



## Oconee County Board of Commissioners

### Request for Proposal Number 1907-04

# Enterprise Resource Planning (ERP) System Software and Implementation Services

**QUESTIONS DEADLINE:** Prior to 10:00 A.M., Tuesday, June 12, 2018 "Local Time"

**ACCEPTANCE DATE:** Prior to 2:00 P.M., Tuesday, June 19, 2018 "Local Time"

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

Please submit one (1) unbound original and three (3) copies of the Technical Proposal, one (1) unbound original Cost Proposal and a complete proposal in digital format. All prospective Offerors who are qualified and licensed professionals are invited to submit a proposal. There will be no pre-conference meeting for this solicitation.

**OPENING PLACE TIME:** 2:00:00 P.M.  
Oconee County Board of Commissioners  
Commission Chambers  
23 N. Main Street, Suite 205  
Watkinsville, Georgia 30677

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

This document can be downloaded from our web site: <https://oconeecounty.com/bids>

Issue Date: June 5, 2018

REQUEST FOR PROPOSAL

Enterprise Resource Planning (ERP) System Software and  
Implementation Services

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Prepared By: Karen T Barnett, CPPB  
Purchasing Officer

For: Oconee County Administration Department

# **Enterprise Resource Planning (ERP) System Software and Implementation Services**

## **1 INTRODUCTION**

This is a request for proposal (RFP) for parties interested in providing Enterprise Resource Planning (ERP) System Software and Implementation services to Oconee County, Georgia. This RFP invites sealed proposals according to the requirements set forth in this document. The proposals will be reviewed and evaluated using the selection process described herein.

This RFP is subject to revision after the date of issuance via written addenda. Any such addenda will be posted on the Owner's web site (not distributed directly to potential respondents). It is each Respondent's responsibility to obtain all RFP addenda prior to submitting its proposal.

The Owner will not be liable for any costs incurred by any Respondent or any other party in developing or submitting a proposal.

## **2 COMPETITION INTENDED**

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Officer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Officer must receive such notification no later than five (5) working days prior to the date set for proposals to close.

## **3 ACCURACY OF RFP AND RELATED DOCUMENTS**

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

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

## **4 PROJECT OVERVIEW**

### **4.1 Purpose**

Oconee County (the "County") is soliciting proposals for a comprehensive, integrated Enterprise Resource Planning (ERP) System that not only meets the requirements set forth in this Request for Proposal (RFP), but also is flexible and scalable in order to meet its future business and technology needs.

The purpose of the RFP is to provide interested vendors with sufficient information to enable them to propose and submit proposals for application software that will fulfill the specified information processing needs of the County. Proposals also should include

detailed installation, maintenance and training costs. Please include a list of other services and costs not covered on the maintenance agreement.

The County seeks proposals from all interested software and implementation services suppliers that have proven experience in enterprise resource planning (ERP) systems supporting local government (City, County, etc.).

#### 4.2 Current Technology

Current System	Description	Replace/Upgrade, Integrate, or Either
Finance ERP	Current ERP software is SmartFusion by Harris.	Replace/Upgrade Existing
Utilities	Current software is QS1	Replace/Upgrade Existing
Network	Multiple sites are connected using owned or leased fiber. Wi-Fi connectivity is offered across all sites.	Integrate with Current
Desktops	Desktops use Windows 7 or higher, with upgrades planned to Office 2016 applications and Windows 10. Replacement systems should be compatible with these applications.	Integrate with Current
Payroll	iSolved	Either
Time and Attendance	Timeforce 2 Technology through Isolved	Either
Document Management/Data Storage.	Laserfiche is used as our document management/data storage solution.	Integrate with Current
GIS	Current software is ESRI, using ArcMap, ArcDesktop, ArcCatalog, ArcEditor, and ArcInfo	Integrate with Current
Reporting	Current reporting systems in Smartfusion.	Replace/Upgrade Existing

#### 4.3 Key Elements of Replacement Systems

The County will be assessing key elements of a new ERP system in alignment with organizational objectives and will focus on the following:

- a) The selected software must be compatible with the County's strategic plans.
- b) The selected software should be a commercial off-the-shelf solution that has been successfully implemented recently in public agencies of comparable size.
- c) The selected solution must align with the functional requirements as defined in this RFP.

- d) The County prefers solutions that require no modification to base code, but are highly configurable to meet their needs now and into the future.
- e) The selected software should have an intuitive interface and an easy learning curve to facilitate rapid adoption and minimize the need for external, on-going training services.
- f) The system must be stable, secure and accessible and support business processes, service delivery, and transparency.
- g) Offeror must have an ongoing and sustainable product and corporate strategy to avoid obsolescence.
- h) The selected software should offer comprehensive standard reports and tools for ad hoc reporting and queries by end users
- i) The selected software should foster collaboration and process efficiencies between departments.

## 5 PROFESSIONAL SERVICES REQUIRED

### 5.1 Scope of Services

The specific functional areas under consideration are as follows, which include but are not specifically limited to:

- Financial Module
  - General Ledger
  - Accounts Payable
  - Cash receipting
  - Purchase Order
  - Fixed Assets
  - Budgeting
- HR Module
  - Payroll
  - Human Resources
  - Time and Attendance
- Utility Module
  - Utility Billing
- Planning and Code Enforcement Module
  - Planning
  - Code Enforcement
  - Business Licensing

### 5.2 Evaluation of Proposals

Item	Description	Weight
<b>Software</b>	<ul style="list-style-type: none"> <li>• Breadth of Modules – offers all modules required</li> <li>• Depth of functionality – meets software requirements</li> </ul>	30%
<b>Technology</b>	<ul style="list-style-type: none"> <li>• Integration with other systems – experience and tools offered</li> </ul>	20%
<b>Offeror</b>	<ul style="list-style-type: none"> <li>• Offeror viability, strength, vision, expertise, knowledge, resources</li> <li>• Experience with other government entities of similar size and complexity</li> </ul>	15%

	<ul style="list-style-type: none"> <li>References provided of entities similar in size and complexity</li> </ul>	
<b>Implementation Services</b>	<ul style="list-style-type: none"> <li>Defined and proven implementation methodology</li> <li>Proposed project timeline</li> <li>Organizational strength – staffing resources and qualifications</li> <li>Experience with full implementations with other government entities of similar size and complexity</li> <li>Training process</li> </ul>	20%
<b>Total Cost</b>	<ul style="list-style-type: none"> <li>Total cost of ownership over 10 year time period</li> <li>Software license, subscription, etc</li> <li>Implementation services</li> <li>Maintenance</li> <li>Cost not included under maintenance agreement or initial implementation (i.e. travel, food, lodging, hourly rates)</li> </ul>	15%
	Total	100%

#### 5.2.1 Evaluation

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

#### 5.2.2 Additional or Supplemental Information

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

#### 5.2.3 Termination Of Negotiations

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

#### 5.2.4 Selection

After the evaluation process is complete, the top-ranked Respondent will be either selected for award or offered the opportunity to negotiate the final terms of the agreement. If the Owner determines that the top-ranked Respondent's

proposed final terms of the agreement are not advantageous to the Owner, the Owner may choose to either select or negotiate with the next-ranked Respondent.

### **5.3 Vendor Information**

Please include in your proposal the following information about your product and your company:

- Company
  - Company name
  - Contact person name and title
  - Contact address, phone, and email
- Company Information
  - Public vs. Private
  - Year Founded
  - Office Locations: Headquarters
  - Nearest Regional Office to Oconee County, Georgia
  - Website
  - Employee Count
- Customers
  - Total Customers
  - Total Customers on Proposed Application
  - Total Counties
  - Total Georgia Counties
  - Total Customers similar size
- Version Schedule
  - Current Version and Release Date
  - Next Version and Expected Release Date
  - Update schedule for last three major updates to software

### **5.4 Cost Requirements**

Please include in your proposal the following information regarding the cost of the ERP System and Implementation:

- All costs – All Modules
  - Software License –
    - Financial Module
      - General Ledger
      - Accounts Payable
      - Cash receipting
      - Purchase Order
      - Fixed Assets
      - Budgeting
    - HR Module
      - Payroll
      - Human Resources
      - Time and Attendance
    - Utility Module
      - Utility Billing
    - Planning and Code Enforcement Module
      - Planning

- Code Enforcement
  - Business Licensing
  - Cost – Other Available Modules
  - Cost per named user
- Implementation & Training
  - Total cost for implementation, data conversion, training, report development, integration, travel, etc for each module or set of modules
- Maintenance
  - Total cost per year, years 1-10
- Other Costs
  - First year sum total cost
  - Ten year sum total cost
  - Service and costs not included in initial implementation or covered by maintenance agreement.

### 5.5 Key System Requirements

The following table contains a list of key system requirements for the County’s ERP system. On the left side of the listed requirement is the County’s rating of importance, being Required, Important, Nice to Have, or Explore.

### 5.6 Vendor Rating Definition

- **3 Standard and available in the current release.** Software supports this requirement and can be implemented with minimal configuration at no additional cost. No source code modification is required.
- **2 Meet requirements with minor modification.** Modification maintains application on upgrade path. Testing and production of modifications will be completed by implementation date. Include an estimate for the cost of the modification.
- **1 Available with 3rd party software application.** Indicate name of the application recommended and number of installs jointly completed.
- **0 Not available.** Software will not meet requirement.
- **F Future Release.** Requirement will be available in future release. Indicate anticipated release date: month and year.

### 5.7 Key System Requirements Chart

ERP Software Requirements - Modules	Type	Vendor Rating
General Ledger	Finance	
Accounts Payable	Finance	
Cash Receipting	Finance	
Purchase Order	Finance	
Fixed Assets	Finance	
Budgeting	Finance	
Human Resources	HR	
Payroll	HR	
Timesheets	HR	
Utility Billing	Utility	
Business Licensing	Planning and Code	



Planning	Planning and Code	
Code Enforcement	Planning and Code	

General Requirements	Vendor Rating
Integration across all modules in the system; enter data once, updates all records.	
Compatible with Windows 7 or higher desktop client.	
Role-level security to menu and screen level with ability to mask sensitive data fields, e.g. Tax ID or SSN.	
Microsoft Outlook and Exchange Server integration for Email and workflow approval	
Import/Export to Microsoft Word, Access and Excel; ability to filter data for export.	
Configurable role-based dashboards to present reports, tasks, notifications, approvals drill down to source transactions, etc.	
Audit Trail with user, date and time stamp throughout all modules, with before/after history.	
Ability to view multiple levels of audit history in the application, not just the last change	
Rules-based workflow routing to multiple approvers that can be concurrent or consecutive with prioritization, alerts and electronic signatures. Define out-of-office and backup approver process.	
Indicate strategy for document management within the application including retention.	
Chart of Accounts must be in compliance with State of Georgia's Uniform Chart of Accounts.	
Single vendor master for all integrated modules.	
Support generation of required GASB reporting	
Tools Available to support CAFR reporting	

## 6 RFP SUBMITTALS

### 6.1 General Information

#### 6.1.1 Introduction and General Information

The Oconee County Board of Commissioners seeks to employ a contractor to provide a scope of work for the Administrations Department of Oconee County, Georgia. Contact person shall be the Management Analyst or designated representative after award.

#### 6.1.2 Requirements

The work scope provided is a minimal requirement only. The county will consider any product/service that meets or exceeds the minimum requirements. Proposers shall provide information regarding the proposed product/service for evaluation by the County.

#### 6.1.3 Interpretation

All questions about the definition and intent of the work scope and supplemental terms and conditions shall be directed to the Procurement Officer so designated by Oconee County.

#### 6.1.4 Examination of Site and Work Scope

Before submitting a proposal, each Company should:

- Examine the work scope and supplemental terms and conditions thoroughly.

- Visit the site to familiarize themselves with conditions at each site that may affect the performance of the work.
- Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work;
- Carefully correlate observations with the requirements of the work scope.

## **6.2 RFP Submittals**

### **6.2.1 Management Summary**

Provide a cover letter indicating the underlying philosophy and description of the firm providing the service.

### **6.2.2 Proposal**

Describe in detail how the service will be provided. Include a description of major tasks and subtasks and schedule, if requested. This is the heart of the response and deals with the contractor's ability to define the tasks and activities necessary to meet the objectives outlined in the scope of work.

#### **6.2.2.1 Software**

The proposal should include an adequate description of the modules required, depth of functionality and requirements.

#### **6.2.2.2 Technology**

The proposal should describe how it integrates with other systems and detail all experience and tools offered.

#### **6.2.2.3 Offeror Experience and Capacity**

The proposal should highlight experience with other government entities of similar size, provide references of entities similar in size and complexity and provide Offeror viability, strength, vision, expertise, knowledge, resources.

#### **6.2.2.4 Implementation Services**

The proposal should outline a defined and proven implementation methodology with organizational strength – staffing resources, qualifications and training processes. The proposal should include a proposed project timeline.

### **6.2.3 Acceptance of Conditions**

Indicate any exceptions to the general Instructions and terms and conditions of the RFP document and to insurance, bonding, and any other requirements listed by submitting a copy of the RFP document with the exceptions clearly marked in blue ink. Provide a written document, on company letterhead, with an explanation of the exception(s).

### **6.2.4 Additional Data**

Provide any additional information that will aid in evaluation of the response.

### **6.2.5 Total Cost**

Prepare a separate proposal for the cost of the service. **Proposer is to provide its own cost proposal form.** The total cost should include following:

- The total cost should include following:
- Total cost of ownership over a ten (10) year time-period
- Software license, subscription, etc
- Implementation services
- Maintenance
- Training
- Service and costs not included in initial implementation or covered by maintenance agreement.

#### **6.2.6 Forms**

- The County would prefer that all forms be completed and submitted with the proposal. The Contractor's Affidavit (E-Verify) is a form that is required by the State of Georgia to be submitted at the time of the formal opening. **If you do NOT have the completed contractor's affidavit with your proposal, it will be deemed non-responsive and removed from consideration unless you are exempt.**
- References- A minimum of three (3) references are required. Each reference shall list a point of contact that may be contacted by the County.
- Insurance- Provide a recent photocopy of certification of the firm's insurance coverage.

#### **6.3 *Technical Proposal Package should include:***

1. *Management Summary*
2. *Proposal*
  - a) *Software*
  - b) *Technology*
  - c) *Offeror Experience and Capacity*
  - d) *Implementation Services*
3. *Acceptance of Conditions*
4. *Additional Data*
5. *Forms*

#### **6.4 *The Cost Proposal Package should include:***

1. Cost Proposal in a sealed envelope with "Cost Proposal" plainly marked on the outside. Please include the firms name and address on the envelope.
2. The Cost and Technical Proposals shall be delivered in two separate, sealed containers, properly addressed to the Oconee County Board of Commissioners, with the RFP number, Proposal Due Date and Time, and the Offeror's Name and Address clearly indicated on the containers.

One container shall include one (1) unbound original and three (3) copies of the Technical Proposal and the other container shall include one (1) unbound original Cost Proposal.

A complete proposal, technical and cost, shall be submitted in digital format, such as a thumb drive. The proposal must be delivered to:

Karen Barnett, Purchasing Officer  
Oconee County Courthouse  
Finance Department, Suite 203  
23 N. Main Street  
PO Box 1527  
Watkinsville, Georgia 30677

## **7 INSTRUCTIONS TO PROPOSERS**

### **7.1 Procurement Process**

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

### **7.2 Contract Definitions**

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

**Addendum** – Revision to the RFP documents issued by the County prior to the receipt of proposals.

**Agreement** – refers to the executed contract between the County and Contracting Entity.  
**County** – Oconee County Government and its authorized representatives.

**Contact Person** – Staff designated by the Oconee County Department of Finance to submit any questions and suggestions to.

**Offeror** – the entity of individual submitting a proposal in response to this RFP.

**Owner** – Oconee County Board of Commissioners

**Proposal** – the document submitted by the Offeror in response to this RFP.

**Proposer** – the entity or individual submitting a proposal in response to his RFP.

**Request for Proposal (RFP)** – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

**Responsible Offeror** – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

**Responsive Offeror** – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

**Scope of Work** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

**Subcontractor/sub-consultant** – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

### **7.3 No Contact During Procurement Process**

It is the policy of Oconee County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Administrator's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Officer.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Officer that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and it shall not be considered for award.

### **7.4 Clarification & Addenda**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests, which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. **The County will not respond to requests, oral or written, received after 10:00 A.M. on Tuesday, June 12, 2018**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (Email Preferred) to:

**Oconee County Board of Commissioners**

**Attn: Ms. Karen Barnett**

**Finance Department**

**23 North Main Street, Suite 203**

**Watkinsville, GA 30677**

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

**Fax: 706-310-3574**

**RE: RFP#1907-04 (ERP) System Software and Implementation Services**

Telephone inquiries will not be accepted.

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

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. The Proposers should consider only written responses issued by addendum to this RFP.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Oconee County website, <https://oconeecounty.com/bids>. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **7.5 Term Of Contract**

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

### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in fiscal year 2019, the starting date, as noted on the Notice to Proceed letter and shall end absolutely and without further obligation on the part of the County when the job has been completed and paid in full. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or

supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Should a Maintenance Agreement be associated with this contract, it may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until the County Board of Commissioners has first approved each Renewal Term in writing for the fiscal year of such Renewal Term.

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

**c. Term Subject to Events of Termination**

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

**d. Same Terms**

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

**e. Statutory Compliance Regarding Purchase Contracts.**

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

**7.6 Vendor Registration And Bid Notification System**

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

To Register or check if you are registered:

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

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

**7.7 Subcontractors**

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

## **7.8 Open Records**

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

## **7.9 Examination Of Proposal Documents**

1. Before submitting a Proposal, each offeror shall:
  - a) Examine the Proposal Document Package thoroughly.
  - b) Become familiar with local conditions affecting cost of Work progress or performance.
  - c) Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or Work progress or performance.
  - d) Study and carefully correlate Applicant's observations with the Proposal Document Package.
  - e) Notify the County concerning conflicts, errors, or discrepancies in Proposal Document Package.
2. Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Oconee County's "**No Contact During Procurement**" policy and shall only contact the person designated by the RFP.

## **7.10 Copies Of Proposal Documents**

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



## 7.11 Submission of Proposals

### 1. Sealed Proposal

**Please submit one (1) unbound original, three (3) copies and (1) complete proposal in electronic format.** Proposals shall be submitted in a sealed envelope marked on the outside with the project name, Offeror's name, date, and time of opening on face. If Proposal is sent through mail, or other delivery system, sealed envelope shall be enclosed in separate envelope with same notations as above on face.

Proposals will be received **PRIOR TO 2:00 P.M., Tuesday, June 19, 2018** to the attention of Karen Barnett, CPPB, Purchasing Officer in the Oconee County Courthouse Purchasing Office, Finance Department, Suite 203 at 23 North Main Street, Watkinsville, Georgia 30677.

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

### 2. Driving Directions

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

### 3. County Forms and Documents

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

1. **Please submit, along with your proposal (technical & cost), the following completed forms.** County forms must be used without substitution unless otherwise specified. They are:

- a) Addenda Acknowledgement Form
- b) Respondent's Information Sheet
- c) Local Business Initiative Affidavit
- d) Execution of Proposal
- e) Respondent'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) SAVE Affidavit
- i) List of Subcontractors
- j) References Form
- k) W-9
- l) Current copy of Certificate of Insurance (Form not provided)

- m) All licenses, certificates, diplomas, verifiable documents and other requested documents per RFP requirements or qualifications.

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

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

#### **7.12 Insurance**

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

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Exhibit A of this RFP. Applicant shall include a copy of their current Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

At the time of award, a copy of the successful Proposer's Certificate of Insurance ("COI") must be provided to the County.

#### **7.13 Opening Of Proposals**

Proposals will be publicly opened and names of submitting firms will be **OPENED AT 2:00 P.M., Tuesday, June 19, 2018** at the Oconee County Courthouse, Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, Georgia 30677.

#### **7.14 Proposals To Remain Open**

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

#### **7.15 Award of Price Agreement/Contract**

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

In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of proposals. Negligence on the part of the

contractor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

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

2. The County pursuant to applicable law will award contract. Nothing contained herein shall place duty upon the County to reject Proposals or award Proposal based upon anything other than the County's sole discretion as described herein.
3. The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
4. The County may conduct investigations deemed necessary to assist in evaluating Proposals and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Proposal from any Applicant not passing evaluation.
5. The County will award the contract at the County's Discretion.

#### **7.16 Required Documents After Award**

1. Occupational Tax License:

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

2. Certificate of Insurance:

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

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

**No bonds are required for this RFP.**

### **8 GENERAL TERMS AND CONDITIONS**

General contractors interested in obtaining a contract with Oconee County, GA to provide athletic field fertilization and weed control services at the various parks locations in Oconee County, Georgia shall prepare a written proposal to include, but not be limited to, the following terms and conditions.

#### **8.1 County Rights and Options**

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Oconee County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- All Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **8.2 Cost of Proposal Preparation and Selection Process**

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

**8.3 Drug-Free Workplace Certificate**

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

**8.4 County Public Benefit Application Affidavit (Save)**

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

**8.5 Authorization to Transact Business**

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

**8.6 Non-Collusion**

By submitting a signed proposal, Proposer certifies that there has been no collusion with any other Proposer. Reasonable grounds for believing Proposer has an interest in more than one proposal will result in rejection of all proposals in which the Proposer has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Attachment A, Proposal Forms for declarations and affidavits.

**8.7 General Requirements**

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

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

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

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

### **8.8 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.

### **8.9 Procedures**

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

### **8.10 Delays**

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

### **8.11 Delivery Failures**

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Department Director, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractors nonperformance shall be deducted from the balance as payment.

### **8.12 Hold Harmless Clause**

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

### **8.13 Local Business Initiative**

Any purchase or contract of under \$100,000 bid or otherwise placed by Oconee County, herein "County", may be awarded to a Local Business, as defined according to Oconee County Policy, in case of equivalent bids. In cases in which a bid by a Local Business is within 7% of the lowest overall bid supplied by a non-local business, the County is authorized to negotiate with Local Business with the lowest bid among the Local Business to allow such Local business to match the lowest bid supplied by a non-local business. In the event a Local Business matches the lowest bid, including all other terms, quality and conditions of the bid, then the Local

Business may be awarded the contract. In the event the bids of more than one Local Business are within 7% of the lowest overall bid of a non-local business, the Local Business with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this Local Business declines to do so, then the Local Business with the next lowest bid within 7% will be given the opportunity to match the lowest bid and this process will continue until a contract is reached with a Local business or there is no other Local Business within 7% of the lowest overall bid.

#### **8.14 Georgia Security and Immigration Compliance Act**

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

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

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

#### **8.15 Substitutions**

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

#### **8.16 Exemption from Taxes**

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

#### **8.17 Invoicing and Payment**



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

Invoices shall be submitted:

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

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

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

#### **8.18 Assignment of Contract**

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

#### **8.19 Termination**

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

##### **1. Termination for Convenience**

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

##### **2. Termination for Cause**

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

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

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

#### **8.20 Agreement Disputes**

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

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

forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

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

**8.21 Severability**

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

**8.22 Applicable Laws/Forum**

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

**8.23 Notices**

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

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

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

**8.24 Licensure**

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

**8.25 Non-Collusion Affidavit**

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

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

#### **8.26 General Indemnification**

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

#### **8.27 Anti-Discrimination**

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

#### **8.28 Ownership**

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

#### **8.29 Change Orders**

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

#### **8.30 Safety Measures**

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

#### **8.31 Agreement**

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

1. The Board of Commissioners may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the Board, and may be amended with the issuance of a change order under the signature of the Chair.
2. "No parole evidence"- prohibits oral modifications to the contract or allowance for past practices by the County.
3. Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

### **8.32 Brand or Manufacturer's Reference**

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

### **8.33 Nonappropriation of Funds**

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

### **8.34 Disqualification of Proposers**

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

### **8.35 Reserved Rights**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested.

Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

**8.36 Applicable Laws**

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

**9 ATTACHMENTS AND EXHIBITS**

**9.1 Attachment A**

Checklist and Required Forms

**9.2 Exhibit A**

Oconee County Insurance Requirements



## Oconee County Board of Commissioners

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### ATTACHMENT A

#### 1. Offeror's Checklist & Required Forms



**RFP #1907-04**

**Enterprise Resource Planning (ERP) System Software and  
Implementation Services  
CHECKLIST**

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

---

**ITEM DESCRIPTION**

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**Offeror's Checklist**

**1. Mandatory Forms (include with Technical proposal):**

- Addenda Acknowledgement Form
- Respondent's Information Form
- Local Business Initiative Affidavit
- Execution of Proposal
- Respondent's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
  - Contractor Affidavit
- SAVE Affidavit
- Sub-Contractor's List
- Respondent's Reference Form
- W-9
- Additional Data

**2. Requested Information per Technical portion of the RFP:**

- a) Management Summary
- b) Proposal
  - Software
  - Technology
  - Offeror Experience and Capacity
  - Implementation Services
- c) Acceptance of Conditions
- d) Additional Data

**3. Cost Proposal (sealed in separate envelope)**

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



**RFP #1907-04**

**Enterprise Resource Planning (ERP) System Software and  
Implementation Services**

**Addenda Acknowledgement**

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email

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

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





**RFP #1907-04**

**Enterprise Resource Planning (ERP) System Software and  
Implementation Services**

**Respondent's Information Form**

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

2. Physical Address \_\_\_\_\_

3. Billing Address \_\_\_\_\_

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

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

6. Primary Contact \_\_\_\_\_

7. Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**



**RFP #1907-04**

# **Enterprise Resource Planning (ERP) System Software and Implementation Services**

## **Local Business Affidavit of Eligibility**

\*Legal Name of Business: \_\_\_\_\_

1. Mailing Address:

Physical Address: (if different)

_____	_____
_____	_____
_____	_____

2. Year business was established in Oconee County: \_\_\_\_\_

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

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

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

If yes, specify the location(s): \_\_\_\_\_

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

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

If yes, specify the locations(s): \_\_\_\_\_

8. Bank (branch in Oconee County): \_\_\_\_\_

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

Attest: \_\_\_\_\_

\*Authorized Signature: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_

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

day of \_\_\_\_\_, 20\_\_\_\_\_

\*Title: \_\_\_\_\_

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

(Seal)

\*Non-Local Business \_\_\_\_\_  
(Check Here)

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



**RFP #1907-04**

**Enterprise Resource Planning (ERP) System Software and  
Implementation Services**

**Execution of Proposal**

DATE: \_\_\_\_\_

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

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

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

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

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

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the time frame required.

\_\_\_\_\_  
(Typed or Printed) **Business Name**

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

\_\_\_\_\_  
**Date**

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

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



**RFP #1907-04**

**Enterprise Resource Planning (ERP) System Software and  
Implementation Services**

**Respondent's Certificate and Statement of Non-Collusion**

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

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

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this RFP #1907-01 for Fertilization & Weed Control Maintenance Program for Parks Services was issued except: 1) through the Purchasing Office 2) at the Pre-Conference Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any Contractor violating this provision.**

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

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

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

\_\_\_\_\_  
Date

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

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



**RFP #1907-01**

**Enterprise Resource Planning (ERP) System Software and  
Implementation Services  
Drug-Free Workplace**

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

---

Whose address is:

---

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,

2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,

3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with \_\_\_\_\_,

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

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

---

Date

---

Signature

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



**RFP #1907-04**

## **Enterprise Resource Planning (ERP) System Software and Implementation Services**

### **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)



**RFP #1907-04**

**Enterprise Resource Planning (ERP) System Software and Implementation Services**

**Immigration and Security Form**

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

<b>Contractor's Name:</b>	
<b>County Solicitation Number</b>	<b>RFP#FY1907-04</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™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

[NOTARY SEAL]

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

My Commission Expires:

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







**RFP #1907-04**

**Enterprise Resource Planning (ERP) System Software and  
Implementation Services**

**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>RFP#1907-04</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™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

[NOTARY SEAL]

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

My Commission Expires:

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

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

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

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

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

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

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

\_\_\_\_\_.

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

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

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

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

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

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

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

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

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



**RFP #1907-04**

**Enterprise Resource Planning (ERP) System Software and  
Implementation Services**

**Sub-Contractors**

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

**SUBCONTRACTOR ONE**

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

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

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

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

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

**SUBCONTRACTOR TWO**

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

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

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

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

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

**SUBCONTRACTOR THREE**

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

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

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

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

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



**RFP #1907-04**

# **Enterprise Resource Planning (ERP) System Software and Implementation Services**

## **Contractor References**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

### **REFERENCE ONE**

**Government/Company Name:** \_\_\_\_\_

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

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

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

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

**Contract Period:** \_\_\_\_\_

### **REFERENCE TWO**

**Government/Company Name:** \_\_\_\_\_

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

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

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

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

**Contract Period:** \_\_\_\_\_

### **REFERENCE THREE**

**Government/Company Name:** \_\_\_\_\_

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

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

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

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

**Contract Period:** \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





## Oconee County Board of Commissioners

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### EXHIBIT

#### A. Oconee County Insurance Requirements

## Exhibit A

### Oconee County Insurance Requirements

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

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