wall Base**

**1. PROPRIETARY PRODUCT/MANUFACTURER**

**1.1. Proprietary Product: Thermoplastic Wall Base**

**1.2. Manufacturer:**

Johnsonite, Inc.	Phone	(800) 899-8916
16910 Munn Road		(440) 543-8916
Chagrin Falls, Ohio 44023	Tech:	Ext 9297
Web: www.johnsonite.com	Samples:	Ext 9299
Email: info@johnsonite.com	Fax:	(440) 543-8920

**1.3. Proprietary Product Description:**

**1.3.1. Construction:** Johnsonite Traditional Wall Base is manufactured from a proprietary rubber formulation designed specifically to meet the performance and dimensional requirements of ASTM F-1861, Type TV and TP, Group 1 (solid), Style A and B, Standard Specification for Resilient Wall Base.

**1.3.2. Physical Characteristics:**

**Rubber Wall Base**

- **Traditional:** DC-XX with toe (coved) or DCT-XX for toeless (straight), 0.125" (3.17 mm) thickness, 2-1/2" (6.35 cm), 4" (10.16 cm), 4 1/2" (11.4 cm) or 6" (15.24 cm) height

Available in 4' (1.22 m) straight lengths and 120' (36.58 m) coiled lengths. The 6" (15.24 cm) high profile available in 4' (1.22 m) straight lengths and 100' (30.48 m) coiled lengths

- **Wall Art:** WA-XX w/toe (coved), 0.125" (3.17 mm) thickness, 4" (10.16 cm) height

Available in 4' (1.22 m) straight lengths only

- **Inside and Outside Corners** available with 4" (10.16 cm) returns packaged 25 per carton, add LIC (Inside corners) or LOC (Outside corners)

**Vinyl Wall Base**

- **Traditional:** CB-XX with toe (coved) or CBT-XX toeless (straight), 0.125" (3.17 mm) or 0.080" thickness, 2-1/2" (6.35 cm), 4" (10.16 cm), or 6" (15.24 cm) height

Cartons size: Available in 4' (1.22 m) straight lengths and 120' (36.58 m) coiled lengths. The 6" (15.24 cm) high profile available in 4' (1.22 m) straight lengths and 100' (30.48 m) coiled lengths

- **Inside and Outside Corners** available with 4" (10.16 cm) returns packaged 25 per carton, add LIC (Inside corners) or LOC (Outside corners)

**Perceptions™ Rubber Wall Base**

- **Recess (RWDC with angled toe or RWDCT for straight):** 0.125" (3.17 mm) thickness, 4-1/4" (10.8 cm) height, available in 120' (36.58 m) coiled lengths (or special order 4' straight lengths)
- **Royale (RWDC-XX-E):** 0.125" (3.17 mm) thickness, 4-1/4" (10.8 cm) height, 120' (36.58 m) coiled lengths (or special order 4' straight lengths).
- **Flex (RWDC-XX-F):** 0.125" (3.17 mm) thickness, 4-1/4" (10.8 cm) height, 120' (36.58 m) coiled lengths (or special order 4' straight lengths)
- **Contour (RWDC-XX-G):** 0.125" (3.17 mm) thickness, 4-1/4" (10.8 cm) height, 120' (36.58 m) coiled lengths (or special order 4' straight lengths)
- **Inside and Outside Corners** available with 4" (10.16 cm) returns packaged 25 per carton, add LIC (Inside corners) or LOC (Outside corners)

**2. PRODUCT PERFORMANCE AND TECHNICAL DATA**

- Meets or exceeds the performance requirements for resistance to heat/light aging, chemicals, and dimensional stability when tested to the methods, as described, in ASTM F-1861.
- **Flexibility:** Will not crack, break, or show any signs of fatigue when bent around a 1/4" (6.4 mm) diameter cylinder.
- **Chemical resistance (ASTM F 925):** Passes – 5% acetic acid, 70% isopropyl alcohol, mineral oil, 5% sodium hydroxide solution, 5% hydrochloric acid solution, 5% sulfuric acid solution, 5% household ammonia solution, and 5.25% household bleach solution
- **Resistance to light (ASTM F 1515):** ΔE < 8
- **Fire Resistance:**

**Vinyl Wall Base**

ASTM E 84/NFPA 255 (Flame/Smoke) – Class B, < 450  
ASTM E 648 (NFPA 253): Critical Radiant Flux – Class I

**Rubber Wall Base**

ASTM E 84/NFPA 255 (Flame/Smoke) – Class A, < 450  
ASTM E 648 (NFPA 253): Critical Radiant Flux – Class I

**3. INSTALLATION**

Johnsonite Wall Base and adhesives must be site conditioned at room temperature for a minimum of 48 hours prior to, during, and after installation. Room temperature must be maintained between 65° and 85°F (18° and 30°C) with HVAC system operating. A minimum temperature of 55°F (13°C) must be maintained afterwards. The ambient relative humidity should be between 40% and 60%.



**Traditional & Perceptions™ Wall Base**

All walls must be clean, smooth, flat and dry. The surface must be free of all dust, loose particles, solvents, paint, grease, oil, wax, alkali, sealing/curing compounds, old adhesive, and any other foreign material, which could affect installation. Remove existing adhesive mechanically – do not use chemical adhesive removers or solvents. Fill all depressions, cracks, and other surface irregularities with a good quality patching compound.

Caution: Do not use liquid solvents or adhesive removers.

Do not install Johnsonite BaseWorks Wall Base over vinyl wall coverings.

Do not install Johnsonite Wall Base over non-porous surfaces with Johnsonite 960 Wall Base Adhesive. For non-porous surfaces apply Johnsonite 946 Premium Contact Adhesive.

For current Installation and Maintenance Instructions, Product Specifications, and other technical data, visit us on the web at [www.johnsonite.com](http://www.johnsonite.com) or contact Johnsonite at 800-899-8916.

**3.1. Adhesives:**

**960 Cove Base Adhesive (porous surfaces)**

Approximate coverage:

- 2 ½" high – 300 to 350 linear feet/gallon
- 4" high – 200 to 250 linear feet/gallon
- 6" high – 100 to 150 linear feet/gallon

**946 Premium Contact Adhesive (non-porous surfaces)**

Application: Brush or roller

Approximate coverage:

- 1 kg Unit (0.95 Qt) – 24 to 36 sq. ft. per unit
- 6 kg Unit (1.44 Gal.) – 144 to 215 sq. ft. per unit

**3.2. Installation Manual:** Refer to Johnsonite Wall Base Installation Instructions for complete installation details.

**4. AVAILABILITY AND COST**

Available through authorized Johnsonite distributors nationwide.

**5. WARRANTY**

Limited 2 year warranty. For complete details, contact Johnsonite or an authorized Johnsonite distributor.

**6. MAINTENANCE**

Refer to Johnsonite Wall Base Installation Instructions for complete maintenance details.

**7. TECHNICAL SERVICES**

Samples: Submittal samples for verification and approval available upon request from Johnsonite. Samples shall be submitted in compliance with the requirements of the Contract Documents. Accepted and approved samples shall constitute the standard materials which represent materials installed on the project.

## Orbital

### Product Specifications

Collection Name	Mid Century Mad	
Style Number	10379	
Product Type	Modular	
Construction	Multi-Level Pattern Loop	
Fiber Type	Eco Solution Q® Nylon	
Dye Method	100% Solution Dyed	
	<b>English</b>	<b>Metric</b>
Gauge	1/10	39.37 per 10 cm
Stitches Per Inch	10.3	40.55 per 10 cm
Tufted Pile Height	3/32" low - 5/32" high	2.38mm - 3.97mm
Tufted Yarn Weight	14.0	474.68 g/m <sup>2</sup>
Finished Pile Thickness	0.080"	2.03 mm
Total Thickness	0.219	5.56 mm
Product Size	24" x 24"	60.96 cm x 60.96 cm
Density	6300	11.73 kilotex
Protective Treatments	SSP® Shaw Soil Protection	
Primary Backing	Non-Woven Synthetic	
Secondary Backing	EcoWorx® Tile	
GSA Approved Product	Yes 	

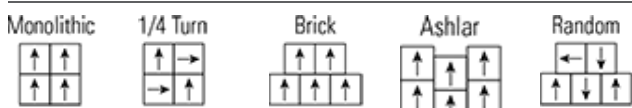
### Performance Specifications

Traffic Class	Heavy (TARR)
Antimicrobial Assessment	Passes (AATCC-174) (When installed using Shaw 5036 adhesive)
Methenamine Pill Test	Passes (DOCF-1-70)
Radiant Panel	Class I (ASTM E-648)
NBS Smoke	Less than 450 (ASTM-E-662)
Electrostatic Propensity	Less than 3.5 kV (AATCC-134)
CRI Green Label Plus	Certified GLP9968
ADA Compliance	This product meets the guidelines as set forth in the Americans with Disabilities Act for minimum static coefficient of friction of 0.6 for accessible routes.

### Warranty Information

Lifetime Commercial Limited

### Installation Methods



transforming performance.



## Environmental Specifications

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Recyclability 100% Recyclable

## Materials

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### Ingredients

Surface Treatments Non C8 Fluorocarbon Chemistry  
does not contain PVC, phthalates, or PBD/PBDE

### Recycled Content

Total Recycled Content (by weight)	45 %
Pre-Consumer	45 %
Post-Consumer	0 %
Bio-Based/Rapidly Renewable Content (By Weight)	0 %
Packaging	100% Recyclable
Country of Origin (manufacturer)	USA

Meets or exceeds all local and national regulations in country of manufacture.

Manufactured in an ISO9001 & ISO14001 certified facility or equivalent.

Recycled content is calculated using system allocation, mass balance, and direct insertion.

The actual recycled content in this product will likely vary. For more information email [info@shawgreenedge.com](mailto:info@shawgreenedge.com).

## Third Party Certifications

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MBDC Cradle to Cradle	Silver Certified
NSF 140	gold certified
CRI Green Label Plus	Certified GLP9968
USGBC LEED	Contributes
Building Research Establishment	Certified
Good Environmental Choice Australia	Certified
Singapore Green Label	Certified 039-003