

**Request for Qualifications  
for the  
Renovation and Security Upgrades to the  
Oconee County Courthouse**

**Oconee County Board of Commissioners  
23 North Main Street  
Watkinsville, Georgia 30677**



**RFQ Control Number FY1601-01**

January 14, 2016

## Section 1: Introduction

### 1.1 Introduction

The Oconee County **Board of Commissioners (BOC)** is issuing this **Request for Qualifications (RFQ)** to all Georgia registered architectural and engineering consulting companies interested in providing professional services for a security improvement plan “**Project**” for the Oconee County Courthouse located at 23 North Main Street in Watkinsville, Georgia.

The details of the project, by necessity, are confidential and cannot be described in detail in this RFQ. Therefore, the BOC has determined that it will pre-qualify an architectural and/or engineering consulting company with significant recent experience in the successful design and construction-phase management of county courthouse facilities in the state of Georgia. Jail design experience will also be beneficial.

The **Statement of Qualifications (SOQs)** will be reviewed and evaluated using the selection process described herein. Upon selection of the consulting company, the Oconee County Board of Commissioners in conjunction with the Oconee County Sheriff and other court officials will disclose the design program elements and other related information to the selected AE consultant and negotiate a scope of work, schedule and fee structure for the work.

The purpose of this RFQ is to pre-qualify all consulting firms demonstrating sound professional qualifications and significant project experience relating to the planning, design, cost estimating, preparation of construction documents and construction-phase management services. Significant recent experience with courthouse security improvement projects is required.

Statements of Qualifications will be received by the OCBOC, in the office of the Purchasing Officer, Suite 206, 23 N. Main Street, Watkinsville, GA. 30677, until **2:00 PM on Thursday, February 4, 2016**. The Owner will not be liable for any costs incurred by any Respondent or any other party in developing or submitting an SOQ.

### 1.2 RFQ Organization

This RFQ consists of the following Sections and Attachments:

- Section 1: Introduction
- Section 2: Project Overview
- Section 3: Procurement Process
- Section 4: SOQ Submission Requirements
- Section 5: SOQ Evaluation and Selection
- Section 6: Conditions for Respondents
- Attachment A: Mandatory Forms
- Exhibit A: Insurance Requirements

## Section 2: Project Overview

## **2.1 Background**

In accordance with Georgia State Law and the recent security audit performed for the Oconee County Courthouse, the Oconee County Sheriff has prepared, and the Chief Judge for the Western Judicial Circuit State Superior Court has approved, a Security Improvement Plan pertaining to the Oconee County courthouse located in Watkinsville, Georgia. In general, said plan requirements include, but are not limited to, improvements to the courthouse security system and on-site construction of additional inmate transfer and holding facilities.

## **2.2 Special Conditions**

Due to the confidential nature of the security provisions for the county courthouses, it will be necessary for the successful consultant to observe strict controls over the custody of all information gathered and all documents produced during the design, contract document preparation, bid phase, construction phase and post construction periods of the project. All plans, specifications, contract documents and correspondence will become the property of Oconee County and will be delivered to Oconee County upon completion of the work.

As indicated in Section 3.4, it is anticipated that the Consultant Contract will be executed on or about March 1, 2016.

## **Section 3: Procurement Process**

### **3.1 Acknowledgement of RFQ**

Each potential Respondent should provide the Owner, within 7 days of receipt of this RFQ, an acknowledgement that it has received the RFQ and is a potential Respondent. Such acknowledgement shall identify and provide full contact information for the Respondent Contact who shall be the Respondent's single point of contact for the receipt of any future documents, notices, and addenda associated with this RFQ. Such acknowledgement must be sent in writing and a copy electronically transmitted to the Owner Contact.

### **3.2 Mandatory Pre-Conference Meeting**

A mandatory pre-conference meeting will be held at **10:00 AM on Friday, January 22, 2016** at the Commission Chambers, Suite 205, at the place given above. All interested parties are required to attend. The purpose of this conference is to allow potential offerors an opportunity to present questions to staff and obtain clarification of the requirements of the proposal document. Because Oconee County considers such a conference to be critical to understanding the proposal requirements, attendance at the pre-conference meeting is mandatory to qualify as an offeror.

### **3.3 Communications and Owner Contact**

The Owner Contact will act as the sole point of contact for this RFQ and shall administer the RFQ

process. All communications shall be submitted by email, and shall specifically reference this RFQ. All questions or comments should be directed to the Owner Contact as follows:

Ms. Karen Barnett, CPPB  
Purchasing Officer  
Oconee County Finance Department  
23 North Main Street  
Watkinsville, Georgia 30677

Phone: (706) 769-2944  
Fax: (706) 310-3574

Email: kbarnett@oconee.ga.us

Any explanation desired by a potential Respondent regarding the meaning or interpretation of the RFQ or associated attachments must be requested five (5) days prior to the opening, unless otherwise specified.

No oral communications from the Owner Contact or other individual is binding. With the exception of the Owner Contact, no contact with Owner staff, board members or any public official concerning the Project during the procurement process is allowed. Violation of this provision may result in disqualification of Respondent.

The Owner's Contact may designate alternate contacts, such as Owner's Representative or other County staff, in order to address specific inquiries.

**The questions deadline for this RFQ is Friday, January 29, 2016 at 5:00 P.M. Local Time.**

### **3.4 Procurement Schedule**

The current procurement schedule is as follows:

Issue RFQ	January 14, 2016
Pre-Qualification Meeting	January 22, 2016
Deadline for questions	January 29, 2016
Submit SOQ	February 4, 2016
Interviews (If required)	February 8-10, 2016
SOQ evaluation / selection	February 15/19, 2016
Award Consultant Contract	March 1, 2016

## **Section 4: RFQ Submission Requirements**

### **4.1 Submittal Place and Deadline**

Three paper documents (one unbound original and two copies), and 1 digital version of the SOQ (in PDF format on memory stick), must be mailed or hand-delivered in an envelope no later than **February 4, 2016 at 2:00 p.m. local time**, addressed to:

Ms. Karen Barnett, CPPB  
Purchasing Officer  
23 North Main Street  
Suite 206,  
Watkinsville, Georgia 30677

Qualification Statements forwarded by facsimile or e-mail will not be accepted.

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

The County may choose not to accept a submittal of a Respondent who is in default on the payment of taxes, licenses or other monies due to the County.

Each Respondent assumes full responsibility for timely delivery of its SOQ at the required location. Any SOQ received after the submittal deadline will be deemed non-responsive and returned. The delivered package containing the SOQ documents must display "SOQ Enclosed – Renovation and Security Upgrades to the Oconee County Courthouse" on the outside.

The Respondent shall furnish and sign all information required by the RFQ Documents. The person signing the documents must initial erasures or other changes. An authorized agent of the company must sign documents.

## **4.2 Submission Format**

The SOQ must not exceed twenty (20) single sided pages, excluding the transmittal letter, table of contents, front and back covers, tabs, and appendices. A maximum of two of the total pages may be 11 x 17-inch, tri-fold format and shall count as one of the twenty pages. Eleven-point font or larger must be used.

## **4.3 Submission Content**

The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ. It is the Respondent's responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the SOQ.

The SOQ must include the following information in the order listed:

- Transmittal Letter
- Part 1 – Executive Summary
- Part 2 – Consultant Profile
- Part 3 – Project Team

- Part 4 – Experience
- Part 5 – Project Understanding
- Appendix A – Resumes
- Appendix B – Financial
- Appendix C – Required Forms

#### **4.3..1 Transmittal Letter**

Respondents must submit a transmittal letter (maximum one page) on the Respondent’s letterhead. It must be signed by a representative of the Respondent who is authorized to sign such material and to commit the Respondent to the obligations contained in the SOQ. The transmittal letter must include the name, address, phone number and e-mail address for the Respondent Contact, and must specify who would be the Consultant’s signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Respondent.

#### **4.3..2 Part 1 – Executive Summary**

The executive summary (maximum one page) must include an overview of the key elements of the proposal and must summarize and refer to information in the RFQ concerning consultant qualifications and experience.

#### **4.3..3 Part 2 – Consultant Profile**

A complete description of the Consultant team must be provided in Part 2 of the SOQ. Information concerning Key Personnel should be provided in Part 3 of the SOQ. The Consultant Profile should include the following information.

- **General**  
Provide general information about the Consultant, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses, certifications and credentials.
- **Legal structure**  
Identify whether the Consultant is organized as a corporation, limited liability company (LLC), general partnership, limited partnership, or other form of legal entity. As applicable, identify the owners of the Consultant (*e.g.*, shareholders, members, partners, and the like) who hold an interest of ten percent or more.
- **Project office location**  
Identify where the Consultant intends to maintain its Project office(s) and where the majority of work will be performed.
- **Financial condition**  
In SOQ Appendix B (Financial), provide financial statements for the Consultant for the past

three years. If the Consultant is a joint venture, LLC, or partnership, such financial statements must be provided for each partner or member.

- **Insurance**

A letter or Certificate of Insurance from the Consultant's insurance company must be provided stating its ability to acquire and provide the minimum limits for the required insurance as contained in Exhibit A.

The SOQ must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Consultant's ability to perform its contractual commitments. Further, if Consultant is a joint venture, each entity comprising the joint venture shall individually respond to each of the following requests.

- **Legal proceedings and judgments** - List and briefly describe any contemplated, pending or past (within 5 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from an appropriate corporate officer.
- **Completion of contracts** - Has the Consultant failed to complete any contract, or has any contract been terminated for convenience or due to alleged poor performance or default within the past 5 years? If so, describe the circumstances.
- **Violation of laws** - Has the Consultant been convicted of any criminal conductor been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past 5 years? If so, describe the circumstances.
- **Debarred from bidding** -Has the Consultant been debarred within the past 5 years, or is it currently under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Consultant's ability to perform its contractual commitments.

The Respondent must notify the Owner of any changes subsequent to submission of the SOQ and before the selection process is completed (and, in the case of the selected Respondent, before executing the County's Agreement).

#### **4.3..4 Part 3 – Project Team/Key Personnel and Qualifications**

The composition, organization, and management of the Project Team must be described in the subsection as follows:

**Project Team:**

- Identify any other firms (such as Sub-consultants) that may be included on the Project Team. Describe the scope of the Respondent's and each Sub-consultant's services and responsibilities during the Project.
- Describe the Consultant's approach to the management of sub-consulting firms.

**Key Personnel**

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities the Project.
- Provide resumes for all Key Personnel. Resumes must be limited to **two** pages per individual and include:
  - Academic and professional qualifications
  - Professional registrations (as applicable)
  - Experience as it relates to the Project and to the individual's specified role on the Project

Any changes to the Design Team and Consultants listed shall be approved by Oconee County.

**Desired Qualifications:**

Licensing and Registrations - The Consultant and each firm should be licensed for the type of work to be performed.

**4.3..5 Part 4 – Experience and Capabilities**

- a) The Consultant team should demonstrate their capacity to creatively develop and implement a Project approach that will accomplish the Owner's objectives.
- b) The Consultant team should demonstrate significant recent project experience in the successful design and construction-phase management of county courthouse facilities in Georgia.
- c) The Consulting team should demonstrate significant project experience relating to the planning, design, cost estimating, preparation of construction documents and construction-phase management services.
- d) The Consulting team should submit references for current and previous contracts that are similar to the proposed project type and scope.
- e) The Consultant will highlight at least five (5) relevant projects. Each project description shall contain at least the following information:
  - Name of Owner



- Owner contact and contact information (including email address)
- Role of Consultant
- Contract value
- Year completed
- Description of the project demonstrating relevance to this Project
- Key Personnel that participated in project, along with a clear description of the project role and responsibilities of each.

The Respondent shall submit descriptions of reference projects to demonstrate relevant experience. Provide a discussion on how the cumulative relevance of the referenced projects should lead the Owner to conclude that the Consultant has previous experience similar to all of the elements of the Project.

#### **4.3..6 Part 5 – Project Understanding and Approach**

The Consultant should demonstrate an excellent understanding of general courthouse security upgrade plans to allow the Owner to conclude that the Consultant team can effectively address the Owner’s expectations. Describe your team’s understanding of the Project.

## **Section 5: SOQ Evaluation and Selection**

### **5.1 General**

The SOQs will be reviewed and evaluated by the Owner’s selection committee according to the requirements and criteria outlined in this Section. During the SOQ evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its SOQ or related matters. Also, the Owner may require that one or more of the Respondents participate in an interview.

### **5.2 Responsiveness**

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in rejection of the SOQ as non-responsive. At its sole discretion, however, the selection committee may waive technicalities and informalities, and may request clarification or additional information to address any questions that may arise in regard to whether an SOQ is responsive.

### **5.3 Evaluation Criteria**

The selection committee will evaluate and rank the responsive SOQs that satisfy the Preferred Qualification Requirements by applying the weighted comparative evaluation criteria set forth below. Financial condition is evaluated on a pass/fail basis as part of the Preferred Qualification Requirements.

<b>Criteria Description</b>	<b>Value</b>
<b>Consultant Profile</b>	<b>15</b>
<b>Project Team</b>	<b>25</b>
<b>Experience and Capabilities</b>	<b>40</b>
<b>Project Understanding and Approach</b>	<b>20</b>
<b>Proposal Completeness</b>	<b>5</b>
<b>Financial</b>	<b>Pass/Fail</b>

## **5.4 Selection**

After the evaluation process is complete, the Owner will notify Respondents of the rankings. The top-ranked Respondent will be offered the opportunity to negotiate the final terms of the Consultant Contract. If the Owner determines that the top-ranked Respondent's proposed final terms of the Consultant Contract are not advantageous to the Owner, the Owner may negotiate with the next-ranked Respondent.

## **Section 6: Conditions for Respondents**

### **6.1 Conflict of Interest**

Identify any persons known to the Respondent who would be obligated to disqualify themselves from participation in any transaction from or in connection with the Project pursuant to Georgia general statutes regarding State and Local Government conflicts of interests.

### **6.2 Proprietary Information**

All materials submitted to the Owner become public property and are subject to the Georgia Open Records Act (O.C.G.A. § 50-18-90 et seq.) If the SOQ contains proprietary information that the Respondent does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of submittal. The Owner will, to the extent provided by law, endeavor to protect such information from disclosure. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Respondents shall not be permitted to mark entire SOQ as proprietary.

### **6.3 Rights of the Owner**

In connection with this procurement process, including the receipt and evaluation of SOQs and award of the Consultant Contract, the Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time prior to the execution of the Consultant Contract, without incurring any obligations

or liabilities.

- Reject all proposals or any proposal that is nonresponsive or not responsible and to waive technicalities and informalities.
- Suspend and terminate the procurement process or terminate evaluations of SOQs received.
- Permit corrections to data submitted with any SOQ.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in an SOQ.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQs.
- Conduct an independent investigation of any information, including prior experience, included in an SOQ by contacting project references, accessing public information, contacting independent parties, or any other means.

#### **6.4 Addenda**

If any revisions to the RFQ or procurement process become necessary or desirable, the Owner may issue written addenda. **The Owner will not transmit addenda to potential Respondents.**

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

The Owner will post all addenda on the Owner Project website at the following address:  
[www.oconeecounty.com](http://www.oconeecounty.com)

**It is the Respondent's responsibility to obtain all addenda prior to submitting its SOQ.**

#### **6.5 Mandatory Forms**

Respondents are required to complete the forms in Attachment B and return them with the SOQ package:

- W-9
- Contractor's Affidavit (E-Verify)
- Sub-Contractor's Affidavit
- Addendum Acknowledgement (if applicable)
- Drug Free Certificate
- SAVE Affidavit
- Conflict of Interest Statement

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

Consultants submitting a proposal in response to this RFQ must provide the following information in the

submittal to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

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

By completing the affidavit that is provided with this solicitation, the Consultant is attesting to the following:

- The affiant has registered with and is authorized to use the federal work authorization program;
- The user identification number and date of authorization for the affiant;
- The affiant is using and will continue to use the federal work authorization program throughout the contract period;
- Any employee, Consultant, or Sub-consultant of such Consultant shall also be required to satisfy the requirements set forth in this paragraph; and

Upon contracting with a new Sub-consultant, a Consultant shall notify Oconee County and shall deliver a completed Sub-consultant Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the Sub-consultant before beginning work.

**Failure to provide the completed and notarized affidavit with the Consultant's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.**

## **6.7 Exemption from Taxes**

The Consultant 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. Nothing in this section shall prohibit the Consultant from including its own sales tax expense in connection with the Agreement in its Agreement price.

## **6.8 Equal Employment Opportunity Clause (Incorporated by Reference)**

"The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this RFQP. By submitting SOQP, vendor certifies that it complies with the authorities cited above and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8."

## **6.9 County Public Benefit Application Affidavit (SAVE)**

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

## **6.10 Codes and Regulations**

All Local, County, State, and Federal codes and regulations must be followed, especially in regard to Building Codes, Life Safety Codes, and the Americans with Disabilities Act.

### **6.11 Subcontractors**

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

### **6.12 Hold Harmless Clause**

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

### **6.13 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.

### **6.14 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.

### **6.15 Invoicing and Payment**

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

Invoices shall be submitted to:

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

All such invoices will be paid within thirty (30) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the

validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

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

### **6.16 Assignment of Contract**

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

### **6.17 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.

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.

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.

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.

### **6.18 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.

### **6.19 Severability**

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

### **6.20 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.

## 6.21 Notices

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

TO CONTRACTOR:  
TBD

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

## 6.22 Licensure

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

## 6.23 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.

## 6.24 Ownership

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

## 6.25 Change Orders

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

## Attachment A

### Mandatory Forms

The following forms must be completed and returned with the Respondent's proposal:

- W-9
- Contractor's Affidavit (E-Verify)
- Sub-Contractor's Affidavit
- Addendum Acknowledgement (if applicable)
- Drug Free Certificate
- SAVE Affidavit
- Conflict of Interest Statement

## **Exhibit A**

Oconee County Insurance Requirements



## **Attachment A**

### **Mandatory Forms**

The following forms must be completed and returned with the Respondent's proposal:

- W-9
- Contractors Affidavit (E-Verify)
- Sub-Contractors Affidavit
- Addendum Acknowledgement (if applicable)
- Drug Free Certificate
- Conflict of Interest Statement

# Request for Taxpayer Identification Number and Certification

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

<b>Please print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box:	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> LLC filing as Sole Proprietor <input type="checkbox"/> LLC filing as Corporation <input type="checkbox"/> LLC filing as Partnership <input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	
	City, state, and ZIP code	
	List account number(s) here (optional)	
		Requester's name and address (optional)

## 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								
or								
Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.

## 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. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

### Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If 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.

- For federal tax purposes you are considered a person if you are:
- An individual who is a citizen or resident of the United States,
  - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
  - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient 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 not subject to backup withholding, give the requester the appropriate completed form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, non-employee pay, 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 the instructions below and the separate Instructions for the Requester of Form W-9.

**Penalties**

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

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

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

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

**Specific Instructions**

**Name**

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

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

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for

your filing (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

**Exempt from backup withholding**

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;
9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov/online/ss5.pdf](http://www.ssa.gov/online/ss5.pdf). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

**Signature requirements.** Complete the certification as indicated in 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 non-employee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The Minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole Proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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

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

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or your EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal 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.)

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to other Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**RFQ#FY1601-01**  
**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the OCONEE COUNTY BOARD OF COMMISSIONERS has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Courthouse Security

\_\_\_\_\_  
Name of Project

Oconee County Board of Commissioners

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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



"RFQ# FY1601-01  
Courthouse Security Project

**Addendum Acknowledgement Form**

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*THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL*

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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



**RFQ# FY1601-01  
Courthouse Security Project**

**Drug-Free Workplace Certificate**

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*THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL*

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

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

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

**Contractor:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

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

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





# Oconee County Board of Commissioners

## Conflict of Interest Statement

### Renovation and Security Upgrade for the Oconee County Courthouse

RFQ#FY1601-01

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As a duly authorized representative of the firm

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify

that to the best of my knowledge that no circumstances exist which will cause a conflict of interest in performing services for Oconee County Government, that no employee of Oconee County, nor any public agency official or employee affected by this Request for Qualifications has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Oconee County Government.

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

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

Authorized Representative Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

## **Exhibit A**

Oconee County Insurance Requirements

## Exhibit A

### Oconee County Insurance Requirements

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

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

**Important:**

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

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

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

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

Exhibit A

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

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**A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES**

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

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**B. HIGH RISK INSURANCE LIMITS**

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**E: Consulting Services:**

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

Exhibit A

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Professional Liability

\$ 250,000

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

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