



RFQP No. 22-11-005

Request for Qualifications/Proposal

ELEVATED TANK MAINTENANCE PROGRAM

Oconee County Board of Commissioners
RFQP# 22-11-005
Elevated Tank Maintenance Program

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Oconee County Board of Commissioners

Notice for Request for Qualifications/Proposals No. 22-11-005 Elevated Tank Maintenance Program

ISSUE DATE	November 16, 2021
CLOSING DATE & TIME	December 16, 2021 at 10:00 AM Commissioner's Chambers Oconee County Courthouse 23 N Main Street, Suite 205 Watkinsville, Georgia 30677
RFQP NUMBER	22-11-005
ACCEPTANCE PLACE/AGENCY	Oconee County Board of Commissioners Finance Department – Procurement Officer 23 N. Main Street, Suite 203 Watkinsville, Georgia 30677
PRE-PROPOSAL MEETING	November 30, 2021 at 10:00 AM Commissioner's Chambers Oconee County Courthouse 23 N Main Street, Suite 205 Watkinsville, Georgia 30677
QUESTIONS & RESPONSES	Questions regarding this RFQP shall be received in writing via email no later than 5:00 PM on December 6, 2021. Responses will be provided via addenda no later than 5:00 PM on December 10, 2021.
CONTACT	Jessica Ellis, Procurement Officer ocbids@oconee.ga.us

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



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

**Request for Qualifications/Proposal
RFQP #22-11-005
Elevated Tank Maintenance Program
Issue Date: November 16, 2021**

The Oconee County Board of Commissioners is seeking proposals from qualified companies interested in providing a fifteen (15) year, full-service tank maintenance program for five (5) elevated water storage tanks. Please see the RFQP documents for full requirements.

A pre-proposal meeting is scheduled for **November 30, 2021 at 10:00 AM** in the Oconee County Board of Commissioners' Commission Chambers, located at 23 N. Main Street, Suite 205, Watkinsville, GA 30677. Attendance is not required to qualify as a respondent.

Sealed bids will be accepted by the Oconee County Finance Department located at the Oconee County Courthouse, 23 N. Main Street, Suite 203, Watkinsville, Georgia, 30677 until **10:00 AM, December 16, 2021**. At the time and date above, sealed bids will be publicly opened and the names read aloud in the Oconee County Board of Commissioners Commission Chambers located at 23 N. Main Street, Suite 205, Watkinsville, GA 30677. Bids received after this time will not be accepted.

Each sealed envelope must be marked on the outside as "Elevated Tank Maintenance Program RFQP# 22-11-005" and should include the respondent's name and address.

Questions regarding this RFQP should be directed to Ms. Jessica Ellis, Procurement Officer via email at ocbids@oconee.ga.us and shall be received no later than **5:00 PM, December 6, 2021**. Requests for documents shall include the respondent's company name, mailing address, e-mail, office phone, and website (if available).

Bid documents may be obtained from the County's website on the "Doing Business" tab under "Bid Opportunities" and are available to view at the Finance Department.

A bid bond* in the amount of five percent (5%) of the total bid amount and a Consent of Surety letter must be enclosed in bid submissions at the time of the bid opening. The Consent of Surety shall state that upon award of agreement, a Payment and Performance bond of one hundred percent (100%) of the total agreement amount can be furnished. *Surety companies executing bonds must be authorized to transact business in the State of Georgia.

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

By Oconee County Board of Commissioners
The Honorable John Daniell



RFQP No. 22-11-005

Section I - General Instructions

Elevated Tank Maintenance Program

A. GENERAL INFORMATION

The Oconee County Board of Commissioners is seeking proposals from qualified firms interested in providing a 15 year, full-service tank maintenance program for five (5) elevated water storage tanks. Please see Section III of the RFQP Documents for full requirements.

B. BID REQUIREMENTS

1. Bidder Qualifications

- a. Oconee County may make any investigations deemed necessary to determine bidder's ability to perform the work, and bidder shall furnish all information and data requested by the county. The county reserves the right to reject any bid from any bidder that the county considers not properly qualified to carry out agreement obligations or able to satisfactorily complete the work on schedule.

2. Examination of Bid Documents and Site

- a. Before submitting each a bid, each bidder shall: examine the bid document package thoroughly; become familiar with local conditions affecting cost and work progress or performance; become familiar with federal, state, and local laws, ordinances, rules, regulations affecting cost and work progress or performance; study and carefully correlate bidder's observations with the bid document package; and notify the county concerning conflicts, errors, or discrepancies in the bid document package.
- b. Bid submission will constitute incontrovertible representation that bidder understands and has complied with requirements contained in this article, and that bidder has read and understood the bid document package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform work.

3. Copies of Bid Documents

- a. The solicitation document package includes the Advertisement, Sections I-III, all attachments, exhibits, and addenda issued during the solicitation period.
- b. Complete sets of the solicitation document package shall be used in preparing bids. The county assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of the bid document package.
- c. The county, in making the RFQP document package available on the above terms, does so only to obtain bids on work and does not confer license or grant for any other use.
- d. Any part of the RFQP document package may be modified by addenda.

C. CONTACT PERSON

1. Bidders are encouraged to contact **Jessica Ellis, Procurement Officer by email at ocbids@oconee.ga.us** to clarify any part of the RFQP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this RFQP and also may result in the disqualification of the contractor's submittal.
2. Contractors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except through the purchasing officer named herein or 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.

D. VENDOR REGISTRATION & BID NOTIFICATION SYSTEM

1. Offerors are encouraged to sign up for the County’s registration system powered by Vendor Registry. This system allows the Offeror to quickly register and update details such as products and services it provides, as well as contact information. This will enable the County and its Vendor Registry to notify the Offeror of opportunities in the future. Proposals are not rejected for a failure to register. To Register or check the status of registration:
 - a. Please visit the County’s website at www.oconeecounty.com
 - b. Hover over ‘Departments’ and select ‘Finance’.
 - c. Select the link ‘Vendor Registration’.
 - d. Complete registration by following the instructions provided.

E. ADDENDA AND INTERPRETATIONS

1. Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county’s website under the bid information. Contractor should not rely on any representations, statements, or explanations other than those made in this RFQP or in any addendum to this RFQP. Where there appears to be a conflict between the RFQP and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.
2. Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the bid submittal. Bid submittals that fail to acknowledge the contractor’s receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantially changes the owner’s requirements.
3. Addenda may be issued to modify the bid document package as deemed necessary by Oconee County.

F. BID SUBMISSIONS

1. A total of five (5) sealed bids, one (1) unbound original, three (3) copies, and one (1) complete pdf copy on a new USB drive must be received no later than 10:00 AM on December 16, 2021. Bids must be submitted in a sealed envelope with the following clearly labeled on the outside “Elevated Tank Maintenance Program RFQP# 22-11-005” and should include the respondent’s name and address. Each envelope should be addressed to:

Oconee County Board of Commissioners
Attn: Procurement Officer
23 N. Main Street, Suite 203
Watkinsville, GA 30677

2. 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. Bid must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
3. Submittals or modifications received after the due date and time will not be considered. Oconee County Government assumes no responsibility for the premature opening of submittals not properly addressed

and identified and/or delivered to the proper designation. Late proposals properly addressed to the Oconee County Board of Commissioners shall be returned to the respondent unopened.

4. Each bid shall contain the following completed county forms and documents.
 - a. Bidder's Checklist
 - b. Bidder's Information
 - c. Addenda Acknowledgement Form
 - d. Partnership Affidavit (if applicable)
 - e. Corporate Affidavit (if applicable)
 - f. Individual Affidavit (if applicable)
 - g. Subcontractor List
 - h. Certificate of Non-Collusion
 - i. Georgia Security and Immigration Compliance Affidavit (E-Verify)
 - j. S.A.V.E. Affidavit
 - k. Drug Free Workplace Certificate
 - l. W-9
5. More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same or 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.
6. 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.

G. MODIFICATION AND WITHDRAWAL OF BIDS

1. Withdrawal prior to time for receiving bids: Bids may be modified or withdrawn by appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. Bid withdrawals will not prejudice applicant's rights to submit a new bid prior to the deadline for submitting bids.
2. Withdrawal after the time for receiving bids: After the period for receiving bids has expired, no bid may be withdrawn, modified, or explained, except as provided for in the below article.

H. AWARD OF CONTRACT

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

FOB destination, FOB point of origin, etc., may be corrected by Oconee County after verification is made by the applicant. However, under no circumstances can unit prices be changed.

2. Contract will be awarded by the county pursuant to applicable law. Nothing contained herein shall place duty upon the county to reject bids or award bids based upon anything other than the county's sole discretion as described herein.
3. The county will award the project at the county's discretion.

I. SIGNATURE REQUIRED

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

J. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

K. 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.

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

- Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.
- 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	\$ 100,000
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. **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.

END OF SECTION I



RFQP No. 22-11-005

Section II - General Terms & Conditions

Elevated Tank Maintenance Program

A. CONTRACT AND CONTRACT DOCUMENTS

The Solicitation and Offeror's response 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. AGREEMENT RENEWAL (IF APPLICABLE)

This agreement may be renewed up to four (4) successive, one-year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such fiscal year. The execution of all documents is subject to the Owner's approval. Written notice shall be given approximately sixty (60) days prior to the expiration date of each agreement period

D. 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.

E. DISCREPANCIES

Should a Bidder find discrepancies in the bid documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing, not later than five (5) working days prior to the date for Bid to close. Any changes to the RFQP 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.

F. 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.

G. 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.

H. BRAND OR MANUFACTURER'S REFERENCE

The County has determined that any manufacturer's brand defined in the RFQP 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.

I. OWNERSHIP

Oconee County is the owner of all work and related documentation done on behalf of Oconee County unless otherwise agreed to in writing. All work and related documentation shall be promptly turned over to Oconee 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 Oconee County's actual legal fees and cost.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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
Attn: Procurement Officer
23 N. Main Street, Suite 203
Watkinsville, Georgia 30677

P. 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.

Q. **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.

Force Majeure. Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Agreement, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, pandemic, or other catastrophic natural event or act of God. Either party to the Agreement must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

R. **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.

S. **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.

T. **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 State except as to latent defects, fraud and Contractor's warranty obligations.

U. **SITE MAINTENANCE**

At all times, the Contactor shall protect existing facilities and keep all work sites free from rubbish and the accumulation of any waste materials. The Contractor shall be responsible for immediate repair of damage and for the removal of all trash at the end of each day or more frequently as may be required by the Department Director.

V. **SAFETY MEASURES**

The Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work, all

necessary safeguards for the protection of the workmen and public including traffic control and warning signs.

W. 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.

X. 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.

Y. 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
P.O. Box 1527
Attn: Finance Department
Watkinsville, GA 30677

All such invoices will be paid in accordance with Oconee County’s Fiscal Policy. The preferred method of payment is electronic. Refer to table below for payment method options.

Payment Method:	Terms:
Electronic Payment Method	10 Days
Automatic Clearing House (ACH)	20 Days
Check	30 Days

Should any items be questioned, 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.

Z. 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.

AA. **ASSIGNMENT OF CONTRACT**

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

BB. **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.

CC. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES (IF APPLICABLE)**

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

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

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

DD. **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.

EE. **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.

FF. **TERMINATION**

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

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

GG. **BID BONDS, PERFORMANCE AND PAYMENT BONDS**

If required, 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.

HH. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

- **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.

- 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.
- 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.
- 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.

II. **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.

JJ. **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.

KK. **AGREEMENT**

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

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

b) “no parole evidence”- prohibits oral modifications to the contract or allowance for past practices by the County.

c) Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

LL. 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.

MM. GENERAL CONTRACTOR LICENSE (IF APPLICABLE)

Licensed General Contractors shall furnish to the County, personally or through his or her authorized agent specifically designated to act on his or her behalf in a sworn written document, his or her general contractor license number and the identity of any business organization for which such Applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

Respondents and any subcontractors chosen by the Respondent shall be qualified and licensed Contractors, with the exception of “specialty contractors” under Chapter 14 of Title 43 (<http://sos.ga.gov/admin/files/SpecialtyLTD.pdf>)

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

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

Those authorized to sign are as follows:

- a) If a sole proprietorship, the owner may sign.
- b) If a general partnership, any general partner may sign.
- c) If a limited partnership, a general partner must sign.
- d) If a limited liability company, a “member” may sign or a “manager” must sign if so specified by the articles or organization.
- e) If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid. This document is included in the bid package for your convenience.

OO. 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 Qualifications/Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

PP. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

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

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

END OF SECTION II



RFQP No. 22-11-005

Section III – Scope of Services

Elevated Tank Maintenance Program

Elevated Tank Maintenance Program
RFQP# 22-11-005
Scope of Services

1. GENERAL INFORMATION

The Oconee County Board of Commissioners is requesting proposals from qualified firms to provide a 15-year, full-service tank maintenance program for five (5) elevated water storage tanks. Services will include but not be limited to: engineering and inspection services, rehabilitation, repair, repainting, washout, and preventative maintenance. The selected firm shall assume full responsibility and accountability for maintenance of the County's elevated water storage tanks listed below.

Tank Name	Capacity	Description	Latitude / Longitude
Dove Creek Tank	250,000 gallons	Multi-Leg	33.919840° / -83.609444°
Mars Hill Tank No. 1	1,000,000 gallons	Multi-Leg	33.914748° / -83.503710°
Mars Hill Tank No. 2	500,000 gallons	Multi-Leg	33.914922° / -83.504082°
Watkinsville Tank No. 1	250,000 gallons	Multi-Leg	33.852393° / -83.417962°
Watkinsville Tank No. 2	750,000 gallons	Composite	33.846557° / -83.421994°

2. PROPOSAL REQUIREMENTS

A. General Requirements

- Responses must follow the format outlined herein.
- All pages must be 8½" x 11".
- No additional correspondence may be submitted.
- The Owner may reject as non-responsive at its sole discretion any submittal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format.
- Where forms are provided, they should be used without substitution. Use of forms other than those provided by the Owner may constitute a non-responsive proposal and may be rejected.
- The Proposal shall consist of:
 - i. Statement of Qualifications
 - ii. Signed Proposal Form
 - iii. Vendor Forms required by the County

B. Statement of Qualifications

- The Statement of Qualifications shall be organized in the following manner:
 - Cover letter / Letter of Intent
 - Offeror Information
 - Team Organization, Experience, and Certifications
 - Services Offered
 - Coatings Offered
 - Supporting Documents

1. Cover Letter/Letter of Intent

- i. Introduction Letter with intent as it may pertain to the Request for Qualifications.

2. Offeror Information

- i. Firm name (also include legal name, if different)
- ii. Offeror Contact Information, including:
 - Full mailing address of both local and corporate offices
 - Local office telephone number
 - Main contact person and title
 - Main contact telephone number
 - Main contact e-mail address
 - Authorized representative to conduct contract negotiations with the County, if different from the contact person
 - Registered agent in the state of Georgia on whom services can be made in the event of litigation
- iii. Offeror Firm Information:
 - Type of organization
 - Date of organization
 - Company officers and management structure
 - Company history
 - Operating philosophy
 - Services offered by company
 - States in which company is licensed to operate
 - Subcontractors utilized in tank maintenance agreements
- iv. Licensing and Certification:
 - Jurisdictions, type of licenses, license numbers
 - Copy of contracting licenses in Georgia, if licensed
 - Copy of subcontractor contracting licenses in Georgia, if licensed
 - Certifications, if applicable, as a disadvantaged, minority, woman-owned, or small business enterprise
- v. Project Experience and Resources:
 - List current tank maintenance agreements, with owner contact person, address, telephone number, e-mail address, original contract year and number of tanks maintained.
 - List pieces of major equipment available for use in this agreement.
 - State if the Offeror has been terminated due to failure to meet requirements of a maintenance agreement. If so, attach details and owner contact information.

- State if any judgements, claims, disputes, or litigation are pending or outstanding involving the Offeror or its officers. If so, attach details and owner contact information.
- vi. Safety, Health, and Environmental Compliance
- Name of Offeror's Safety Officer
 - Describe the Offeror's commitment to worker safety, health, and environmental compliance.
 - Attach Hazard Communication Plan, including hazards assessment, hazards communication, and employee training.
 - Attach Spill Containment and Response Plan, including spills of materials, communication protocols, cleanup, transport and disposal, and employee training.
 - For the Offeror and any subcontractors which may be utilized in this agreement, provide as an attachment OSHA No. 500 – Log & Summary of Occupational Injuries and Illnesses for the past 5 years.
 - For the Offeror and any subcontractors which may be utilized in this agreement, provide as an attachment a list of all OSHA Citations and Notifications of Penalty (monetary or other) received within the last 5 years. Indicate disposition as applicable. If none, so state.
 - For the Offeror and any subcontractors which may be utilized in this agreement, provide as an attachment a list of all state safety citations or violations under any state received within the last 5 years. Indicate disposition as applicable. If none, so state.
 - For the Offeror and any subcontractors which may be utilized in this agreement, provide as an attachment the following:
 - Workers' Compensation Experience Modification Rate for each of the last 5 years.
 - Total Recordable Frequency Rate for each of the last 5 years.
 - Total Number of man hours worked for each of the last 5 years.
 - Days Away from Work, Days of Restricted Work Activity, or Job Transfer (DART) incidence rate for the type of work to be performed under this agreement.
- vii. Financial Information
- Financial institution, account manager, address, and telephone number.
 - For each of the last 3 years, audited financial statements prepared by an independent certified public accountant (CPA) that include a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement.
 - If the audited financial statements were prepared more than six (6) months prior to the issuance of this RFQ, the Offeror shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period.
 - Offerors may provide further explanation and documentation regarding information in its financial statements.

- Audited and internal financial statements and related documents provided in response to this qualifications package requirement shall be kept confidential if the Offeror marks each page in boldface at the top and bottom as “CONFIDENTIAL”.

3. Team Organization, Experience and Certifications/Qualifications

- i. Provide the project team organization chart for this Agreement.
- ii. Provide the following information for the project manager, superintendents, foremen and inspection personnel proposed for this agreement.
 - Educational background
 - Work experience with the proposing firm, inclusive of duration (by dates) of employment and positions held
 - NACE certification number
 - Other certifications and licenses
 - Specific project experience similar to the work to be done under this contract and the role performed in selected projects.
 - Personnel Commitment: By submitting the names for consideration under this Section the Offeror is committing these people (Project Manager and Field Superintendents) to Oconee County Water Resources for this contract’s duration, if awarded the project.

4. Services Offered

- i. Demonstrate understanding of the goal and Scope of Services requested.
- ii. Describe the Offeror’s approach to project execution.
- iii. Describe the Offeror’s quality control and assurance practices and quality certifications.
- iv. Provide detailed explanation of any qualifications or exceptions to the Scope of Services.

5. Coatings Offered

- i. For each tank, propose a coating system to include surface preparation, prime, intermediate and finish coatings for interior and exterior surfaces. Paints and paint products of the Tnemec Company, Inc., shall be offered with this Proposal as standards of quality and cost. Offerors proposing or recommending alternate coating systems as equal shall include a side by side comparison of the performance attributes of the proposed materials. For Tnemec coating systems and for each alternate coating system offered, the Offeror shall provide:
 - Full name and identification of each product.
 - Generic coating type
 - Proposed dry film thickness of each coating
 - Descriptive literature if requested by the Owner
 - Performance data if requested by the Owner
 - Manufacturer representative name and contact information
 - Certification of the manufacturer for the Offeror to use its products
 - Qualifications of the manufacturer to meet the intent of the Scope of Services

- Proposed cost adjustments by Agreement modification if the Owner accepts an alternate coating system

C. Cost Proposal

- The Offeror shall furnish all information required by the Proposal Form included in Appendix A.
- The Proposal Form will include:
 - i. Annual and total costs for scheduled maintenance of each tank.
 - ii. Total annual costs for scheduled maintenance of all tanks and a total cost for all planned maintenance.
 - iii. The Proposal Form must provide the full firm name and address of the Offeror.
 - iv. The firm name and authorized signature must appear on the Proposal Form in the space provided on the signature page. Lack of a manual signature on the Proposal Form will disqualify the Proposal. The person signing the Proposal Form will show title or authority to bind the firm in agreement. Those authorized to sign are as follows:
 - If a sole proprietorship, the owner may sign.
 - If a general partnership, any general partner may sign.
 - If a limited partnership, a general partner must sign.
 - If a limited liability company, a “member” may sign or a “manager” must sign if so specified by the articles or organization.
 - If a corporation, the person or persons signing the Proposal Form must show the name of the State under the laws of which the Corporation is chartered and authority of each person to sign same, and the names, titles and addresses of the President, Secretary and Treasurer, and the Corporate Authority for doing business in this state.
 - Others may be granted authority to sign, but the Owner requires that a corporate document authorizing an individual to sign be submitted with the Proposal Form.
- The person signing the Proposal Form must initial any erasures or other changes.
- The Owner reserves the right to revise schedules of maintenance activities for individual tanks to meet its preferences for any reason and based on recommendations of the selected Offeror.
- Costs for this contract shall remain as proposed until the contract is completed.
- Proposals shall be submitted in two parts:
 - i. The Statement of Qualifications shall be enclosed in a sealed envelope or package clearly labeled as “Statement of Qualifications”.
 - ii. The Proposal shall be enclosed in a separate sealed envelope or package clearly labeled as “Cost Proposal”.
- Proposals to Remain Open
 - i. Submitted proposals shall remain open for acceptance by the Owner for sixty (60) calendar days following the proposal opening. The Owner may, at its sole discretion, release any proposal prior to the end of the 60 days.

D. Examination of Proposal Documents and Site

- The Offeror should review available inspection information about each tank included in Appendix C of this document. This information is provided only to assist the Offeror and is not implied by the RFQP to be complete or accurate. The Offeror is responsible to conduct investigations necessary for a complete proposal.
- On request, the Owner may provide each offeror access to work sites to conduct investigations that the Offeror deems useful in order to submit a proposal. The Offeror's operations must be confined inside such property, right-of-way or easement lines as provided by the Owner, and the Offeror shall not enter any easements except upon written direction from the Owner.
- Proposal submission will constitute incontrovertible representation that the Offeror understands and has complied with requirements contained in this solicitation, and the Offeror has read and understood the Proposal Document Package and hereby stipulates that the documents are sufficient on scope and detail to indicate and convey understanding for terms and conditions in order to perform the required work.
- Complete RFQP Documents shall be used in preparing submittals. The Owner assumes no responsibility for errors or misrepresentations resulting from using incomplete sets of proposal documents.
- The Owner, in making RFQP Documents available on the above terms does so only to obtain proposals for work and does not confer license or grant for any other use.

3. EVALUATION OF PROPOSALS

- The Owner will consider all information provided in the Statement of Qualifications and in the Proposal Form and reserves the right to make an award as deemed in its best interest based on qualifications and cost.
- The Owner will utilize a selection team to review and evaluate proposals. Proposals submitted may be reviewed and evaluated by any person at the Owner's discretion, including non-allied and independent contractors retained by the Owner now or in the future.
- The Owner may conduct investigations deemed necessary to assist in evaluating proposals and to establish responsibility, qualification, and financial ability for offerors, proposed subcontractors, persons and organizations proposed to perform work. The Offeror shall furnish all information and data requested.
- Offerors and any subcontractors utilized by the Offeror shall be qualified and licensed contractors with the exception of "specialty contractors" under Chapter 14 of Title 43 of the Official Code of Georgia Annotated. (<http://sos.ga.gov/admin/files/SpecialtyLTD.pdf>)
- The Owner reserves the right to reject any proposal from any offeror that the Owner considers not properly qualified to carry out agreement obligations or able to satisfactorily complete the work on schedule.
- To the extent permitted by applicable state and federal laws and regulations, the Owner reserves the right to reject any and all proposals, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional proposals. Proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate proposals, incomplete or unbalanced unit prices, or other irregularities.

- Identification of discrepancies and explanation of qualifications, exceptions, and alternates as authorized in this RFQP shall not be a cause for rejection of a proposal or for any penalty in evaluation. The Owner reserves the right to request additional information to evaluate such explanations.
- An Offeror may be requested to provide an oral presentation of its proposal to the Owner’s representatives. Such a presentation will be exclusively for information and explanation session and will not contemplate or authorize negotiation. Oral presentation is an option of the Owner at its request and in its sole discretion.
- In case of error in the extension of prices in the cost proposal, the unit price will govern.
- Any error which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Owner after verification is made by the Offeror. However, under no circumstances can unit prices be changed.
- After the opening date of proposals, no proposal shall be altered, amended, or withdrawn unless the acceptance date has expired. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- The Owner’s selection team will rank proposals in the order the team determines to be most advantageous to the Owner based on the weighted evaluation criteria described below:

Evaluation Criteria	Weighting Points
Project Experience and Available Resources	35
Offered Services and Project Management	35
Cost Proposal	30

4. CONTRACT AWARD

- The Offeror will contract in writing with the Owner in the form of a Tank Maintenance Agreement which is acceptable to the County and provided by the Offeror to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary and to provide the services associated with the Tank Maintenance Program in full and complete accordance with the written, noted, described, and reasonably intended requirements of the General Terms and Conditions of the Agreement and the Scope of Services in this RFQP to the full and entire satisfaction of Oconee County Board of Commissioners with a definite understanding that no money will be allowed for extra work except as set forth in the executed Proposal.
- During preparation of the Agreement, the Owner reserves the right to revise schedules of maintenance activities for individual tanks to meet its preferences for any reason and based on recommendations of the selected Offeror.
- Costs for maintenance activities shall remain as proposed until the contract is completed.

5. CONTRACT TIME

- Work shall be performed annually as described in the Proposal and the Scope of Services. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.
- Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Department

Director, or should the contractor fail to make a timely replacement of rejected items when so requested, the Owner may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the Owner for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the Owner owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Owner as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6. SCOPE OF SERVICES

A. General

- The Contractor shall furnish any and all services, including inspection, engineering, and construction services, needed to ensure the tanks are sound, watertight, in working order according to design specifications and in compliance with all State of Georgia requirements, including but not limited to steel replacement, steel parts, foundation repair, expansion joints, sway rod adjustments, tank overflows, screens, manhole covers, gaskets, all maintenance and electrical components specific to all tank lighting and FAA lighting and any other components of the tanks, but excluding SCADA/telemetry and generators.
- As specified in Section 6.C, the Contractor shall perform annual visual inspection of each water storage tank and provide a detailed report to the Owner regarding the findings at each tank.
- As specified in Section 6.D, the Contractor shall perform washout and visual inspection of each water tank according to the schedule on the Proposal Form.
- The Contractor shall provide recommendations to the Owner regarding necessary repairs, recoating schedule, and any other maintenance observations.
- The Contractor shall perform repairs, coating work, and other maintenance approved by the Owner.
- The Contractor shall provide emergency services upon request by the Owner.
- The Contractor shall perform interior renovations with disinfection and exterior renovations with a new logo as scheduled in the Proposal Form.
- The Owner reserves the right to revise schedules of washout inspections and interior and exterior renovations for individual tanks to meet its preferences for any reason and based on the results of inspections and recommendations of the Contractor. If rescheduled, all services shall be performed at the costs offered on the Proposal Form.
- The Contractor shall provide the Owner with a minimum advance notice of thirty (30) working days in advance of performing any services that will result in removing a tank from service. All work shall be coordinated with the Owner to avoid interruptions in water service and fire protection and conflicts with Owner maintenance and improvement activities. The Owner reserves the right to return the tank to service at any time during the work period in the event of emergency.
- The Contractor shall provide all necessary pressure reducing and blow off valves in the system as needed to maintain system pressures while individual tanks are out of service.
- The Contractor shall coordinate its work at each site with cell site management contacts, as applicable.
- The Contractor shall be responsible for the safety, actions and conduct of its employees and subcontractors at all times for the duration of the work. All work undertaken shall be performed in full accordance with all applicable State and local codes.

- The Contractor shall provide short-term and long-term project management services to maintain the water storage assets. A perpetual warranty for all services shall be included during the period of this Agreement.

B. List of Current Water Storage Tanks to be Maintained

- The current list of five (5) tanks may be increased or decreased, at the discretion of the Oconee County Department of Water Resources by modification of the Agreement.

Tank Name	Capacity	Description	Latitude / Longitude
Dove Creek Tank	250,000 gallons	Multi-Leg	33.919840° / -83.609444°
Mars Hill Tank No. 1	1,000,000 gallons	Multi-Leg	33.914748° / -83.503710°
Mars Hill Tank No. 2	500,000 gallons	Multi-Leg	33.914922° / -83.504082°
Watkinsville Tank No. 1	250,000 gallons	Multi-Leg	33.852393° / -83.417962°
Watkinsville Tank No. 2	750,000 gallons	Composite	33.846557° / -83.421994°

C. Annual Inspection of Structure, Coating Systems and Tank Appurtenances

- Tanks shall be kept in service for annual inspection. Inspection may be performed during low level time periods. This is a limited inspection, based on the extent of the facility visible and accessible while the facility is still in service.
- The Contractor shall assess water quality, potential for contamination, safety, water tightness, and security of each tank and the condition of tank appurtenances.
- The Contractor shall evaluate the structure of the tank to ensure the structure is sound and compliant.
- The Contractor shall evaluate both exterior and interior coating systems for their protective qualities, percentage of deterioration, and appearance.
- The Contractor shall take photos/video of items noted as well as general photos of the tank features.
- The Contractor shall document any need for repairs or coating work.
- The Contractor shall provide the Owner with a Condition Assessment Report, detailing the inspection items listed above, within forty-five (45) days from date of inspection.

D. Interior Washout Inspection and Disinfection

- The Contractor shall coordinate with Owner staff for the timing and process for draining the subject tank. The Owner is responsible for draining and filling the tanks and conducting required water testing.
- The Contractor shall completely pressure wash (minimum pressure of 3,000 psi) the interior of each tank to remove all mud, silt, biofilm, and other accumulations that might be harmful to the tank or its contents.
- The Contractor shall evaluate both exterior and interior coating systems for thickness, protective qualities, percentage of deterioration, and appearance.
- After washout is completed, the Contractor shall disinfect the tank in accordance with AWWA standards utilizing disinfection spray method #2.

- The Contractor shall close up tank to include new manway gaskets (required) and hardware if required and secure the tank.
- The Contractor shall take photos/video of items noted as well as general photos of the tank features
- The Contractor shall document any need for repairs or coating work.
- The Contractor shall provide the Owner with a Condition Assessment Report, detailing the inspection items listed above, within forty-five (45) days from date of inspection.

E. Maintenance and Repairs

- Upon approval from the Owner, the Contractor shall proceed with recommended work for each tank.
- All repair work shall be done as specified and shall be in accordance with the latest applicable paragraphs of Part B, AWWA D101-53 (latest version). All work to be done in accordance with industry standards and completed in a workmanlike manner.
- The Contractor shall:
 - Perform any cleaning, preventative maintenance, and repairs needed.
 - Grout cracks in foundations.
 - Tighten all bolts and rods.
 - Weld plates on all sections as directed by Owner where corrosion has reduced effective wall thickness a minimum of 1/8".
 - Maintain level indicator.
- If needed, the Contractor shall install:
 - Anti-climb devices on the access ladder to each tank to prevent unauthorized persons from climbing the tank.
 - Locks on the roof hatches and anti-climb devices to prevent unauthorized persons from entering the tanks.
 - New stainless steel vent and overflow screens.
- Provide photos/video to the Owner of items/areas that were corrected.

F. Urgent Response Requirements

- When necessary, the Owner shall initiate urgent response requirements. Under urgent response conditions, the Contractor shall mobilize at the job site, perform investigation and troubleshooting as required, initiate work, and work continuously until all urgent work is completed. Response time to mobilize and initiate work for urgent jobs will be an element of each Contractor's response, expressed in number of hours. The maximum acceptable response time shall be 24 hours after notification.

G. Interior and Exterior Renovations

- Interior and Exterior Renovation of each elevated water tank shall consist of surface preparation, repainting, inspection, sterilization, and clean-up as specified herein.

H. Surface Preparation

- Prior to applying any paint, the surface shall be cleaned of all loose scale, rust and deteriorated paint. The Contractor shall consult with the paint manufacturer to ensure that the degree of cleaning and surface profile produced will be satisfactory for the coating system performance.
 - All surfaces specified to be solvent cleaned shall be prepared by removing all oil, grease, soil or other contaminants from the surface by washing with an alkaline cleaner described in Appendix A.3 of SSPC-SP-1 "Solvent Cleaning" to remove all dirt, dust, paint, chalk and foreign matter.
 - All exterior surfaces specified to be commercial blasted shall be prepared in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 6 "Commercial Blast Cleaning."
 - All surfaces specified to be brush blasted shall be prepared in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 "Brush Blast Cleaning."
 - All interior surfaces specified to be near white blasted shall be prepared in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 10 "Near White Blast Cleaning."
 - In addition, all surfaces shall be free of weld slag, flux and surface contaminants that would interfere with the bond of the coatings. The surface of welds should be reasonably smooth and free of irregularities such as sharp peaks, pits, etc., to ensure uniform film continuity
 - All exterior surfaces specified to be sprayed with a bleach solution. Let solution sit for 15 minutes before power washing clean. Power wash with 3,000 psi with oscillating tip. Power tool clean all visible rusty areas to a SSPC-SP3 standard. Feather all edges. Prior to coating the substrate must be clean dry and free of all contaminants.

I. Debris Containment and Disposal During Paint Removal Operations

- During surface preparation, airborne particulate and debris from the removal of the paint can contaminate the air, soil and water surrounding the work site. The Contractor will be required to perform any site remediation required due to improper collection and disposal of paint removal debris. The Contractor shall develop a debris containment and disposal plan in accordance with these Specifications and federal and state requirements. The Contractor shall submit this plan to the Owner for review and comment prior to starting work.

J. Repainting Work

- All repainting work shall be done as specified and shall be in accordance with the latest applicable paragraphs of AWWA Standard D102.
 - Prior to the application of any paint or coating material, the Contractor shall submit to the Owner an affidavit from the paint manufacturer that the material supplied complies with the requirements of AWWA Standard D102 and is approved by the American National Standards Institute/National Sanitation Foundation Standard 61 (ANSI/NSF Standard 61) for potable water storage tanks. All paints used shall be the products of a single paint manufacturer. In addition, the paint manufacturer shall certify that the specified coating is compatible with the existing coating. If not compatible, a suitable coating system shall be provided at no additional cost.

- Prior to application of the first coat of paint, the Contractor shall have the paint manufacturer's representative inspect and certify to the Owner that the surface has been properly prepared to receive the coating.
- All cleaning including initial wash-down and final wash-down shall be coordinated with the Owner and shall be accomplished by means approved by the Owner.
- After completion of the repainting work and before payment is made by the Owner, the Contractor shall submit to the Owner an affidavit stating that all repainting work has been completed in accordance with the requirements of AWWA Standard D102 and these Specifications.
- Field prime, field touch-up and field finish coats shall be applied by experienced workmen. The paint manufacturer's printed instructions shall be submitted with schedules to the Owner for approval. Those instructions shall be kept available at the jobsite, be explained in detail to all painters, and the requirements thereof strictly observed. The Contractor shall be responsible for all damages and repair of damages due to spray, sand, etc. on adjacent structures, vehicles, etc. Extreme caution and application techniques shall be used when this possibility exists.
- After exterior surfaces have been field finish painted and are dry, the Contractor shall paint the Owner's current logo on the exterior surface of the tank. Paint shall be of the type used for painting the exterior surfaces, and color will be selected by the Owner from the paint manufacturer's standard colors. Letters shall be solid and laid out with full size templates to the present size. Layout and final spacing shall be submitted to the Owner for approval.
- Prior to notifying the Owner that painting is completed, the Contractor shall notify the paint manufacturer's representative who shall make a semifinal inspection of the painting work. The manufacturer's representative shall then notify the Contractor and the Owner of all instances where the painting work fails to comply with the Specifications, as well as defects discovered. The Contractor shall immediately make those alterations which are necessary to make the work comply with the Specifications. The paint manufacturer's representative and Owner shall make final inspection to verify recommendations and specifications have been met.
- After completion of the repainting work and before payment is made by the Owner, the Contractor shall submit to the Owner an affidavit stating that all repainting work has been completed in accordance with the requirements of AWWA Standard D102 and these Specifications.

K. Paint System

- The Owner shall select a coating system for each tank based on information provided in the Contractor's Proposal and recommendations of the Contractor and the system manufacturer's representative. Overcoating shall be performed with like coatings or better. System specified will be referenced to AWWA Standard D102.

L. Final Inspection

- After notice from the Contractor that the repair and painting work is completed in accordance with these Specifications, the Owner and manufacturer's representative shall make a final inspection of the work. The Contractor will be notified of all instances where work fails to comply with

Specifications. The Contractor shall immediately make those alterations which will make the work fully comply with the Specifications.

- All inspection and inspection reports will be in accordance with the AWWA Standard D102 Section 8.

M. Sterilization

- Upon completion of all work and before placing the tanks into service, the Contractor shall wash down all inside surfaces of the tank and sterilize the tank and piping in accordance with the requirements of Section 5 AWWA D102, Method Two (latest version). Disposal of the heavily chlorinated water (if any) must be accomplished according to the requirements of AWWA C652 latest edition and current Georgia Environmental Protection Division requirements.

N. Cleaning Up

- Before the work will be considered complete, all rubbish and unused material due to or connected with the construction shall be removed from the premises and disposed of in a manner satisfactory to the Owner. Private and public property disturbed and damaged as a result of the work shall be restored to their former condition by the Contractor; final payment will be withheld until that work is finished.

O. Guarantee

- The Contractor shall guarantee all work to the extent that it will repair defects due to faulty design, workmanship and material which may appear for a period of one year after each annual scheduled task of the Tank Maintenance Program is fulfilled.
- A 5-year material warranty will be furnished by the paint manufacturer for the exterior coating system. A 15-year gloss and color retention warranty will be provided by the paint manufacturer to the Owner.
- Each anniversary inspection shall be conducted in accordance with AWWA Standard D102-03, Section 9. Any remedial work required based on this inspection will be done in accordance with AWWA Standard D102-03, Section 9.

Appendix A

Existing Tank Information

1. Suez Utility Service Company, Inc., 250,000 Gallon Elevated Dove Creek Tank Visual Inspection Report for the Oconee County Water Resources Department, January 2020
2. Suez Utility Service Company, Inc., 1,000,000 Gallon Elevated Mars Hill Tank #1 Visual Inspection Report for the Oconee County Water Resources Department, January 2020
3. Suez Utility Service Company, Inc., 500,000 Gallon Elevated Mars Hill Tank #2 Visual Inspection Report for the Oconee County Water Resources Department, January 2020
4. Suez Utility Service Company, Inc., 250,000 Gallon Elevated Watkinsville Tank #1 Visual Inspection Report for the Oconee County Water Resources Department, January 2020
5. Precision Planning, Inc., Drawings for the 750,000 Gallon Composite Watkinsville Tank #2, excerpted from Drawings for the Southeast Oconee Pressure Zone Water System Improvements, April 29, 2020



Utility Service Co.
I N C O R P O R A T E D

535 Courtney Hodges Blvd.
Perry, Georgia 31069
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Fax 478.987.2991

250,000 Gallon Elevated Dove Creek Tank Visual Inspection Report

Oconee County Water Resources

Prepared By:
Lee Smallwood

Presentation Date:
January, 2020



General Information

TANK DETAILS

CAPACITY:	250,000 Gallon	DESIGN:	Elevated
INSPECTION DATE:	October 24, 2019	INSPECTOR:	Lee Smallwood
CONSTRUCTION STYLE:	Welded Steel	CONSTRUCTION DATE:	2018
BUILDER:	Phoenix	HEIGHT:	App. 170' to LWL
EXTERIOR COATING:	Fluoropolymer	EXTERIOR LEAD PRESENCE:	N/A
INTERIOR COATING:	Epoxy	INTERIOR LEAD PRESENCE:	N/A

Exterior Coatings Condition

LEGS, STRUTS, AND STRUCTURAL MEMBERS

The exterior is protected with an fluoropolymer coating system. The coating was found in great condition. No areas of concern was noted during inspection.

TANK BOWL

The tank bowl was in great condition. No areas of concern were found.

SIDEWALLS AND ROOF

The finish coat on the roof was noted for great condition.

RECOMMENDATIONS

- The exterior was found in great condition and should protect the substrate for the next 8-10 years.

Interior Coatings Conditions

ROOF AND AREA ABOVE HIGH WATER LEVEL

The interior was found in great condition. No areas of concern was noted.

SIDEWALLS

The upper walls were noted for great condition.

FLOOR OF BOWL.

This area could not be inspected due to sediment and the water level.

RECOMMENDATIONS

The interior should protect the substrate for the next 10-12 years.

Safety/Sanitation/Structural/Security Conditions

SAFETY

Ladders

The access ladders were found in good condition.

Balcony, Balcony Railing

Balcony was found in good condition.

Riser Protective Grate/ Riser Handrail

Good condition.

Riser Access Door

The manway was found in good condition.

Secondary Access Hatch

N/A

SANITATION

Roof Hatch

Found in good condition.

Roof Vent

A roof vent screen was installed and was in good condition.

Overflow

The overflow pipe was found with a flapper and screen. Both were in great condition.

Fill Pipe Protective Cover

N/A

STRUCTURAL

Foundations

The foundation tops were sealed and in good condition.

Wind Rods

The wind rods were noted for good condition.

SUMMARY AND RECOMMENDATIONS

SUMMARY

Overall this water storage tank is in great condition. A list of items needed is listed below.

RECOMMENDATIONS

- Install a ladder gate to the access ladder.
- Secure the roof hatch with a lock.



Photo #1



Photo #2



Photo #3



Photo #4



Photo #5



Photo #6



Photo #7



Photo #8

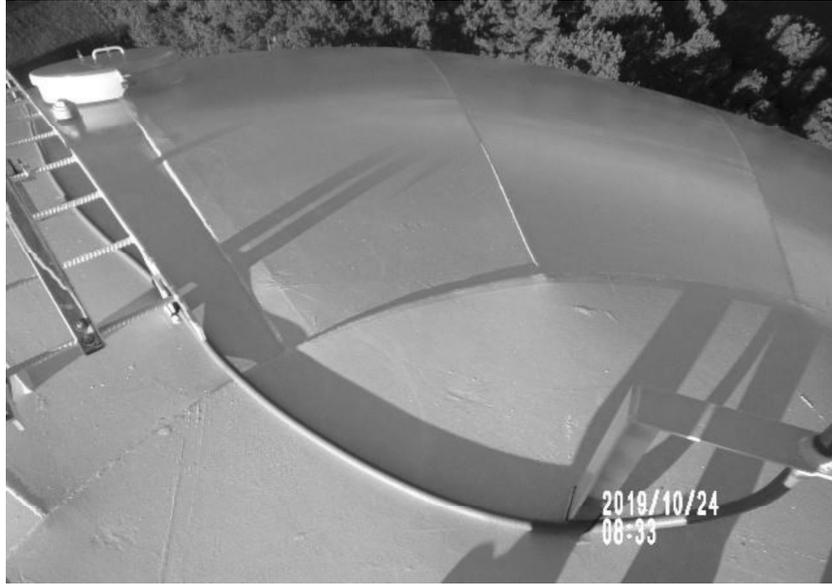


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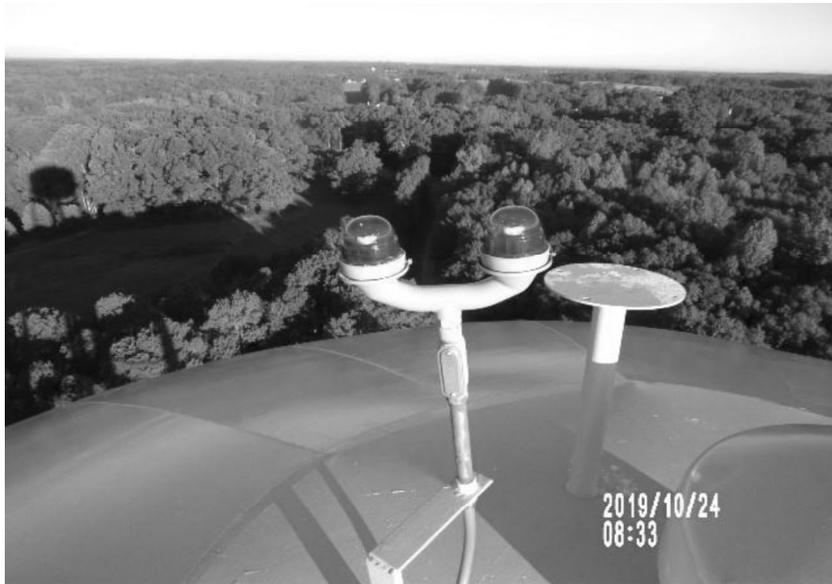


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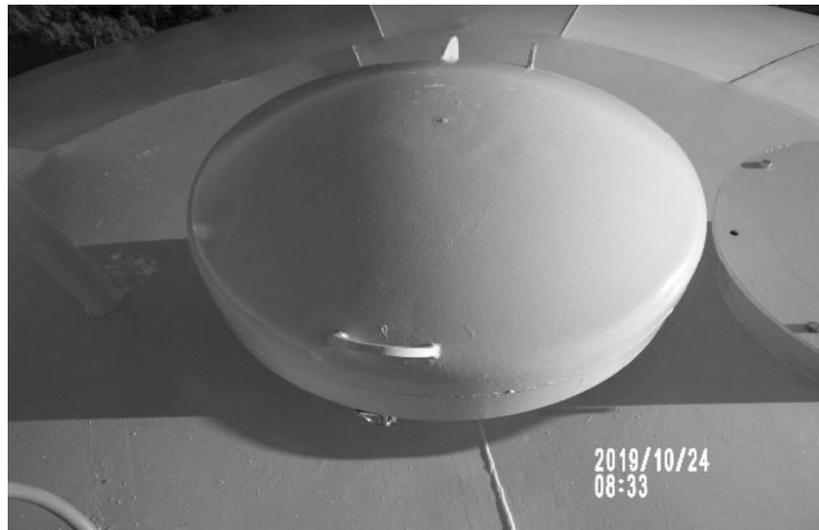


Photo #11



Photo #12



Photo #13

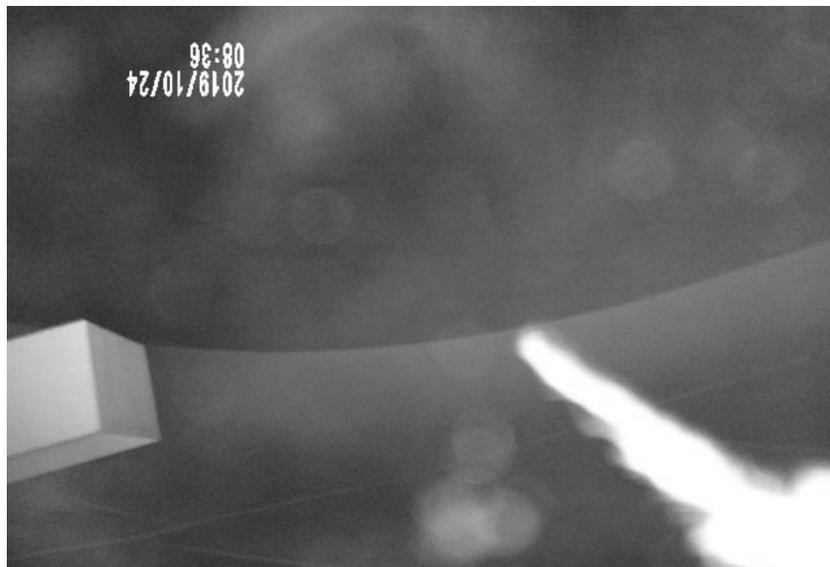


Photo #14



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1,000,000 Gallon Elevated Mars Hill Tank #1 Visual Inspection Report

Oconee County Water Resources

Prepared By:
Lee Smallwood

Presentation Date:
January, 2020



General Information

TANK DETAILS

CAPACITY:	1,000,000 Gallon	DESIGN:	Elevated
INSPECTION DATE:	October 23, 2019	INSPECTOR:	Lee Smallwood
CONSTRUCTION STYLE:	Welded Steel	CONSTRUCTION DATE:	2000
BUILDER:	Phoenix	HEIGHT:	App. 144' to LWL
EXTERIOR COATING:	Urethane	EXTERIOR LEAD PRESENCE:	N/A
INTERIOR COATING:	Epoxy	INTERIOR LEAD PRESENCE:	N/A

Exterior Coatings Condition

LEGS, STRUTS, AND STRUCTURAL MEMBERS

The exterior is protected with a urethane coating system. The coating was found in overall fair condition for its age. Heavy chalking was noted for all the legs and struts. Mildew was noted on the legs.

TANK BOWL

The tank bowl was noted with chalking. Dirt, grime, mildew were all noted on the bowl.

SIDEWALLS AND ROOF

The finish coat on the roof was noted for chalking. Checking and flash rust were noted on the catwalk floor.

RECOMMENDATIONS

- The exterior should be planned for renovation in the year 2020-22.

Interior Coatings Conditions

ROOF AND AREA ABOVE HIGH WATER LEVEL

The interior was found with random corrosion on weld seams. This rust is bleeding down on the sidewalls making these areas appear worse than the actual condition. Checking and flash rust was found on areas of the interior.

SIDEWALLS

The upper walls were noted for areas of flash rust mixed with staining and sediment. The lower sidewalls appeared to have random flash rust but hard to inspect with water level.

FLOOR OF BOWL.

This area could not be inspected due to sediment and the water level.

RECOMMENDATIONS

- The interior should be planned for renovation in year 2020-22.

Safety/Sanitation/Structural/Security Conditions

SAFETY

Ladders

The access ladders were found in good condition.

Balcony, Balcony Railing

Balcony was found in good condition.

Riser Protective Grate/ Riser Handrail

Good condition.

Riser Access Door

The manway was found in good condition.

Secondary Access Hatch

N/A

SANITATION

Roof Hatch

Found in good condition.

Roof Vent

The roof vent screen was found in good condition.

Overflow

The overflow pipe was not found outside of the tank.

Fill Pipe Protective Cover

N/A

STRUCTURAL

Foundations

The foundations were sealed and in good condition.

Wind Rods

The wind rods were noted for good condition.

SUMMARY AND RECOMMENDATIONS

SUMMARY

Overall this water storage tank is in fair condition. The coating system has protected the substrate as intended but is near the end of its useful life. A list of items needed is listed below.

RECOMMENDATIONS

- Complete both the interior and exterior renovations in 2020-22.



Photo #1



Photo #2



Photo #3



Photo #4



Photo #5



Photo #6



Photo #7

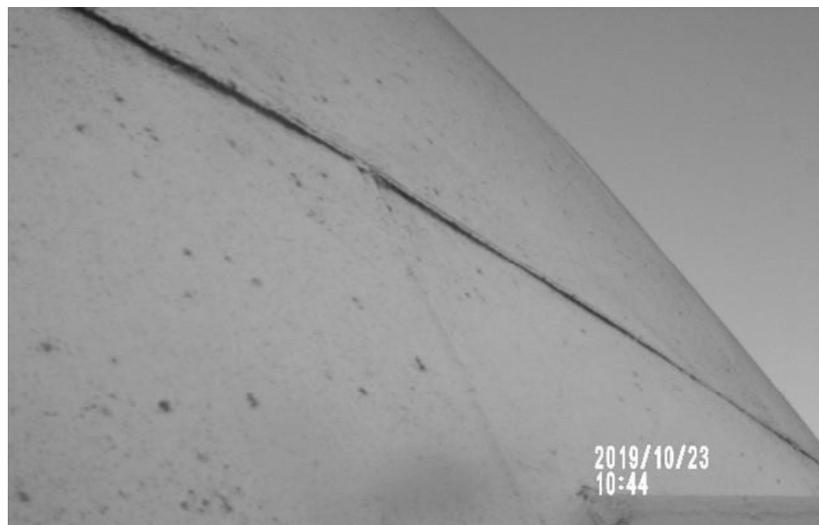


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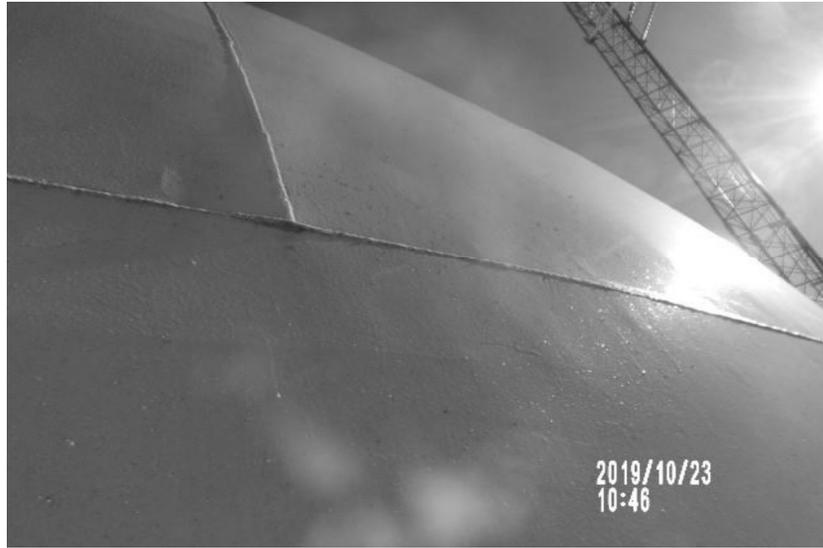


Photo #9



Photo #10



Photo #11



Photo #12



Photo #13



Photo #14

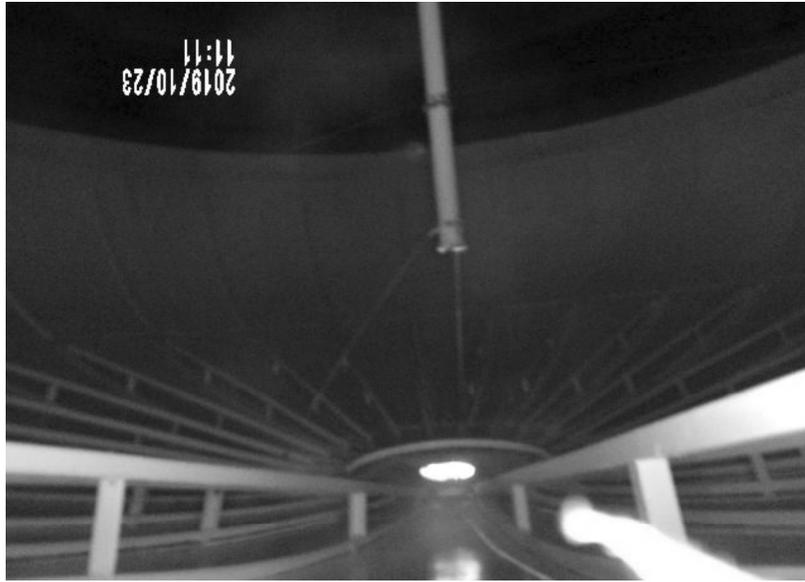


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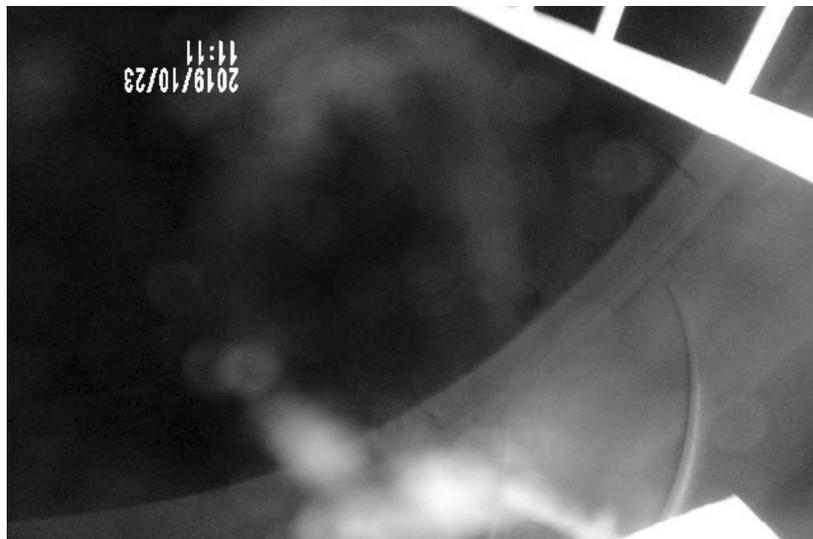


Photo #16



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500,000 Gallon Elevated Mars Hill Tank #2 Visual Inspection Report

Oconee County Water Resources

Prepared By:
Lee Smallwood

Presentation Date:
January, 2020



General Information

TANK DETAILS

CAPACITY:	500,000 Gallon	DESIGN:	Elevated
INSPECTION DATE:	October 23, 2019	INSPECTOR:	Lee Smallwood
CONSTRUCTION STYLE:	Welded Steel	CONSTRUCTION DATE:	1997
BUILDER:	Brown	HEIGHT:	App. 113' to HWL
EXTERIOR COATING:	Urethane	EXTERIOR LEAD PRESENCE:	N/A
INTERIOR COATING:	Epoxy	INTERIOR LEAD PRESENCE:	N/A

Exterior Coatings Condition

LEGS, STRUTS, AND STRUCTURAL MEMBERS

The exterior is protected with a urethane coating system. The coating was found in overall fair condition for its age. Heavy chalking was noted for all the legs and struts. Mildew was noted on the legs. Delamination of the finish coat was noted in random areas.

TANK BOWL

The tank bowl was noted with chalking. This is normal for a coating of this age.

SIDEWALLS AND ROOF

The finish coat on the roof was noted for chalking. Checking and flash rust were noted on the catwalk floor. Delamination was found along the roof area.

RECOMMENDATIONS

- The exterior should be planned for renovation in the year 2020-21.

Interior Coatings Conditions

ROOF AND AREA ABOVE HIGH WATER LEVEL

The interior was found in good condition. The age of the coating is unknown but no corrosion was noted.

SIDEWALLS

The upper walls were noted for good condition. No area of need were found.

FLOOR OF BOWL.

This area could not be inspected due to sediment and the water level.

RECOMMENDATIONS

- The interior should be planned for renovation in year 2026?

Safety/Sanitation/Structural/Security Conditions

SAFETY

Ladders

The access ladders were found in good condition.

Balcony, Balcony Railing

Balcony was found in good condition.

Riser Protective Grate/ Riser Handrail

Good condition.

Riser Access Door

The manway was found in good condition.

Secondary Access Hatch

N/A

SANITATION

Roof Hatch

Found in good condition.

Roof Vent

The roof vent screen was found in good condition.

Overflow

The overflow pipe was found with a screen and a flapper.

Fill Pipe Protective Cover

N/A

STRUCTURAL

Foundations

The foundations were sealed and in good condition.

Wind Rods

The wind rods were noted for good condition.

SUMMARY AND RECOMMENDATIONS

SUMMARY

Overall this water storage tank is in fair/good condition. A list of items needed is listed below.

RECOMMENDATIONS

- Complete the exterior renovations in 2020-21.
- Plan for interior renovations in 2026?



Photo #1



Photo #2



Photo #3

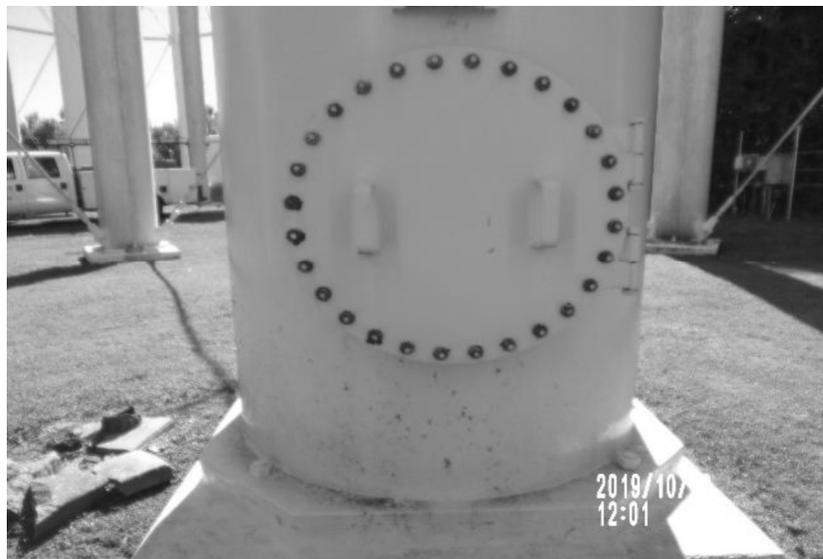


Photo #4



Photo #5

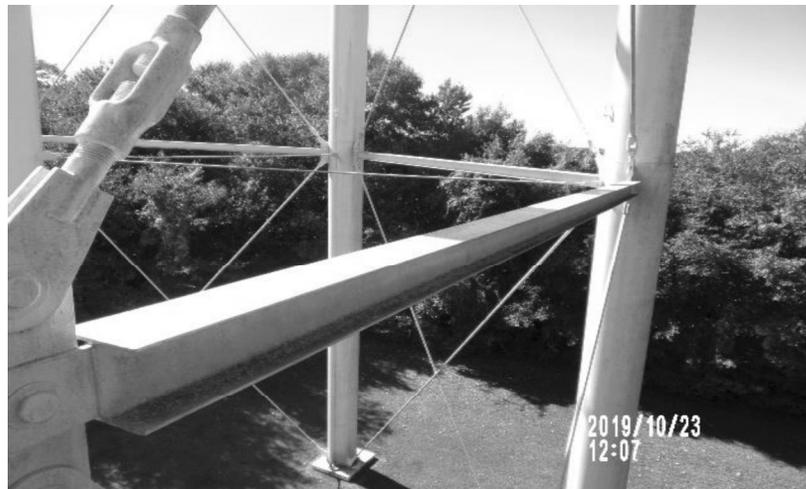


Photo #6



Photo #7



Photo #8



Photo #9



Photo #10



Photo #11



Photo #12



Photo #13



Photo #14



Photo #15



Photo #16

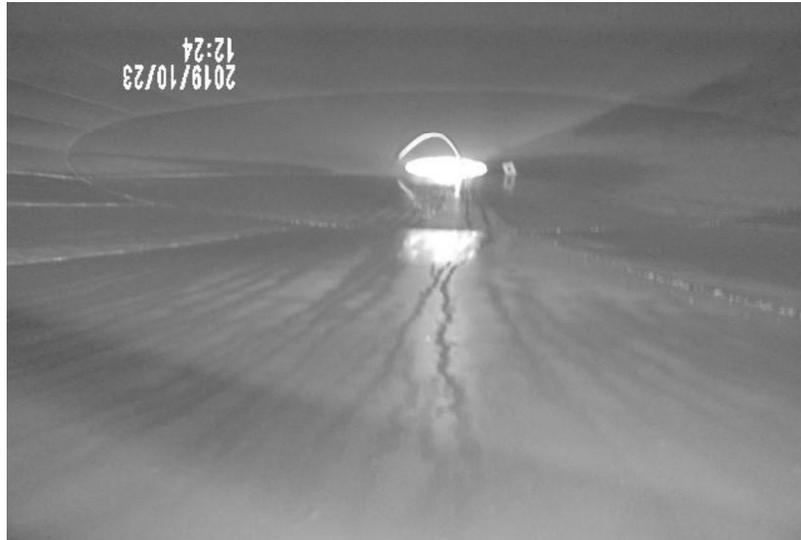


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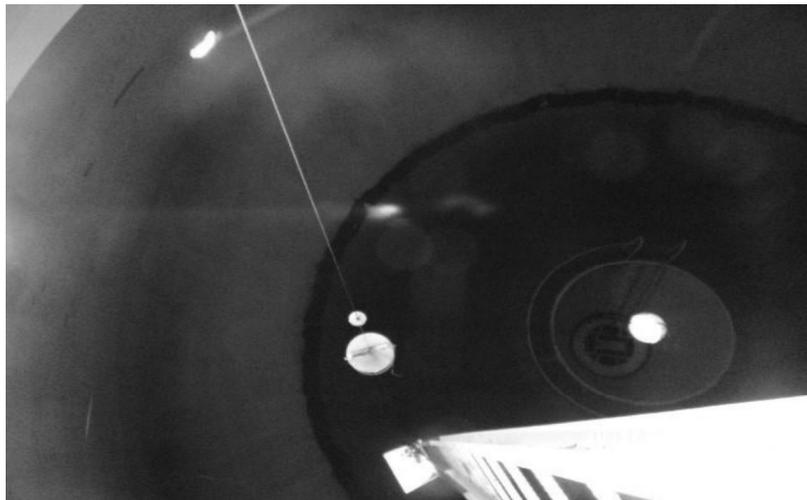


Photo #18



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250,000 Gallon Elevated Watkinsville Tank Visual Inspection Report

Oconee County Water Resources

Prepared By:
Lee Smallwood

Presentation Date:
January, 2020



General Information

TANK DETAILS

CAPACITY:	250,000 Gallon	DESIGN:	Elevated
INSPECTION DATE:	October 23, 2019	INSPECTOR:	Lee Smallwood
CONSTRUCTION STYLE:	Welded Steel	CONSTRUCTION DATE:	1986
BUILDER:	Horton	HEIGHT:	App. 104' to LWL
EXTERIOR COATING:	Urethane	EXTERIOR LEAD PRESENCE:	N/A
INTERIOR COATING:	Epoxy	INTERIOR LEAD PRESENCE:	N/A

Exterior Coatings Condition

LEGS, STRUTS, AND STRUCTURAL MEMBERS

The exterior is protected with a urethane coating system. The coating was found in overall good condition. Mildew was noted on the legs. Light chalking was found on the legs and struts.

TANK BOWL

The tank bowl was noted for a "shine" of the coating and is in good condition.

SIDEWALLS AND ROOF

The finish coat on the roof was noted for chalking. Bird feces was found. This will cause the loss of paint if this continues.

RECOMMENDATIONS

- The exterior should be planned for renovation in the year 2024.

Interior Coatings Conditions

ROOF AND AREA ABOVE HIGH WATER LEVEL

The interior was found in overall good condition. Flash rust was found on the seams and interior beams. Light flash rust was noted on the roof substrate in random areas.

SIDEWALLS

The upper walls were noted for staining and light corrosion.

FLOOR OF BOWL.

This area could not be inspected due to sediment and the water level.

RECOMMENDATIONS

- The interior should be planned for renovation in year 2022-24?

Safety/Sanitation/Structural/Security Conditions

SAFETY

Ladders

The access ladders were found in good condition.

Balcony, Balcony Railing

Balcony was found in good condition.

Riser Protective Grate/ Riser Handrail

Good condition.

Riser Access Door

The manway was found in good condition.

Secondary Access Hatch

N/A

SANITATION

Roof Hatch

Found in good condition but should be secured with lock.

Roof Vent

The roof vent screen was found in good condition. It appears this vent is undersized and should be replaced with a larger vent during next renovation.

Overflow

The overflow pipe was found with a screen.

Fill Pipe Protective Cover

N/A

STRUCTURAL

Foundations

The foundations were found in good condition.

Wind Rods

The wind rods were noted for good condition.

SUMMARY AND RECOMMENDATIONS

SUMMARY

Overall this water storage tank is in fair/good condition. A list of items needed is listed below.

RECOMMENDATIONS

- Complete the exterior renovations in 2024.
- Plan for interior renovations in 2022-24?

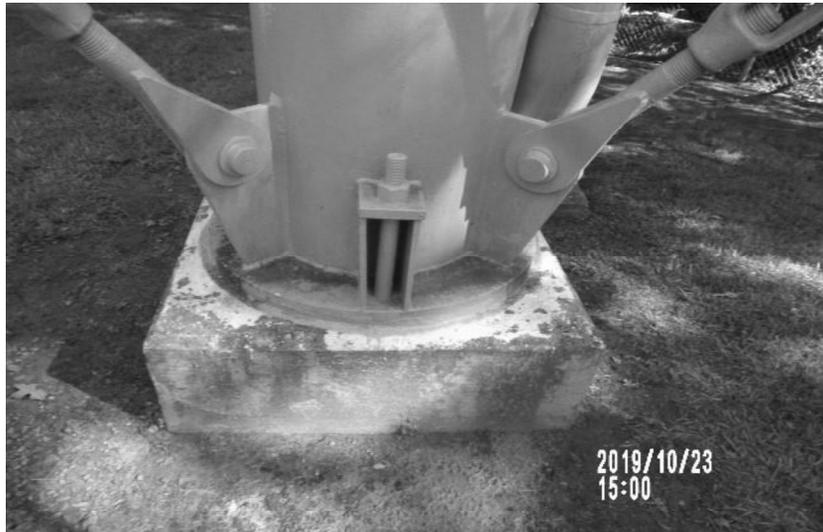


Photo #1



Photo #2



Photo #3



Photo #4



Photo #5



Photo #6



Photo #7

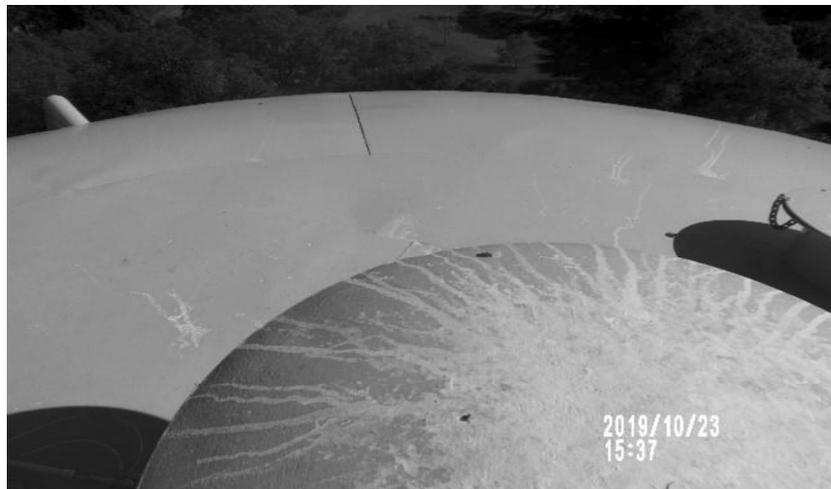


Photo #8



Photo #9



Photo #10



Photo #11



Photo #12



Photo #13

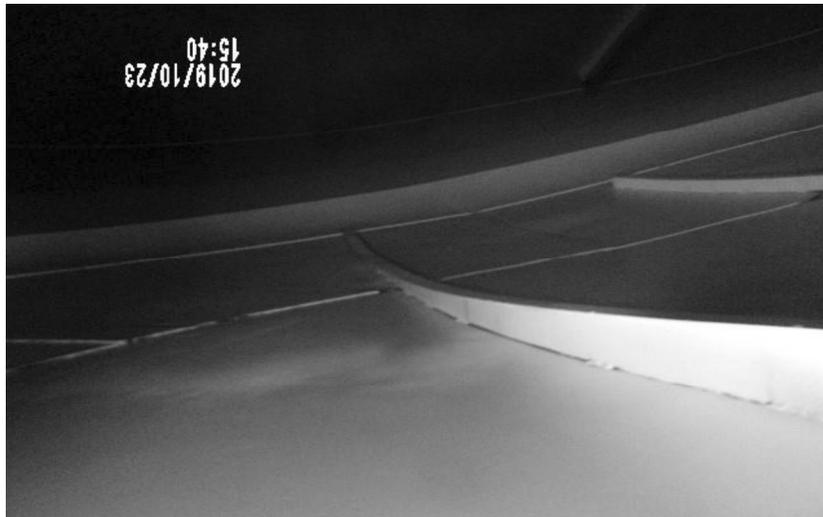


Photo #14

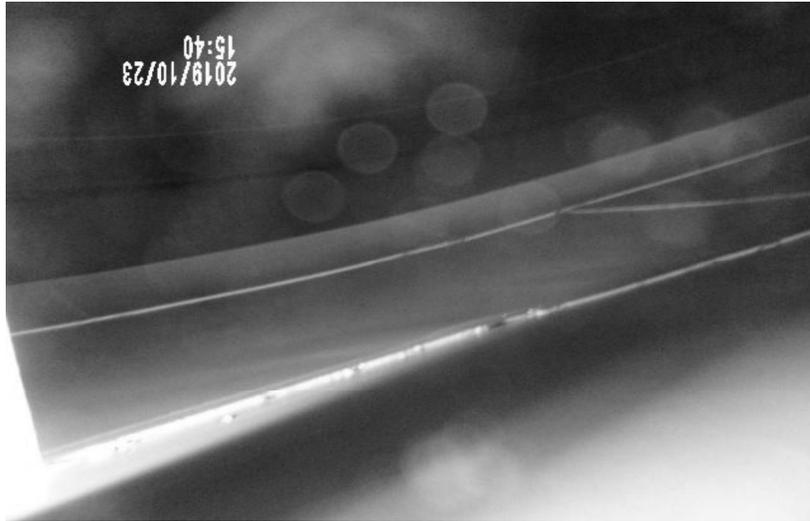
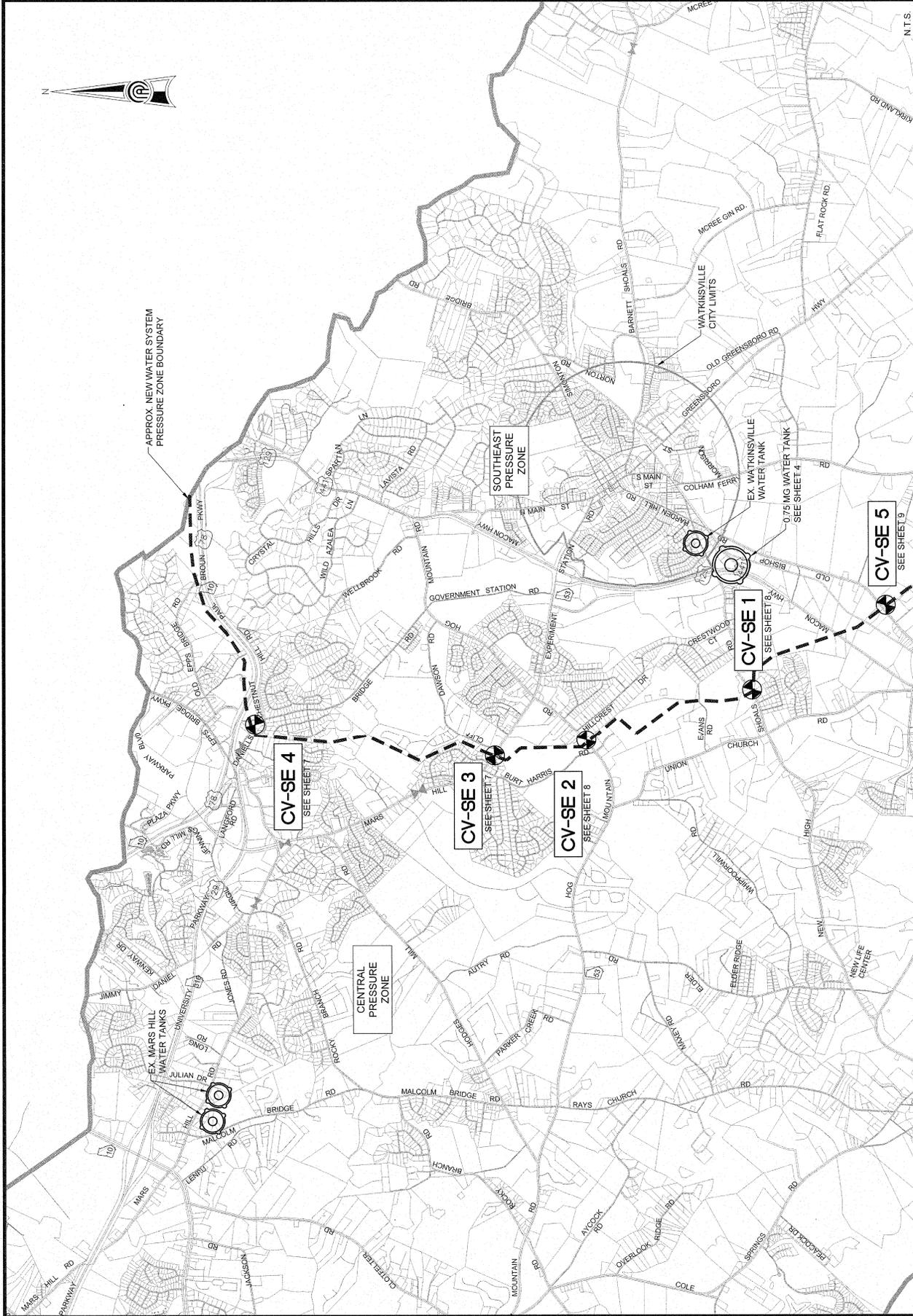


Photo #15



Photo #16

	STAMP 400 Pina Boulevard Lawrenceville, GA 30046 770.962.8000 • www.ppi.com PRECISION planners • engineers • architects • surveyors	SOUTHEAST OCONNEE WATER SYSTEM PRESSURE ZONE IMPROVEMENTS	SHEET INDEX SHEET TITLE DESIGN: [] AL: [] KM: []	RELEASE DATE: [] NO. DESCRIPTION: [] 0 ISSUED FOR CONSTRUCTION 04/28/20	E16193 PRODUCT NO. 03
	400 Pina Boulevard Lawrenceville, GA 30046 770.962.8000 • www.ppi.com PRECISION planners • engineers • architects • surveyors	SOUTHEAST OCONNEE WATER SYSTEM PRESSURE ZONE IMPROVEMENTS	SHEET INDEX SHEET TITLE DESIGN: [] AL: [] KM: []	RELEASE DATE: [] NO. DESCRIPTION: [] 0 ISSUED FOR CONSTRUCTION 04/28/20	E16193 PRODUCT NO. 03



RFQP# 22-11-005
Elevated Tank Maintenance Program

Appendix B

Cost Proposal

PROPOSAL

**TO THE BOARD OF COMMISSIONERS
OCONEE COUNTY, GEORGIA**

Submitted: _____, 2021

The undersigned, as Offeror, hereby declares that the only persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any person, company or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Offeror further declares that it has examined the site of the work and informed itself fully regarding all conditions pertaining to the place where the work is to be done, that it has examined the Specifications for the work and contractual documents relative thereto, and that it has satisfied itself relative to the work to be performed.

The Offeror proposes and agrees, if this Proposal is accepted, to contract in writing with **OCONEE COUNTY BOARD OF COMMISIONERS** in the form of a Tank Maintenance Agreement which is acceptable to the County provided by the Offeror, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary and to provide the services associated with the Tank Maintenance Program in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the General Terms and Conditions of the Agreement and the Scope of Services to the full and entire satisfaction of **OCONEE COUNTY BOARD OF COMMISIONERS** with a definite understanding that no money will be allowed for extra work except as set forth in the executed Tank Maintenance Agreement, for the following prices:

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 250,000 Gallon Elevated Dove Creek Tank		TOTAL PRICE
a.	Year 1: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
b.	Year 2: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
c.	Year 3: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
d.	Year 4: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
e.	Year 5: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
f.	Year 6: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
g.	Year 7: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
h.	Year 8: Exterior Renovation with New Logo Interior Renovation and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
i.	Year 9: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
j.	Year 10: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
k.	Year 11: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Annual Tank Maintenance - 250,000 Gallon Elevated Dove Creek Tank	TOTAL PRICE
1. Year 12: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
m. Year 13: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
n. Year 14: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
o. Year 15: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____

Subtotal, Amount Proposed, Items 1a through 1o, Inclusive, the Amount of: \$ _____

EXTRA WORK ITEMS NOT INCLUDED IN BASE PROPOSAL WHICH MAY BE AUTHORIZED BY THE OWNER. COSTS ARE VALID FOR YEARS 1 THROUGH 5 (IF \$0, STATE \$0)

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2.	1	LS	Full Exterior Pressure Washing of All Painted Surfaces	_____	_____
3.	50	LF	Welding of Seams and Other Defective Areas	_____	_____
4.	100	SF	Steel Patch Plates Including Welding	_____	_____

TOTAL AMOUNT BID, ITEMS 1 THROUGH 4, INCLUSIVE, THE AMOUNT OF:

_____ **DOLLARS** (\$ _____)

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Annual Tank Maintenance - 250,000 Gallon Elevated Dove Creek Tank

MAINTENANCE PROGRAM CANCELLATION

In the event the maintenance program is cancelled for this tank by the Owner after years 1 through 6, the cancellation fee payable to the Bidder shall be the following:

After Year 1 _____	After Year 4 _____
After Year 2 _____	After Year 5 _____
After Year 3 _____	After Year 6 _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1	Annual Tank Maintenance - 1,000,000 Gallon Elevated Mars Hill Tank No.1	TOTAL PRICE
a.	Year 1: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
b.	Year 2: Exterior Renovation with New Logo Interior Renovation and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
c.	Year 3: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
d.	Year 4: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
e.	Year 5: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
f.	Year 6: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
g.	Year 7: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
h.	Year 8: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
i.	Year 9: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
j.	Year 10: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
k.	Year 11: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 1,000,000 Gallon Elevated Mars Hill Tank No.1	TOTAL PRICE
l. Year 12: Exterior Renovation with New Logo Interior Renovation and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
m. Year 13: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
n. Year 14: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
o. Year 15: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____

Subtotal, Amount Proposed, Items 1a through 1o, Inclusive, the Amount of: \$ _____

EXTRA WORK ITEMS NOT INCLUDED IN BASE PROPOSAL WHICH MAY BE AUTHORIZED BY THE OWNER. COSTS ARE VALID FOR YEARS 1 THROUGH 5 (IF \$0, STATE \$0)

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2.	1	LS	Full Exterior Pressure Washing of All Painted Surfaces	_____	_____
3.	50	LF	Welding of Seams and Other Defective Areas	_____	_____
4.	100	SF	Steel Patch Plates Including Welding	_____	_____

TOTAL AMOUNT BID, ITEMS 1 THROUGH 4, INCLUSIVE, THE AMOUNT OF:

_____ **DOLLARS** (\$ _____)

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 1,000,000 Gallon Elevated Mars Hill Tank No.1

MAINTENANCE PROGRAM CANCELLATION

In the event the maintenance program is cancelled for this tank by the Owner after years 1 through 6, the cancellation fee payable to the Bidder shall be the following:

After Year 1 _____	After Year 4 _____
After Year 2 _____	After Year 5 _____
After Year 3 _____	After Year 6 _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 500,000 Gallon Elevated Mars Hill Tank No.2		TOTAL PRICE
a. Year 1:	Exterior Renovation with New Logo Interior Renovation and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
b. Year 2:	Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
c. Year 3:	Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
d. Year 4:	Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
e. Year 5:	Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
f. Year 6:	Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
g. Year 7:	Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
h. Year 8:	Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
i. Year 9:	Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
j. Year 10:	Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 500,000 Gallon Elevated Mars Hill Tank No.2	TOTAL PRICE
k. Year 11: Exterior Renovation with New Logo Interior Renovation and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
l. Year 12: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
m. Year 13: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
n. Year 14: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
o. Year 15: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____

Subtotal, Amount Proposed, Items 1a through 1o, Inclusive, the Amount of: \$ _____

EXTRA WORK ITEMS NOT INCLUDED IN BASE PROPOSAL WHICH MAY BE AUTHORIZED BY THE OWNER. COSTS ARE VALID FOR YEARS 1 THROUGH 5 (IF \$0, STATE \$0)

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2.	1	LS	Full Exterior Pressure Washing of All Painted Surfaces	_____	_____
3.	50	LF	Welding of Seams and Other Defective Areas	_____	_____
4.	100	SF	Steel Patch Plates Including Welding	_____	_____

TOTAL AMOUNT BID, ITEMS 1 THROUGH 4, INCLUSIVE, THE AMOUNT OF:

_____ **DOLLARS** (\$ _____)

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 500,000 Gallon Elevated Mars Hill Tank No. 2

MAINTENANCE PROGRAM CANCELLATION

In the event the maintenance program is cancelled for this tank by the Owner after years 1 through 6, the cancellation fee payable to the Bidder shall be the following:

After Year 1 _____	After Year 4 _____
After Year 2 _____	After Year 5 _____
After Year 3 _____	After Year 6 _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1	Annual Tank Maintenance - 250,000 Gallon Elevated Watkinsville Tank No.1	TOTAL PRICE
a.	Year 1: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
b.	Year 2: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
c.	Year 3: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
d.	Year 4: Exterior Renovation with New Logo Interior Renovation and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
e.	Year 5: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
f.	Year 6: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
g.	Year 7: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
h.	Year 8: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
i.	Year 9: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
j.	Year 10: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
k.	Year 11: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 250,000 Gallon Elevated Watkinsville Tank No.1 TOTAL PRICE

- l. Year 12: Washout Inspection and Disinfection \$ _____
Any Needed Repairs, Any Emergency Service

- m. Year 13: Visual Inspection \$ _____
Any Needed Repairs, Any Emergency Service

- n. Year 14: Exterior Renovation with New Logo \$ _____
Interior Renovation and Disinfection
Any Needed Repairs, Any Emergency Service

- o. Year 15: Visual Inspection \$ _____
Any Needed Repairs, Any Emergency Service

Subtotal, Amount Proposed, Items 1a through 1o, Inclusive, the Amount of: \$ _____

EXTRA WORK ITEMS NOT INCLUDED IN BASE PROPOSAL WHICH MAY BE AUTHORIZED BY THE OWNER. COSTS ARE VALID FOR YEARS 1 THROUGH 5 (IF \$0, STATE \$0)

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2.	1	LS	Full Exterior Pressure Washing of All Painted Surfaces	_____	_____
3.	50	LF	Welding of Seams and Other Defective Areas	_____	_____
4.	100	SF	Steel Patch Plates Including Welding	_____	_____

TOTAL AMOUNT BID, ITEMS 1 THROUGH 4, INCLUSIVE, THE AMOUNT OF:

_____ **DOLLARS** (\$ _____)

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 250,000 Gallon Elevated Watkinsville Tank No.1

MAINTENANCE PROGRAM CANCELLATION

In the event the maintenance program is cancelled for this tank by the Owner after years 1 through 6, the cancellation fee payable to the Bidder shall be the following:

After Year 1 _____	After Year 4 _____
After Year 2 _____	After Year 5 _____
After Year 3 _____	After Year 6 _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 750,000 Gallon Elevated Watkinsville Tank No.2		TOTAL PRICE
a.	Year 1: No Work	\$ _____
b.	Year 2: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
c.	Year 3: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
d.	Year 4: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
e.	Year 5: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
f.	Year 6: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
g.	Year 7: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
h.	Year 8: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
i.	Year 9: Washout Inspection and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
j.	Year 10: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____
k.	Year 11: Exterior Renovation with New Logo Interior Renovation and Disinfection Any Needed Repairs, Any Emergency Service	\$ _____
l.	Year 12: Visual Inspection Any Needed Repairs, Any Emergency Service	\$ _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 750,000 Gallon Elevated Watkinsville Tank No.2 TOTAL PRICE

- m. Year 13: Washout Inspection and Disinfection \$ _____
Any Needed Repairs, Any Emergency Service
- n. Year 14: Visual Inspection \$ _____
Any Needed Repairs, Any Emergency Service
- o. Year 15: Washout Inspection and Disinfection \$ _____
Any Needed Repairs, Any Emergency Service

Subtotal, Amount Proposed, Items 1a through 1o, Inclusive, the Amount of: \$ _____

EXTRA WORK ITEMS NOT INCLUDED IN BASE PROPOSAL WHICH MAY BE AUTHORIZED BY THE OWNER. COSTS ARE VALID FOR YEARS 1 THROUGH 5 (IF \$0, STATE \$0)

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2.	1	LS	Full Exterior Pressure Washing of All Painted Surfaces	_____	_____
3.	50	LF	Welding of Seams and Other Defective Areas	_____	_____
4.	100	SF	Steel Patch Plates Including Welding	_____	_____

TOTAL AMOUNT BID, ITEMS 1 THROUGH 4, INCLUSIVE, THE AMOUNT OF:

_____ **DOLLARS** (\$ _____)

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - 750,000 Gallon Elevated Watkinsville Tank No.2

MAINTENANCE PROGRAM CANCELLATION

In the event the maintenance program is cancelled for this tank by the Owner after years 1 through 6, the cancellation fee payable to the Bidder shall be the following:

After Year 1 _____	After Year 4 _____
After Year 2 _____	After Year 5 _____
After Year 3 _____	After Year 6 _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - Totals for All Tanks	TOTAL PRICE
a. Year 1: Total Annual Cost for All Tanks	\$ _____
b. Year 2: Total Annual Cost for All Tanks	\$ _____
c. Year 3: Total Annual Cost for All Tanks	\$ _____
d. Year 4: Total Annual Cost for All Tanks	\$ _____
e. Year 5: Total Annual Cost for All Tanks	\$ _____
f. Year 6: Total Annual Cost for All Tanks	\$ _____
g. Year 7: Total Annual Cost for All Tanks	\$ _____
h. Year 8: Total Annual Cost for All Tanks	\$ _____
i. Year 9: Total Annual Cost for All Tanks	\$ _____
j. Year 10: Total Annual Cost for All Tanks	\$ _____
k. Year 11: Total Annual Cost for All Tanks	\$ _____
l. Year 12: Total Annual Cost for All Tanks	\$ _____
m. Year 13: Total Annual Cost for All Tanks	\$ _____
n. Year 14: Total Annual Cost for All Tanks	\$ _____
o. Year 15: Total Annual Cost for All Tanks	\$ _____

**OCONEE COUNTY DEPARTMENT OF WATER RESOURCES
ELEVATED TANK MAINTENANCE PROGRAM PROPOSAL**

Item 1 Annual Tank Maintenance - Totals for All Tanks

Subtotal, Amount Proposed, Items 1a through 1o, Inclusive, the Amount of: \$ _____

EXTRA WORK ITEMS NOT INCLUDED IN BASE PROPOSAL WHICH MAY BE AUTHORIZED BY THE OWNER. COSTS ARE VALID FOR YEARS 1 THROUGH 5 (IF \$0, STATE \$0)

ITEM	QTY.	UNIT	DESCRIPTION	TOTAL PRICE
2.	5	LS	Full Exterior Pressure Washing of All Painted Surfaces (once for each tank)	\$ _____
3.	250	LF	Welding of Seams and Other Defective Areas	\$ _____
4.	500	SF	Steel Patch Plates Including Welding	\$ _____

TOTAL AMOUNT BID, ITEMS 1 THROUGH 4, INCLUSIVE, THE AMOUNT OF:

_____ **DOLLARS (\$ _____)**

Note: The Offeror further proposes and agrees hereby to commence work under this contract, with adequate force and equipment on a date to be specified in a written order of the Owner and shall fully complete all work thereunder for Year One within the following calendar year:

2021

MAINTENANCE PROGRAM CANCELLATION

In the event the maintenance program is cancelled for all tanks by the Owner after years 1 through 6, the cancellation fee payable to the Bidder shall be the following:

After Year 1	_____	After Year 4	_____
After Year 2	_____	After Year 5	_____
After Year 3	_____	After Year 6	_____

The Offeror further proposes and agrees to construct all work under lump sum items of the Proposal for the lump sum price offered, and understands that certain quantities as listed under Extra Work If Ordered By OWNER will be used in case of minor authorized increase or decrease in quantities to adjust by direct increase or decrease the lump sum proposal for the complete work.

The Offeror declares that it understands that the unit price quantities shown in the Proposal are subject to adjustment by either increase or decrease, and that should quantities of any of the items of the work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, it also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that quantities will be determined upon completion of the work at which time adjustment will be made to the contract amount by direct increase or decrease.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA

No. _____ Date _____ No. _____ Date _____
No. _____ Date _____ No. _____ Date _____

Submitted By: _____

By: _____ L.S.

Title: _____

Address: _____

Telephone No. _____ Fax No. _____

(Note: If the Offeror is a Corporation, the Proposal shall be signed by an officer of the Corporation; if a Partnership, it shall be signed by a Partner. If signed by others, authority for signature shall be attached.)

The full names and residences of persons and firms interested in the foregoing bid, as principal, are as follows:



RFQP# 22-11-005
Elevated Tank Maintenance Program

BIDDER'S CHECKLIST

Company Name _____

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

ITEM DESCRIPTION

Check

- Bidder's Checklist
- Bidder's Information
- Addenda Acknowledgement Form
- Partnership Affidavit (if applicable)
- Corporate Affidavit (if applicable)
- Individual Affidavit (if applicable)
- Subcontractor List
- Certificate of Non-Collusion
- Georgia's Security & Immigration Compliance Act Affidavit (E-Verify)
- S.A.V.E. Affidavit
- Drug-Free Workplace Certificate
- W-9

Authorized Signature

Date

Printed Name

Title

Email



RFQP# 22-11-005
Elevated Tank Maintenance Program

BIDDER'S INFORMATION FORM

LEGAL BUSINESS NAME _____ **TIN #** _____

INDICATE LEGAL FORM OF BUSINESS:

Corporation _____ Partnership _____ Individual _____ Other (specify) _____

ADDRESS _____

Street City State Zip Code

AUTHORIZED SIGNER _____

Name Title

PRIMARY CONTACT _____

Name Phone Email

SECONDARY CONTACT _____

Name Phone Email

COMPANY WEBSITE _____

BILLING ADDRESS (IF DIFFERENT THAN ABOVE)

Street City State Zip Code

DO YOU HAVE AN OCCUPATIONAL TAX LICENSE IN THE STATE OF GEORGIA? Yes _____ No _____

LICENSED BY CITY/STATE? _____ **OCCUPATIONAL TAX LICENSE #** _____

HAS YOUR COMPANY EVER BEEN DISBARRED FROM DOING BUSINESS WITH ANY FEDERAL, STATE, OR LOCAL ENTITY?

YES _____ NO _____ IF YES, PLEASE STATE THE AGENCY NAME, DATES, AND REASON FOR DEBARMENT.



**RFQP# 22-11-005
Elevated Tank Maintenance Program**

ADDENDA ACKNOWLEDGEMENT

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

Addendum Number _____ Date _____

Authorized Signature

Date

Printed Name

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



**RFQP# 22-11-005
Elevated Tank Maintenance Program**

Corporate Certificate

I, _____, certify that I am the Secretary of the Corporation named as CONTRACTOR
in

the foregoing bid; that _____, who signed said bid on behalf
on 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)



**RFQP# 22-11-005
Elevated Tank Maintenance Program**

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 executed the same.

NOTARY PUBLIC
(SEAL)

My Commission Expires:
_____ (Date)



SUBCONTRACTOR LIST

LIST BELOW ALL SUBCONTRACTORS PROPOSED BY THE RESPONDENT AT THE TIME OF BID SUBMITTAL.

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

NAME		PHONE		FEI/SSN	
ADDRESS					
TYPE OF WORK		% OF PROJECT		AMOUNT	

(USE ADDITIONAL PAGES IF NEEDED. ATTACH HERETO)



RFQP# 22-11-005
Elevated Tank Maintenance Program

CERTIFICATE OF NON-COLLUSION

ELEVATED TANK MAINTENANCE PROGRAM
RFQP# 22-11-005
STATE OF GEORGIA
OCONEE COUNTY BOARD OF COMMISSIONERS

Being first duly sworn, deposes and says that he is

(sole owner, partner, president, secretary, etc.)

the party making the forgoing Proposal or Bid; that such ITB is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any Respondent or person, to put in a sham Response, or that such other person shall refrain from Responding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Response price of affiant or any other Respondent, or to fix any overhead, profit or cost element of said Response Price, or of that of any other Respondent, or to secure any advantage against Oconee County, or any other person interested in the proposed Agreement; and all statements in said Proposal or Bid are true; and further, that such Respondent has not, directly or indirectly, submitted this Response, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

(Affiant)

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

(Notary Public in and for)

(County)

My Commission expires _____, 20____.

(SEAL)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ 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 _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

RFQP# 22-11-005
Elevated Tank Maintenance Program

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:



**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: _____



**RFQP# 22-11-005
Elevated Tank Maintenance Program**

Drug Free Workplace Certificate

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: _____

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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><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 style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ _____
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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-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), ABL 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*
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.