



Oconee County Board of Commissioners

Request for Proposal (RFP) #20-02-014

Oconee County Courthouse HVAC Replacement Project

BID CLOSING DATE
AND TIME: **March 12, 2020 at 2:00 PM, EST**

BID LOCATION: Commission Chambers
Oconee County Courthouse
23 N. Main Street, Suite 205
Watkinsville, GA 30677

RFP NUMBER: 20-02-014

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

PRE-BID MEETING- There is a mandatory pre-bid meeting scheduled for **February 25, 2020 at 2:00 PM EST** and shall be held in the Commission Chambers at the Oconee County Courthouse, 23 N. Main Street, Suite 205, Watkinsville, GA 30677.

QUESTIONS regarding this Request for Proposal shall be received no later than **5:00 PM EST on March 03, 2020.**

BID OPENING shall be held in the Commission Chambers, Suite 205 at the address referenced above on **March 12, 2020, at 2:00 PM EST.**

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

Wes Geddings, Finance Director
Contact Phone Number (706) 769-2944
Contact Fax Number (706) 310-3574

Contact E-mail address: ocbids@oconee.ga.us

Bid documents can be downloaded from our website: <https://oconeecounty.com>

Issue Date: February 13, 2020



**Oconee County Board of Commissioners
Request for Proposal (RFP) #20-02-014
Oconee County Courthouse HVAC Replacement Project**

TABLE OF CONTENTS

Bidding Requirements

Advertisement for Bids	01
General Instructions to Bidders.....	02

Bidder's Forms and Affidavits

Bidder's Checklist.....	10
Cost Proposal	11
Bidder's Information.....	14
Addenda Acknowledgement	15
Partnership Certificate	16
Corporate Certificate.....	17
Individual Certificate	18
Experience Statement.....	19
Subcontractor List.....	22
Local Business Affidavit of Eligibility	23
Certificate of Statement of Non-Collusion Affidavit.....	24
Georgia Security & Immigration Compliance (GSIC) Act Affidavit	25
GSIC Act Sub-Contractors Affidavit.....	27
Affidavit Verifying Status for County Public Benefit Application (SAVE Affidavit) O.C.G.A. § 50-36-1(e)(2).....	29
Oath of Bidder.....	30
Drug Free Workplace Certificate.....	31
W-9	32
Partial Payment Estimate	38
Contractor's Affidavit and Lien Waiver	39
Contract Change Order	40
Statement of Substantial Completion.....	41

Appendices

Appendix A: Oconee County Insurance Requirements	42
Appendix B: General Terms & Conditions.....	53

Exhibits

Exhibit A: Phase I Specifications & Drawings	
Exhibit B: Phase II Specifications & Drawings	
Exhibit C: Phase III Specifications & Drawings	
Exhibit D: Phase IV Specifications & Drawings	



Advertisement for Bids

Oconee County Board of Commissioners
23 N. Main Street
Watkinsville, GA 30677

Request for Proposal (RFP) #20-02-014
Oconee County Courthouse HVAC Replacement Project
Issue Date: February 13, 2020

Sealed proposals shall be delivered to the Oconee County Finance Office located at the Oconee County Courthouse, 23 N. Main Street, Suite 203, Watkinsville, Georgia, 30677 until **2:00 PM EST, Thursday, March 12, 2020**. At the time and date above sealed proposals will be publicly opened and the bidder's names read aloud in the Oconee County Board of Commissioners Commission Chambers, located at 23 N. Main Street, Suite 205, Watkinsville, GA 30677. Proposals received after this time will not be accepted. A mandatory pre-bid conference is scheduled for **Tuesday, February 25, 2020, at 2:00 PM EST** at the Oconee County Courthouse Commission Chambers, located at 23 N. Main Street, Suite 205, Watkinsville, GA 30677. Attendance at the mandatory pre-bid conference is required to qualify as a respondent.

Oconee County Board of Commissioners is soliciting bids from qualified contractors who can perform specified replacement of the existing HVAC system in the Oconee County Courthouse based on designed plans by the Engineer of Record. The project is scheduled to be completed in four (4) phases over three (3) years. The primary focus will be on Phase 1. The awardee will need to work closely with the owners representative(s) to schedule equipment installation during such times when the outdoor temperatures are mild and with minimal discomfort and/or disruption to the facility occupants.

Each sealed envelope must be marked on the outside as "Request for Proposal No. 20-02-014" and should include the respondent's name, address, license number, and E-Verify affidavit. Pursuant to Georgia law, no bids will be considered without an executed E-Verify affidavit. Progress payments and retainage for construction shall be submitted to owner monthly and payment terms are net thirty (30) days. No bonds are required for this project.

Oconee County reserves the right to accept or reject all proposals or any proposal that is non-responsive or not responsible; to waive technicalities; and to issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Proposal forms and specifications are available to view at the Purchasing Office or may be obtained from the County's website, under "Bid Opportunities". Respondents are encouraged to contact Wes Geddings, Finance Director, by email at ocbids@oconee.ga.us to clarify any part of the RFP requirements.

By Oconee County Board of Commissioners
The Honorable John Daniell



**Oconee County Board of Commissioners
Request for Proposal (RFP) #20-02-014
Oconee County Courthouse HVAC Replacement Project**

General Instructions to Bidders

PROJECT DESCRIPTION

Oconee County Board of Commissioners is issuing this Request for Proposal (RFP) for the phased replacement of the existing HVAC system (installed 1997) in the Oconee County Courthouse due to current age and R22 dependency. The expectation is the project will take 3 years, and will be completed in four (4) phases.

- Phase I: Replacement of pumps, cooling tower, heat exchanger, electric boiler.
- Phase II – Replacement of first floor WSHP's. Includes removal and disposal of current equipment, tie in electrical, and perform test and balance of new equipment.
- Phase III – Replacement of second floor WSHP's. Includes removal and disposal of current equipment, tie in electrical, and perform test and balance of new equipment.
- Phase IV – Replacement of third Floor WSHP's. Includes removal and disposal of current equipment, tie in electrical, and perform test and balance of new equipment.

The completion of this project will result in a modern energy efficient HVAC system.

Johnson, Spellman & Associates, Inc. Engineering of Peachtree Corners, Georgia was hired to develop the design for this project. They have provided design documents for Phases I-IV (Exhibits A-D).

This RFP includes Phases I-IV. The County's intent is to select a vendor capable to perform satisfactory completion of all (4) phases. At this time, the County is looking to award Phase I. The County will evaluate Phases II, III, and/or IV at a future date and will refer to proposals from this RFP.

Work location is an occupied three-story office and courthouse structure. The WSHP units are located throughout the facility and in a penthouse on the roof. The support equipment is located in a ground floor mechanical room with the cooling tower located outside at ground level.

This project needs to be done during mild outdoor temperatures due to occupants during the day. This project could possibly affect the comfort level of occupants in the building. The scheduling of this project will need to be considered throughout the phases. The contractor awarded this project will need to work closely with the owners representative(s) to schedule equipment installation with minimal discomfort and/or disruption to the facility occupants.

RECEIPT AND OPENING OF BIDS

Oconee County Board of Commissioners, Oconee County, Georgia, (herein referred to as "OWNER"), invites Bids on forms attached hereto. All blanks must be appropriately filled in. Bids will be received by OWNER at the Oconee County Finance Department located at the Oconee County Courthouse, 23 N. Main Street, Suite 203, Watkinsville, GA 30677. Bids will be publicly opened and the bidder's names read aloud by OWNER at **2:00 PM EST on March 12, 2020** in the Commission Chambers located at the Oconee County Courthouse, 23 N. Main Street, Suite 205, Watkinsville, GA 30677.

OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in the Bids received, may reject any and all Bids, and may accept any Bid which is deemed most favorable. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder may withdraw a Bid within SIXTY (60) days after the date of the opening thereof.

MANDATORY PRE-BID CONFERENCE

There is a mandatory pre-bid conference scheduled for **February 25, 2020 at 2:00 PM EST** in the Commission Chambers located at the Oconee County Courthouse, 23 N. Main Street, Suite 205, Watkinsville, GA 30677.

SITE VISITS

Proposers may attend a site visit and briefing by appointment only at the Oconee County Board of Commissioners, Operations Department, 23 North Main Street, Watkinsville, GA 30677. Please email the Facilities Director, Marvin Poe at mpoe@oconee.ga.us if you wish to schedule a meeting. Please note that more than one vendor may be scheduled for the same meeting due to time constraints.

TIMETABLE

RFP Issue Date:	February 13, 2020
Mandatory Pre-Bid Meeting:	February 25, 2020 at 2:00 PM EST
Deadline for Project Questions:	March 03, 2020 at 5:00 PM EST
Deadline for Addenda:	March 05, 2020 at 5:00 PM EST
Bid Submittal Deadline:	March 12, 2020 at 2:00 PM EST

PREPARATION & SUBMISSION OF PROPOSAL

Proposals must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended. Each proposal must be submitted on the prescribed bid forms and accompanied by the following documents. Utilizing the following list will help ensure Bidders have met Oconee County requirements and submit a successful bid:

Bid Forms Required with each Proposal

- Bidder's Checklist
- Cost Proposal
- Bidder's Information
- Addenda Acknowledgement Form
- Partnership, Corporate or Individual Certificate
- Experience Statement

Bid Forms Required with each Proposal (continued)

Subcontractor List

Local Business Affidavit of Eligibility

Certificate & Statement of Non-Collusion Affidavit

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

GSIC Act Sub-Contractors Affidavit

Affidavit Verifying Status for County Public Benefit Application (SAVE

Affidavit) O.C.G.A. § 50-36-1(e)(2)

Oath of Bidder

Drug Free Workplace Certificate

Copy of Any Licenses/Certifications (General Contractor's License)

The following documents will be completed after the Contract has been awarded:

Documents Required for Successful Bidder:

Notice of Award

Notice to Proceed

W-9 Form

Certificate of Insurance

Occupational Tax License

Administrative Documents for Successful Bidder:

Partial Payment Estimate

Contractor's Affidavit and Lien Waiver

Contract Change Order

Statement of Substantial Completion

Complete sets of Bidding Documents must be used in preparing Proposals; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

A total of four (4) sealed proposals, one (1) unbound original, two (2) paper copies, and one (1) digital copy, must be received no later than **2:00 PM EST on March 12, 2020**. Proposals must be submitted in a sealed envelope with the following clearly labeled on the outside: "Proposal for OCONEE COUNTY COURTHOUSE HVAC REPLACEMENT PROJECT", the Bidder's name, address, State of Georgia Contractor License Number and E-Verify Affidavit. Pursuant to Georgia law, no proposals will be considered without an executed E-Verify affidavit. Each envelope should be addressed to:

Oconee County Board of Commissioners
Attn: Finance Department/Purchasing Officer
23 N. Main Street, Suite 203
Watkinsville, GA 30677

Hard copies may be delivered to the above address only between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. For a complete listing of holidays observed visit the County's website, www.oconeecounty.com.

Proposals must be in the actual possession of the Oconee County Board of Commissioners on or prior to **2:00 PM EST on March 12, 2020**, at which time they will be publicly opened and bidder's names will be

read aloud in the Commission Chambers, Suite 205, of the Oconee County Courthouse.

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

More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same of different names will not be considered. Reasonable grounds for believing any applicant is interested in more than one bid for the same work will cause the county to reject all bids from the applicant.

If the County believes collusion exists among applicants, bids from participants in collusion will not be considered. Conditions, limitations, or provisions attached by the applicant to the bid forms may cause its rejection. Bids containing items not included in the form of bids will be considered irregular.

Bidders should be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

Directions to Oconee County Courthouse from I-85: Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive thirty-nine (39) miles. Turn right onto Oconee Connector. Oconee Connector becomes Mars Hill Road and then Experiment Station Road. Turn right onto N. Main Street. N. Main Street becomes Georgia Highway 15. The Oconee County Courthouse is on the right side of the street. Public parking is available at the back of the courthouse.

PRE-BID SUBMITTALS

No pre-bid submittals of alternate material or equipment are included in this project.

METHOD OF BIDDING

Bidders shall submit a proposal for each phase listed in the Cost Proposal form. Unit or lump sum prices for each item in the proposal shall include its pro rata share of overhead and profit so that the Base Bid price given on Cost Proposal form represents the total bid. Any proposal not conforming to this requirement may be rejected as informal. Discrepancies between words and figures will be resolved in favor of the words.

CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS

Bidders are advised to carefully examine the bid documents, Specifications, and Construction Drawings for the proposed WORK. Bidders are expected to examine the Construction Drawings and the location of the WORK, verify all information with authorities concerned, to inform themselves of all laws, ordinances and regulations of all authorities having jurisdiction, and to judge for themselves all the circumstances affecting the cost of the WORK and the time required for its completion. The Bidder shall assume all risks concerning latent physical conditions at the site that may affect his costs, progress or performance of the work.

Bidder shall promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder.

POINT OF CONTACT

Bidders are encouraged to contact the Finance Department by email at ocbids@oconee.ga.us to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email and shall have "RFP #20-02-014 - Oconee County Courthouse HVAC Replacement Project " written in the subject line. The questions deadline for this solicitation is **March 03, 2020 at 5:00 PM EST**. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the contractor's submittal.

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

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. All requests for such interpretation should be directed by email to the ENGINEER, Tim North, Johnson, Spellman & Associates, Inc. 350 Research Court, Suite 130, Peachtree Corners, GA 30092 at tnorth@jsace.com.

To be given consideration, all requests for interpretation must be received by no later than **5:00 PM EST on March 03, 2020**. Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued no later than **5:00 PM EST on March 05, 2020**. Bidder should not rely on any representations, statements, or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Bidders are advised to check the website for addenda before submitting their bids. Bidders shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the bid submittal. Bid submittals that fail to acknowledge the bidder's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantially changes the OWNER'S requirements.

Replies will be issued by addenda mailed or delivered to parties recorded by Oconee County as having received the bid document package. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct, or change the bid documents as deemed advisable by OWNER or ENGINEER.

NOTICES

Successful bidder will be issued a written "Notice of Award" by OWNER upon final selection, and will be issued a written "Notice to Proceed" by OWNER upon compliance with award procedures.

INSURANCE & BOND REQUIREMENTS

The successful bidder is responsible for all personal/liability insurance and worker's compensation coverage for himself and all employees as described in the RFP and shall comply with Oconee County's insurance requirements (see Appendix A). Bid Bond, Payment and Performance Bonds are not required for this project.

QUALIFICATIONS OF BIDDER

Each Bidder must submit qualifications with Bid on the prescribed forms provided in the bid documents. OWNER or OWNER's Representative may make such investigations as it deems necessary to determine the ability of Bidder to perform the WORK and Bidder shall furnish to OWNER all such information and

data for this purpose as OWNER may request. OWNER reserves the right to reject any Bidder if the evidence submitted by or investigation of such Bidder fails to satisfy OWNER, or that such Bidder is not properly qualified to carry out the obligations of the WORK and to complete the WORK contemplated therein within the time constraints.

Each Bidder must furnish in his qualification statement, information relative to the facilities, ability, and financial resources available for the fulfillment of this proposal. Before award is made to a Bidder who is not a resident of the State of Georgia, such Bidder shall designate a proper agent in the State of Georgia on whom service can be made in event of litigation. Conditions, limitations, or provisions attached by Bidder to the Bid may cause its rejection. Bids containing items not included in the bid will be considered irregular.

METHOD OF AWARD

Oconee County is using a competitive negotiation process to award a contract to the successful bidder. Although cost is a significant criterion for selection, responsive and responsible bidders are also a component of the County's selection process. The County will be awarding based upon a number of criteria evaluated within the proposal. Upon careful review and consideration of the qualifications and bid summary (including all alternate prices), OWNER will award bid. Alternates may be awarded at the discretion of OWNER. Bidder to whom the award is made will be notified at the earliest possible date with a written "Notice of Award". OWNER reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in OWNER's best interest.

A Responsive/Responsible Bidder shall be one who can fulfill the following requirements:

- a. Bidder shall be one who properly completes all forms required to be completed and submitted at the time of bidding as called for in the bid documents.
- b. Bidder shall maintain a permanent place of business. This requirement applies to Bidder where bidder is a division or a corporation, or where Bidder is fifty percent (50%) or more owned by a person, corporation or firm.
- c. Bidder shall demonstrate that he has adequate experience and sufficient equipment resources to properly perform the work under and in conformance with these CONTRACT DOCUMENTS. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to Bidder to perform the WORK.
- d. Bidder shall demonstrate that he has financial resources of sufficient strength to meet the obligations incidental to the performance of the WORK covered by these CONTRACT DOCUMENTS. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

INDEMNIFICATION

The bidder shall indemnify and hold harmless the OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor

under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

EXECUTION OF BID DOCUMENTS

Proposals which are not signed by individuals making them shall have attached thereto a power-of-attorney evidencing authority to sign the Bid in the name of the person for whom it is signed. Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a bid is signed by an attorney-in-fact, there shall be a power-of-attorney executed by the partners attached to the Bid evidencing authority to sign the Bid.

Proposals which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the wording "By ". Such Bids shall also carry the corporate seal of said corporation.

Bidder shall furnish all data required by these bid documents. Failure to do so may result in the Bid being declared non-responsive. Acceptance of Bidder's documentation and substantiation or Contract Award by OWNER does not relieve Bidder of Liability for nonperformance as covered in the bid documents, nor will Bidder be exempted from any other legal recourse OWNER may elect to pursue.

NON-COLLUSION AFFIDAVIT

By submitting a response to this solicitation, the applicant represents and warrants that such 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 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 bid, the contractor represents and warrants that no official or employee of Oconee County Board of Commissioners 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 to arise there from.

SAVE AFFIDAVIT

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the Federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires Oconee County to verify the legal status of non-U.S. citizens who apply for certain public benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then Oconee County has to run that contractor through the SAVE system.

OATH OF BIDDER

The bidder must execute a written oath stating that he or she has not violated O.C.G.A. §36-91-21(e) regarding unlawful restriction of competitive bidding.

DRUG-FREE WORKPLACE CERTIFICATE

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

OCCUPATIONAL TAX LICENSE

The successful bidder 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 the successful bidder is required to provide evidence of a license to do business in any town, ordinance, or resolution.

VENDOR REGISTRATION AND BID NOTIFICATION

Bidders are encouraged to sign up for Oconee County's vendor registration system, which is powered by

Vendor Registry. The system allows a vendor to register quickly and update details such as the types of products and services provided as well as vendor contact information. This will enable the County and Vendor Registry to notify an applicant of important bid opportunities in the future. Bids are not rejected for a failure to register. Bidders may register, or check if they are registered, as follows:

- Visit the County website at www.oconeecounty.com
- Select “Departments”
- Select “Finance Office”
- Click “Vendor Registration”
- Complete registration by following the instructions provided.
- For assistance, call (865) 777-4337 or email info@vendorregistry.com

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.

END OF GENERAL INSTRUCTIONS TO BIDDERS



RFP #20-02-014
Oconee County Courthouse HVAC Replacement Project
Bidder's Checklist

Company Name: _____

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

ITEM DESCRIPTION

- Cost Proposal
- Bidder's Information
- Addenda Acknowledgement
- Partnership, Corporation or Individual Certificate
- Experience Statement
- Subcontractor List
- Local Business Affidavit of Eligibility
- Certificate & Statement of Non-Collusion Affidavit
- Georgia's Security and Immigration Compliance (GSIC) Act Affidavit
- GSIC Act Sub-Contractors Affidavit
- Affidavit Verifying Status for County Public Benefit Application (SAVE) Affidavit
- Oath of Bidder
- Drug-Free Workplace Affidavit
- Copy of Any Licenses/Certifications (General Contractor's License)
- No Bonds are required for this project.

Authorized Signature

Title

Print Name

Date

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

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

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

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

1. Federal Tax ID# _____
2. Indicate legal form of proposer:

Corporation ____ Partnership ____ Individual ____ Other (specify) _____
3. Do you plan to subcontract any portion of this project? Yes ____ No ____
If yes, please provide an attached list of names of subcontractors with your proposal (County form provided).
4. Anticipated Start Date: _____
5. Are there any Exceptions noted in your submittal? Yes ____ No ____
If yes, please clearly mark the exceptions on the RFP document and return with your cost proposal.
6. Did you submit an Alternate Proposal? Yes ____ No ____
If yes, please submit alternate on a separate sheet of paper, sealed in an envelope marked "Alternate Proposal". Alternate proposals will only be accepted if noted as such in the RFP documents or issued addenda.

7. Lump Sum Price: \$ _____

(Total Written Price)

Phase 1 - Lump Sum Price: \$ _____

(Total Written Price)

Phase 2 - Lump Sum Price: \$ _____

(Total Written Price)

Phase 3 - Lump Sum Price: \$ _____

(Total Written Price)

Phase 4 - Lump Sum Price: \$ _____

(Total Written Price)

8. THE UNDERSIGNED PROPOSES TO FURNISH THE GOODS AND SERVICES IN STRICT CONFORMANCE TO THE RFP SCOPE OF WORK AND RFP INVITATION ISSUED BY OCONEE COUNTY FOR THE COST INDICATED IN **ITEM #7** OF THIS COST PROPOSAL. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE RFP. COSTS ARE SUBJECT TO NEGOTIATION DURING THE SELECTION PROCESS. PRICES ARE GOOD FOR 60 DAYS AFTER AWARD:

(Firm/Company-*PRINTED*)

(Respondent – *PRINTED*)

(Respondent' Company Address)

(Email)

(Telephone/Cell)

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

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____

[NOTARY SEAL]



RFP #20-02-014
Oconee County Courthouse HVAC Replacement Project
Bidder's Information Form

1. Legal Business Name _____

2. Street Address _____

3. City, State & Zip _____

4. Billing Address _____

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

6. Name & Title of Authorized Signer: _____

7. Primary Contact _____

8. Phone _____ Fax _____

9. E-mail _____ Company Website _____

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

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



RFP #20-02-014
Oconee County Courthouse HVAC Replacement Project
Addenda Acknowledgement

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

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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

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



**Invitation to Bid #20-02-014
Oconee County Courthouse HVAC Replacement Project
Partnership Certificate**

STATE OF _____ }
 } SS
COUNTY OF _____ }

On this _____ day of _____, 20____ before me personally appeared _____
_____ known to me to be the person who executed the
above instrument, who, being by first duly sworn, did depose and say that he is a general partner in the firm of
_____ and that firm consists of himself and

_____ and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein,
and that no one except the above named members of the firm have any financial interest whatsoever in said
proposed contract.

PARTNER

PARTNER

PARTNER

PARTNER

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

NOTARY PUBLIC

(SEAL)

My Commission Expires:

(Date)

NOTE: If only one partner signs, a power of attorney executed by all other partners authorizing him to act
in the name of the Company must be attached, otherwise, all partners must sign.



Invitation to Bid #20-02-014
Oconee County Courthouse HVAC Replacement Project
Corporate Certificate

I, _____, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing bid; that _____, who signed said bid in behalf of the CONTRACTOR was then _____ of said Corporation; that said authority was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20____.

CORPORATE SECRETARY

(SEAL)



Invitation to Bid #20-02-014
Oconee County Courthouse HVAC Replacement Project
Individual Certificate

STATE OF }
 }SS
COUNTY OF }

On this _____ day of _____, 20____, before me personally came and appeared _____
to me known, and known to me to the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC

(SEAL)

My Commission Expires

(Date)

(SEAL)



Invitation to Bid #20-02-014
Oconee County Courthouse HVAC Replacement Project
Bidder Experience Statement

All questions must be answered and the date given must be clear and comprehensive. This instrument must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Attach all additional sheets to these Contract Documents.

1. Name of Bidder: _____

2. Permanent main office address: _____

3. When organized: _____

4. If a corporation, where incorporated: _____

Federal I.D. Number: _____

5. How many years have you been engaged in the contracting business under your present firm or trade name? _____

6. General character of work performed by your company: _____

7. Have you ever failed to complete any work awarded to you? _____
If so, where and why? _____

8. List any project of similar scope and complexity that your organization has completed or has in progress as of the date of receiving Bids: (Please include additional pages, as needed, and attach hereto).

1	Project Name: _____ Owner: _____ Contract Amount: \$ _____ Date Completed: _____ % Complete: _____ Project Engineer Firm, Contact Name and Email: _____ _____ Owner Contact Name and Email: _____
2	Project Name: _____ Owner: _____ Contract Amount: \$ _____ Date Completed: _____ % Complete: _____ Project Engineer Firm, Contact Name and Email: _____ _____ Owner Contact Name and Email: _____
3	Project Name: _____ Owner: _____ Contract Amount: \$ _____ Date Completed: _____ % Complete: _____ Project Engineer Firm, Contact Name and Email: _____ _____ Owner Contact Name and Email: _____
4	Project Name: _____ Owner: _____ Contract Amount: \$ _____ Date Completed: _____ % Complete: _____ Project Engineer Firm, Contact Name and Email: _____ _____ Owner Contact Name and Email: _____

Dated this ____ day of _____, 20 ____.

Name of Bidder

By _____

Title _____

State of _____

County of _____

_____ being duly sworn deposes and says that he is
_____ of _____
and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Notary Public

(SEAL)

My Commission Expires: _____



Invitation to Bid #20-02-014
Oconee County Courthouse HVAC Replacement Project
Subcontractor List

Names of all subcontractors proposed by the bidder at the time of bid submittal are listed below:

(Bidder shall include Name & Address of Subcontractor, Type of WORK, Approximate % of Work and the Approximate Dollar Amount - Please Type)

NAME/ADDRESS/PHONE NUMBER	TYPE OF WORK	%	\$ AMOUNT	FEDERAL ID or SOCIAL SECURITY NUMBER

(USE ADDITIONAL PAGES IF NEEDED. PLEASE ATTACH HERETO)

***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)



RFP #20-02-014
Oconee County Courthouse HVAC Replacement Project
Bidder's Certificate and Statement of Non-Collusion

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

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

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **ITB #1903-19 Annual County Crack Seal Program** was issued except: 1) through the Purchasing Office 2) at the Pre-Bid Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any Contractor violating this provision.**

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

COMPANY

NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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



RFP #20-02-014
Oconee County Courthouse HVAC Replacement Project
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:

Wes Geddings, Finance Director
Oconee County Finance Department
23 N. Main Street, Suite 203
Watkinsville, GA 30677
Fax: (706) 310-3574
Email: ocbids@oconee.ga.us

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



RFP #20-02-014
Oconee County Courthouse HVAC Replacement Project
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	RFP #20-02-014

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

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



RFP #20-02-014
Oconee County Courthouse HVAC Replacement Project
Immigration and Security Form

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County's Solicitation Number:	RFP #20-02-014

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new subcontractor used to perform under the identified County contract.

Contractor's Name:	
Subcontractors:	

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



RFP #20-02-014
Oconee County Courthouse HVAC Replacement Project
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	RFP #20-02-014

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

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

**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: _____



Invitation to Bid #20-02-014
Oconee County Courthouse HVAC Replacement Project
Oath of Bidder

STATE OF GEORGIA COUNTY OF
OCONEE

OATH OF BIDDER

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, _____, (*insert name*), who, after being duly sworn, deposes as follows:

I, _____, (*insert name*), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, _____ (*insert name*) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20__ in _____ (*city*), _____ (*state*).

By: _____
Signature

Print Name of Affiant

Print Title of Affiant

Subscribed and Sworn before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires:



RFP #20-02-014
Oconee County Courthouse HVAC Replacement Project
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 BID

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.

PARTIAL PAYMENT ESTIMATE	CONTRACT NO. _____
	PARTIAL PAYMENT ESTIMATE NO. _____
	PAGE ____ OF ____.

OWNER: Oconee County Board of Commissioners, Watkinsville, GA	CONTRACTOR: _____	PERIOD OF ESTIMATE FROM _____ TO _____
---	-------------------	---

CONTRACT CHANGE ORDER SUMMARY			ESTIMATE
NO.	ADDITIONS (\$)	DEDUCTIONS (\$)	
			1. Original Contract _____
			2. Change Orders _____
			3. Revised Contract (1 + 2) _____
			4. Work Completed* _____
			5. Stored Materials* _____
			6. Subtotal (4 + 5) _____
			7. Retainage _____
			8. Previous Payments _____
			9. Amount Due (6-7-8) _____
TOTALS	_____	_____	* Detailed breakdown attached.
NET CHANGE	_____	_____	

CONTRACT TIME		
Original (days) _____ Revised _____ Remaining _____	On Schedule Yes _____ No _____	Starting Date _____ Projected Completion _____

<p>CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor to his subcontractors and suppliers for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.</p> <p>Contractor _____ By _____ Date _____</p> <p>APPROVED BY OWNER: Owner _____ By _____ Date _____</p>	<p>ENGINEER'S STATEMENT: The undersigned states that to the best of their knowledge and belief, the quantities shown in this estimate are correct.</p> <p>Engineer: By _____ Date _____</p>
---	---

Oconee County Board of Commissioners, Georgia

CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER

WHEREAS, _____ (CONTRACTOR) has been paid in full by the Oconee County Board of Commissioners, Georgia (OWNER) for labor, materials, and/or equipment furnished under a contract dated _____, except as contained on the attached payment request.

AND WHEREAS, said labor, materials, and/or equipment was applied to real property located in Oconee County, Georgia which is owned by OWNER.

THEREFORE, in consideration of the reliance of OWNER upon this agreement and final payment by OWNER, the CONTRACTOR does hereby:

1. Certify to OWNER that all subcontractors and suppliers to the project have been paid in full.
2. Release, waive, and forever quitclaim unto the OWNER any and all manner of liens CONTRACTOR now has or may acquire in the real property associated with Project.
3. Agree to indemnify and hold harmless OWNER, its successors or assigns, against any loss claim or lien asserted by a subcontractor or supplier against OWNER or against the real property associated with Project.

IN WITNESS WHEREOF, CONTRACTOR has caused this release to be signed by its duly authorized owner, partner, or corporate officer on the ____ day of _____, 20__.

Sworn to and subscribed

before me this ____
day of _____, 2020.

(NAME OF CONTRACTOR)

By: _____

Attest: _____

Notary Public

CONTRACT CHANGE ORDER

Contract No.	Order No.	Date:
Project Title:		State: Georgia
Owner: Oconee County Board of Commissioners		County: Oconee

TO: _____
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications.

Description of Changes (Supplemental Plans & Specs. Attached)	Decrease In Contract Price	Increase In Contract Price
TOTAL		

Justification: _____

Previous Contract Amount: _____ \$ _____
 Amount of Change Order: _____ \$ _____
 Current Contract Amount: _____ \$ _____

Previous Contract Time Days: _____ Date: _____
 Change in Contract Time Days: _____
 Current Contract Time Days: _____ Date: _____

REQUESTED: _____
 (Owner) (Date)
 RECOMMENDED: _____
 (Engineer) (Date)
 AUTHORIZED/ACCEPTED: _____
 (Owner) (Date)
 ACCEPTED: _____
 (Contractor) (Date)

This document will be used as a record of any changes to the original construction contract.

STATEMENT OF SUBSTANTIAL COMPLETION

Project: _____

Engineer's Project No: _____

Contractor: _____

Contract For: _____ Contract Date: _____

This Statement* of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: _____
OWNER

And To: _____
CONTRACTOR

The Work to which this Statement* applies has been observed by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Statement* applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

Executed by ENGINEER on _____, ____.

By: _____

The CONTRACTOR accepts this Statement* of Substantial Completion on _____, ____.

Contractor

By: _____

The OWNER accepts the work or designated portion thereof as substantially complete and will assume full possession thereof on _____, ____.

By: _____

*A PROFESSIONAL ENGINEER'S STATEMENT OF CONDITIONS COMPRISES A DECLARATION OF HIS PROFESSIONAL JUDGEMENT. IT DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, NOR DOES IT RELIEVE ANY PARTY OF HIS RESPONSIBILITY TO ABIDE BY CONTRACT DOCUMENTS, APPLICABLE CODES, STANDARDS, REGULATIONS AND ORDINANCES.

Oconee County Insurance Requirements

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

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

Important:

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

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

¹ For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.

-
- Certificate Holder should read:
Oconee County Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677
 - Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.
 - Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
 - No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.

- Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

Workers Compensation (WC):	Statutory Limits – required in all contracts
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 500,000
 Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
 Automobile Liability	
Combined Single Limit	\$ 1,000,000

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

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

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

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

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

2. Asbestos Abatement:

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

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

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

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

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

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

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

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

If hazardous substances are involved:

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

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

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

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

4. **Consulting Services:**

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

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 Type and limits defer by consulting 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 professional liability policies.

5. **Custodial Services:**

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

Commercial General Liability (CGL):

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

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, automobile and professional liability policies.

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

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

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

7. **Food Service:**

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Liquor Liability (When applicable)	\$ 1,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

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

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

9. Landscaping / Lawn Care:

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

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

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

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

Environmental Impairment Liability (with 1 year extended reporting period)

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

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

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

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional liability (malpractice)	\$ 3,000,000

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

11. Pest Control:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

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

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

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

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

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

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

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

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

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

14. Security:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional Liability Insurance	\$ 3,000,000

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

15. Staffing Services:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

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.

Appendix B

Oconee County Board of Commissioners

General Terms and Conditions

A. CONTRACT AND CONTRACT DOCUMENTS

Contractor's Bid/RFP, and all required forms shall form part of the Purchase Order, and the provisions thereof shall be as binding upon the parties.

B. DEFINITIONS

1. 'Alternate bids' means the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.
2. 'Base bid' or 'base proposal' means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.
3. 'Bid bond' means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.
4. 'Change order' means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.
5. 'Competitive sealed bidding' means a method of soliciting public works construction contracts whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of subsection (b) of Code Section 36-91-21.
6. 'Competitive sealed proposals' means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of subsection (c) of Code Section 36-91-21.
7. 'Emergency' means any situation resulting in imminent danger to the public health or safety or the loss of an essential governmental service.
8. 'Governing authority' means the official or group of officials responsible for governance of a governmental entity.
9. 'Governmental entity' means a county, municipal corporation, consolidated government, authority, board of education, or other public board, body, or commission but shall not include any authority, board, department, or commission of the state, or a public transportation agency as defined by Chapter 9 of Title 32.
10. 'Payment bond' means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

11. 'Performance bond' means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
12. 'Public works construction' means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.
13. 'Responsible bidder' or 'responsible offeror' means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
14. 'Responsive bidder' or 'responsive offeror' means 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.
15. 'Scope of project' means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.
16. 'Scope of work' means the work that is required by the contract documents.
17. 'Sole source' means those procurements made pursuant to a written determination by a governing authority that there is only one source for the required supply, service, or construction item.

C. 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.

D. DISCREPANCIES

Should an Bidder find discrepancies in the bid documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing. Any changes to the RFP that result from such a clarification will be communicated through a written addendum and posted on the Finance Department "Bid Opportunities" page at www.oconeecounty.com. Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's. 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.

E. MATERIALS, SERVICES AND FACILITIES

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

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

F. CONTRACTOR’S TITLE TO MATERIALS

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

G. 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. Bids for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer’s brand name and model unless “No Substitutions” has been noted in the bid documents. The County reserves the right to determine products and support of equal value .

H. INSPECTION AND SUPERVISION

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

I. WARRANTY

The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the Oconee County Board of Commissioners (OCBOC) under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Georgia apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product

will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied on the Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the County has not been warned. Remedies available to the County include the following: The Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the OCBOC may otherwise have under this contract.

J. 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.

K. 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.

L. 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. Offeror shall provide the county with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror *must* follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

M. 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 Board of Commissioners
Attn: Finance Department/Purchasing Officer
23 N. Main Street, Suite 203
Watkinsville, GA 30677

N. PROCEDURES

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

O. 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.

P. WORKMANSHIP

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

Q. QUALITY:

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

R. DELIVERY

Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. In addition, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. **UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.**

Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

S. CLEANING UP

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

T. SUBCONTRACTORS

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

U. 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.

V. INVOICING AND PAYMENTS

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

Invoices shall be submitted to:
Oconee County Board of Commissioners
Attn: Finance Department
P. O. Box 1527
Watkinsville, GA 30677
or Email
financedept@oconee.ga.us (Preferred)

All such invoices will be paid within thirty (30) days of final inspection by the County unless other payment terms have been detailed in writing prior to the start of project. Should any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Contractor shall provide the purchase order number on the pricing form.

W. 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.

X. ASSIGNMENT OF CONTRACT

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

Y. CHANGE ORDERS OR AGREEMENT MODIFICATIONS

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

Z. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified; and it is further mutually understood and agreed that the work embraced in the RFP shall be commenced on a date to be specified in the Notice to Proceed.

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

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, \$100.00 for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

AA. CORRECTION OF WORK

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

BB. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

CC. 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.

DD. BID BONDS, PERFORMANCE AND PAYMENT BONDS

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

EE. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

As specified in the Oconee County Insurance Requirements (Refer to Appendix):

1. Contractors and Subcontractors Insurance: The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

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.

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.

2. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case

of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Compensation Insurance. In case any class employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

3. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability.

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type.

*****See Exhibit A for Oconee County Insurance Requirements*****

FF. PATENT INDEMNITY:

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

GG. 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.

HH. AGREEMENT

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

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.

II. COMPLIANCE WITH LAWS AND ELIGIBILITY:

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman’s compensation insurance and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof. The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

JJ. 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.

KK. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

1. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
2. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:

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

END OF SECTION II – GENERAL TERMS AND CONDITIONS