

**Oconee County Board of
Commissioners
RFP#20-10-006**



**Request for Proposal (RFP) for
Partnership for Deployment of a Fiber-to-
the-Premises (FTTP) Network**

Issued: October 2, 2019

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EXHIBITS

Exhibit “A” 12-Mile Pilot Project

Exhibit “B” Middle-Mile Backbone

A. Introduction

Oconee County is undertaking significant efforts to improve bandwidth for its residents and businesses by building a middle-mile fiber network. This project will provide unique opportunities to embrace technology for the benefit of the County's citizens, institutions, businesses and healthcare organizations. A broadband fiber network is a critical element of how Oconee County can remain one of the top places to live, work, play and learn in the state. The broadband network will be a foundational tool that will drive the community's competitiveness in Georgia and beyond, and act as a platform to enable economic development, support emerging technologies and ensure provision of an expected service.

Oconee County plans to build an 80-mile, countywide fiber ring to serve as the backbone for the delivery of services by prospective partners to all residents, local businesses, and county facilities. The initial task will be to construct an approximately 12-mile pilot project (*see Exhibit A*) as part of the overall 80-mile ring along the southwestern portion of the county and delivery of high-speed internet to nearby residences and institutions. The Pilot Project passes several hundred residential homes, the communities of North High Shoals, Bishop and Farmington and several institutions.

The county is soliciting proposals for the selection of a partner(s) to work with the county to bring high-speed internet that will ultimately lead to a fiber-to-the-premise (FTTP) broadband network. Submitted proposals shall include all of the following requirements listed within this Request for Proposals (RFP) to ensure that over 38,000 residents, businesses and institutions have access to sustainable, leading edge broadband services.

B. Pre-Submittal Meeting

A mandatory pre-submittal meeting will be held at 2:00 p.m. on Thursday, October 17, 2019 at the Oconee County Board of Commissioners, 23 N. Main Street, Commission Chambers, Room 205, Watkinsville, GA 30677. All interested parties are required to attend. The purpose of this meeting is to allow potential respondents an opportunity to present questions to staff and obtain clarification of the requirements of the solicitation document. Because Oconee County considers such a meeting to be critical to understanding the RFP requirements, attendance at the pre-submittal meeting is required in order to submit a proposal for this project.

C. Public/Private Partnership

The county seeks a partner to design, engineer, build and operate a countywide fiber-to-the-premise network with broadband speeds to all addresses. Oconee County desires to retain ownership as well as some level of control of the proposed middle-mile fiber network, where possible and reasonable within the partnership. The county is also willing and interested in considering all creative solutions offered by the partner to ultimately provide the desired

broadband service. Oconee County desires to have a partnership with a service provider that can share revenue in a manner that helps expand the network and that provides positive long-term financial benefit to the county. Oconee County craves ingenuity and creativity from the private sector and is willing to consider proposals that offset initial capital investment in exchange for future revenues.

D. The Scope of Work (SOW)

The county is willing to invest in the design and construction of a fiber optic broadband network to interconnect key county sites, providing high-capacity, redundant fiber for internal operations and to support future bandwidth needs. The initial scope will be an approximately 12-mile Pilot Project (*See Exhibit A*) oriented on the southwestern portion of the county that will serve areas including Bishop, North High Shoals, and Farmington. The Pilot is to serve as the initial leg of the overall middle-mile ring and will be utilized to demonstrate effectiveness of solution. The full scope of work for the pilot includes three phases:

- I. Design, engineering and construction of the middle-mile fiber backbone;
- II. Maintenance and operations of middle-mile backbone and;
- III. Deployment of final mile FTTP and internet provision to available residences and businesses.

All tasks of design, engineering and construction are to be completed within a reasonable period and identified in the proposal.

Phase I: Design, Engineering and Construction of Middle-Mile Backbone

The partner will confirm or make recommended changes to the Middle-Mile Backbone and proceed with providing necessary preliminary design of the entire 80 mile backbone (*See Exhibit B*) and design and engineering of the Pilot Project. The network will require two path diverse connections for middle mile connectivity including a connection to the nearest dedicated IP Transit (IPT) connection as well as an eventual secondary IPT provider. Also required is a plan to extend fiber from said full network to all addresses within the county limits to connect residents, businesses and institutions to internet services with 1 Gbps symmetrical dedicated internet service. The county recognizes challenges associated with a rural network and requires, at a minimum, provision of speeds meeting the definition of broadband. Tasks for Phase I are as follows:

1. Design Expectations:

- a. Develop clear, concise, and accurate designs for each new fiber optic network segment to mitigate issues and increase project success.

- b.** Provide all viable route options, accurate information, new industry technology, new products, and industry best practices to allow the County to select the most optimal solution.
- c.** Adhere to the standards and best practices set forth in the original County fiber optic network implementation.
- d.** Utilize existing County infrastructure or poles if feasible.
- e.** The proposed fiber optic network design will be comprised of underground fiber, aerial fiber, or a combination thereof. Underground installation will be preferred wherever possible; however, the design should incorporate best practices for the area to provide maximum results at the best price.
- f.** Provide design drawings compatible with and ready for use in Esri's ArcGIS software, specifically in shapefile format or feature class files contained inside a file geodatabase. Design drawings must also be correctly georeferenced (ie, all elements of the drawing must be comprised of coordinate points or geometry that correctly correspond to the coordinates of their real-world counterparts) and to scale. Required projected coordinate system for use is NAD 1983 State Plane Georgia West FIPS 1002 (Feet) (WKID 2253).
- g.** Expected to produce comprehensive computerized design maps and detailed CAD drawings of entire route and route options, including aerial-to-underground splice-closures, hand-hole placements and any associated equipment necessary for network construction.
- h.** The Contractor will provide on-site field/site surveys and splice point requirements as required.
- i.** Provide, for underground facility, conduit design, conduit detailing, hand-hole detailing, prepare all forms and documentation for approval of conduit construction and/or installation, and verify as-builts.
- j.** Is required to act on the County's behalf in rights of way negotiations and communicate with local and state governmental jurisdictions so aerial and underground infrastructure requirements are met.
- k.** Is required to provide, consolidated field notes and electronically store in a format approved by Oconee County.
- l.** Provide detailed site drawings, permit detail drawings and overview maps in an electronic format approved by Oconee County.

- m. Appropriately label all network components (cabling, splice enclosures, etc.) based upon industry best practices and adhere to labeling requirements of third-party pole owners (e.g., AT&T, DTE, railroad, etc.) and Oconee County labeling requirements.
- n. Be responsible for staking the route and producing computerized maps in an electronic format approved by Oconee County.
- o. The Contractor will provide GPS points of reference for hand holes, street crossings, and splice enclosures.
- p. Proof conduit or duct for capaCounty and availability.
- q. Contractor will be required to manage the permitting process with various entities under the direction of county. The county will make all efforts to ensure all permits requested from the County are prioritized and expedited when requested.
- r. Contractor must apply-for, on behalf of the county, and secure all necessary permits from municipal, county, state and local Contractors for construction of the new segment. It is the sole responsibility of the Contractor to secure all permits for the construction. Working experience with DTE is a plus and the Contractors should provide this information in detail within the Professional Qualifications element of the RFP submittal.

2. Construction Expectations: Pilot Project Only

Partner shall identify the specific methodology utilized for installation. The submission should reflect the contractors estimates, by percentage, of installations methods for the pilot program. The County is open to Aerial installation, make ready cost and timing should be considered. If the Contractor chooses underground deployment, the contractor should specify the estimated percentages plow, missile, drill or other techniques.

- a. **Locations:** Fiber construction will occur between the locations outlined in *Exhibit A* of this RFP.
- b. **Personnel and equipment:** The contractor will supply all material, equipment and personnel necessary to complete the work specified and within the deadline of the contract. The contractor shall provide qualified supervision of each crew at all times while working under the terms of this contract. Supervisors will be authorized by the contractor to accept and act upon all directives issued by the

Project Manager. Access policies will be followed while working in or around County or County property.

- c. **Safety Standards:** Contractor will avoid, as best possible, the closure of sidewalks, driveways, and parking lots around public building locations. Contractor will follow all local and DOT regulations concerning any lane closure of public streets. Contractor will follow DOT HMM-09-15-60 where required. Proper warning signs, barricades, and other protective devices must be provided by the contractor.
- d. **Inspection of Work:** All work must be completed to the satisfaction of the Project Manager or a representative of the County. The Project Manager or a representative will be allowed onsite, while work is being done, at any time. Any questions as to proper procedures or quality of workmanship will be resolved by same.
- e. **Damage to Public or Private Property:** Any damage caused by the contractor's operation shall be resolved within ten (10) days after damage has occurred.

3. Fiber-Optic Splicing, Testing, Documentation, and Labeling

- a. Splicing: Fiber-optic fusion splicing will be required for all locations requiring splicing. Mechanical splicing will not be allowed
- b. Outside Plant – Fusion spliced fibers will be properly mounted in splice trays located inside watertight fiber-optic enclosures
- c. Termination Panels – Fibers will be terminated using pig-tail connectors with LC duplex connectors. Termination panels will be mounted in customer-defined locations within each facility. Termination panels should be mounted in a location that reduces or eliminates accidental damage to any fibers.
- d. Excess fiber strands must be looped in the rear of the panel enclosure. Connectors for all locations must be LC duplex connectors.
- e. Terminated ports will be labeled with the name of the facility being connected to from the remote location
- f. OTDR Testing: Testing of all fiber strands is required
- g. Documentation: Documentation for each tested strand at 1310nm and 1550nm. Documentation will be accepted on paper or e-mailed in .pdf format
- h. Labeling: Labels will be affixed to all areas where cables are readily accessible

- i. Outdoor labels will be made of durable plastic using permanent marker or equally durable printed labels. Outside Plant – to be labeled as directed by Oconee County.

4. OSP Infrastructure Requirements

- a. Innerduct: Smoothwall HDPE innerduct between 1.25" and 2" will be used throughout the project. Backbone fiber routes will have (2) 2" innerducts while lateral routes will have (1) 2" innerduct.
- b. Boring will occur at a minimum depth of 3 feet (boring requirements will generally range from 24" to 36", with 24" being the minimum depth). Deviations from the minimum depth must be approved by the project manager or a representative of the county prior to work going forward. Tracer wire is to be installed inside the innerduct. Pricing is requested with finalized determination during the design phase.
- c. Vaults: Vault sizes vary and are will be listed in the Estimated BOM. Vaults will be sized to allow ample room for loop and enclosures. Vault lids will have the letters OFN as the logo. Vaults must have a gravel base that is a minimum of 6" in depth and extended past the walls of the vault in a "French drain" manner. Vaults located on the backbone fiber route will have lockable lids.
- d. Fiber-Optic Cable: Fiber will not exceed 144 strand single mode dielectric for the backbone and no less than 24 strand single dielectric for laterals 50-100' of loop is to be installed in vaults for any fiber-optic cable coming into and going out of a vault. Final fiber count for each section to be determined during design phase.

5. Restoration Requirements

- a. Soft Surface Restoration: Includes all non-paved surfaces. Areas of disturbed soft surface will be leveled to original condition.
 - (1) Leveled areas will have rocks, stones, and foreign objects removed from surface. Restored surfaces will be sufficiently seeded and covered with straw, seed mat, or seed blankets.
 - (2) Grass seed will be maintained until approximate growth is one inch in height.
 - (3) If grass is planted in late fall, a seed mixture commensurate with the season must be used. Restoration will be checked on in the spring to ensure grass germination if planted in late fall.

(4) Restoration amendments will be required for areas requiring reseeding using the process above.

- b. Hard Surface Restoration: Includes paved surfaces including asphalt and concrete streets and/or sidewalks and curbs.

Phase II: Operations and Maintenance of Middle-Mile Fiber Backbone

This phase includes the partner assuming the operations and maintenance functions and delivery of services to the residents and businesses. Phase 2 (Service) includes but is not limited to:

- a. Operating and maintaining functions of the network, including industry-standard technology upgrades, by providing all management functions of the infrastructure.
- b. Providing 24/7/365 support and repair service.
- c. Providing an estimated routine maintenance schedule for the fiber network to the county.
- d. Providing a Point of Presence (POP) within Oconee County.

Phase III: Fiber to Premises/ISP to End Users

This Phase III includes providing final mile connectivity to end users and providing high-speed internet. The buildout of this task is to occur simultaneously with Phase 2 during the Pilot Project. The county's goal is to meet or exceed 1 Gbps internet speed to the home at a cost typical of market rates in metropolitan areas. The selected provider(s) will be the face of the project to the customer. They will install equipment and services into the customer premises, maintain the equipment and services, provide end customer service, provide equipment and service upgrades, and be responsible for customer satisfaction. The Partner(s) of Phase 3 may be the same as Phase 2 or may be third party operating under the direction of the Partner in Phase 2. The Partner(s) shall:

- a. Provide competitively priced retail services.
- b. Provide comprehensive customer billing and customer support
- c. Ability to provide Broadband speeds and preferably 1Gbps or greater service to all end users with future enhancement capabilities meeting or exceeding industry standards.

E. Partnership Proposal

The proposal shall describe how the partner will achieve the goal of providing broadband internet service to all residents, businesses and institutions in Oconee County. This shall include proposed phasing, time-frames and methodology of ISP delivery. Oconee County is open to unlimited service

delivery options and requests that proposals outline how they will provide the service and options associated with it.

County contributions include:

1. Access to all county rights-of-way, infrastructure
2. Expedited right-of-way permitting for identified partner
3. Authorization to negotiate rates for leased bandwidth
4. Assistance in identifying and procuring anchor institutions and other customers

The county seeks a creative financial arrangement with the selected Operator that will enable the county both to meet its broadband goals for service and to recover its investment and/or minimize risk. The county invites prospective operators to propose mutually beneficial financial scenarios under which the county can meet these goals. The county is committed to the long-term financial success of the selected Operator as a means of achieving the county's own goals. The proposal shall describe the roles for each party in the partnership with Oconee County and describe ownership options to the county over the proposed network. The proposal shall describe each partner affiliate that will be active on the job, including company description and capabilities.

F. Proposal Response Requirements

The technical proposal must be no more than twenty (20) pages, exclusive of letter of interest, attachments or letters of transmittal containing introductory language only. The county has identified key requirements for the services to be offered and the physical network to be constructed. Respondents to this RFP should indicate how their proposal will meet the following:

1. A statement in the letter of interest shall specifically stipulate that the contractor accepts all terms and conditions contained in the RFP. Suggestions for non-substantive modifications may be made, but the acceptance may not be conditioned upon such modifications.
2. Affirm that you are interested in this partnership and address the core project goals and requirements listed. List each goal and requirement with a brief statement of how you will comply. Please indicate any requirements to which you take exception and provide an explanation of the exceptions. Keep response to two (2) pages
3. Partnership plan describing in detail the anticipated relationship between the county and partner and identifying items described under the individual tasks.
4. Business and technical plan describing partner's approach to the project described in this RFP and the three tasks. The business plan shall describe the partner's approach to design, construction, operation and management of the Network, including both Middle-Mile and FTTP and the services to be provided over the network in sufficient

detail to allow the county to effectively consider the proposal.

5. Discussion of the anticipated middle and final mile deployment strategy for the Pilot project as well as discussion of overall middle mile network with final mile deployment phases, scope and timing for rollout upon completion of the Pilot. The discussion should identify the levels of committed demand necessary to trigger rollout obligations and any factors likely to influence the scope or timing of the rollout and explain how those factors affect the strategy.
6. The technical proposal shall be divided into the three tasks as identified in this RFP and clearly indicate how the partner will successfully provide services and specifications described within them.
7. Timelines for project milestones including total middle-mile design and engineering completion, middle mile construction start date (Pilot), middle mile completion date (Pilot), and final mile phases of construction (Pilot).
8. Broadband service offerings (type of broadband service, speed tiers, differences between business and residential offerings).
9. Completed Cost Proposal Form, funding plan, including value engineering, alternative approaches and shared risk partnerships and financials as described in this document. The costs and financial documents shall be submitted as a separate document to ensure the cost proposal is scored independently from the technical proposal.
10. Submittals must contain the name, address, email and daytime telephone number for the individual authorized to enter into a contract with the County.
11. Proposals must be in a sealed envelope, with sealed cost proposals. There shall be four submitted printed technical proposals, including one original document, and one printed original cost proposal. A PDF on a flashdrive containing both technical and cost shall also be submitted.
12. Respondents must complete and attach two original signed copies of the Mutual Confidentiality and Non-Disclosure Agreement.
13. County forms (*Attachment A*) will be submitted with the technical proposal with the exception of the Contractor's Affidavit and bid bond, which shall be submitted with the fee proposal.

G. Proposal Format

Contractors should organize Proposals into the following Sections:

1. Professional Qualifications
2. Past Involvement with Similar Projects
3. Proposed Work Plan

4. Fee Proposal (include in a separate sealed envelope clearly marked “Fee Proposal”)
5. Authorized Negotiator
6. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

a. Professional Qualifications – 25 points

- (1) State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the Oconee County, GA. If more than one vendor will be performing any of the three enumerated tasks, provide information for all vendors.
- (2) Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
- (3) State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
- (4) Provide examples of previously designed Metro networks that are currently operational today. Time permitting broker an on-site tour of said network.
- (5) Describe Contractor’s change control process.
- (6) Include examples of Final As-Built Drawings and Permitting Submittals for similar projects.

In the scoring for this section, Contractors will be evaluated based on the clarity, thoroughness, and content of their responses to the above items.

b. Past involvement with Similar Projects – 20 points

The written proposal must include a minimum of three (3) examples of specific experience and indicate proven ability in implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is required with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person. List any outstanding lawsuits associated with previously completed, similar projects.

c. Proposed Work Plan – 30 points

Provide a detailed and comprehensive description of how the Contractor intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the County, communication and coordination, the working relationship between the Contractor and County staff, and the company's general philosophy in regards to providing the requested services.

In the scoring for this section, Contractors will be evaluated based on the clarity, thoroughness, and content of their responses to the above items.

d. Fee Proposal - 25 points

Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. In addition to completing the Fee Proposal, Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Contractors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time. A fee proposal form will not be provided in this document. Respondent shall develop and submit a fee proposal that supports their technical proposal.

e. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your

organization authorized to negotiate the agreement with the County.

f. Attachment A – County Forms

A checklist of County forms is located in *(Attachment A)*. Please include requested forms and documents as part of your **Technical Proposal submittal**:

- (1) Addenda Acknowledgement Form
- (2) Bid Bond*
- (3) Contractor’s Affidavit* (as per the Georgia’s Security and Immigration Compliance Act)
- (4) Corporate Certificate
- (5) Drug-Free Workplace Certificate
- (6) Equal Employment Opportunity Plan
- (7) Legal Status of Contractor
- (8) Mutual Confidentiality and Non-Disclosure Agreement
- (9) Proposed Sub-Contractor’s Information
- (10) References – Prime & Sub Contractors
- (11) Respondent’s Non-Collusion Affidavit
- (12) W-9

* Forms to be submitted with proposal or it will be deemed non-responsive and rejected.

H. Proposal Evaluation

1. The selection committee will evaluate each proposal by the above-described criteria and point system (1 through 3) to select a short-list of firms for further consideration. The County reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the Contractors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the Contractor, including the person who will be the project

manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria (1 through 4), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by County Commission, if suitable proposals are received.

The County reserves the right to waive the interview process and evaluate the Contractors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The County will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

I. Addenda

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to the Oconee County web site www.oconeecounty.ga.us for all parties to download.

Each Contractor must acknowledge in its proposal all addenda it has received. The failure of a Contractor to receive or acknowledge receipt of any addenda shall not relieve the Contractor of the responsibility for complying with the terms thereof. The County will not be bound by oral responses to inquiries or written responses other than official written addenda.

Each Contractor is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

J. Response Process

1. Questions

Questions related to this RFP should be emailed to kbarnett@oconee.ga.us, with a subject line of "Oconee County, GA RFP-Broadband" no later than **5:00 PM EST on**

Wednesday, November 13, 2019. Answers to questions will be emailed back to inquirer as well as posted to the County website no later than **2:00 PM EST November 22, 2019.**

2. RFP Deadline

Responses must be received no later than **2:00 PM EST on Tuesday, November 26, 2019.**

3. RFP Submission

All Respondents must submit three (3) paper copies, (1) one paper original and (1) one electronic (flash drive) copy, which includes the technical and fee proposal information, to:

Oconee County Board of Commissioners
Attn: Karen Barnett, Purchasing Officer
23 N. Main Street, Room 203
Watkinsville, GA 30677

The outside of any envelope or package must clearly indicate the name of the project “ RFP 20-10-006- Oconee County, GA Broadband ”. The name and address of the Respondent must be clearly printed on the outside envelope or package.

All responses will be held in strict confidence by the County, in accordance with the non-disclosure agreement. Review of responses and communication with the Respondents will occur during the 60 days following the RFP due date.

K. Instructions to Respondents

1. Procurement Process

The procurement will be on a formally advertised basis through the County’s website and on the Georgia Procurement Registry website. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2. Contract Definitions

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

- a. Addendum** – Revision to the RFP documents issued by the County prior to the receipt of proposals.
- b. Agreement** – refers to the executed contract between the County and Contracting Entity.

- c. **County** – Oconee County Government and its authorized representatives.
- d. **Contact Person** – Staff designated by the Oconee County Department of Finance to submit any questions and suggestions.
- e. **Offeror/Respondent** – the entity of individual submitting a proposal in response to this RFP.
- f. **Owner** – Oconee County Board of Commissioners
- g. **Proposal** – the document submitted by the Offeror in response to this RFP.
- h. **Proposer** – the entity or individual submitting a proposal in response to this RFP.
- i. **Request for Proposal (RFP)** – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.
- j. **Responsible Offeror** – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
- k. **Responsive Offeror** – A person or entity that has submitted a proposal or proposal that conforms in all material respects to the requirements set forth in the invitation for proposals or request for proposals.
- l. **Scope of Work/Project Overview** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.
- m. **Subcontractor/sub-Contractor** – An individual, firm, corporation or any combination thereof, having a direct contract with Contractor/Contractor for the performance of a part of the work.

3. No Contact During Procurement Process

- a. It is the policy of Oconee County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- b. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Administrator's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- c. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Officer.
- d. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Officer that the submitted proposal or proposal of the person, firm, or entity in violation is “non- responsive”, and it shall not be considered for award.

4. Covenant Against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

5. Prohibited Interest

- a. **Conflict of Interest** - Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.
- b. **Interest of Public Officials** - No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6. Term Of Contract

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

a. Commencement Term

The contract will commence as of the date indicated in the Notice to Proceed (NTP) and will terminate as indicated in the contract. Notwithstanding

anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Term Subject to Events of Termination

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

c. Statutory Compliance Regarding Purchase Contracts

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

7. Vendor Registration And Proposal Notification System

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

To Register or check if you are registered

- Please visit our website at www.oconeecounty.com
- Hover over "Departments"
- Select Finance Office
- On left side of the webpage click on Vendor Registration
- Complete your registration by following the instructions provided or attempt to log-in.

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

8. Subcontractors

All Respondents shall include a list of all subcontractors with their proposal. The County reserves the right to reject the successful respondent's selection of subcontractors for good cause. If a subcontractor is rejected, the contractor may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in

an extension of time without the County's approval.

9. Open Records

Offeror acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. If Offeror asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1- 761, then the Offeror **must** follow the requirements of the ORA set forth at O.C.G.A. § 50- 18-72(a)(34) and submit an affidavit with their response declaring and specifically describing their trade secrets, including those of their subcontractor. Offeror shall promptly comply with the instructions or requests of the county in relation to responding to Open Records Acts requests within 24 hours.

10. Standard Insurance Requirements

If awarded a contract, the contractor shall procure and maintain insurance which shall protect the contractor and the Oconee County, GA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The contractor shall procure and maintain the insurance policies described below at the contractor's own expense and shall furnish the Oconee County Board of Commissioners an insurance certificate listing the Oconee County Board of Commissioners as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the contractor includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the Oconee County Board of Commissioners.

The contractor is required to maintain the following insurance coverage's during the term of the contract:

- a. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of GA (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the contractor qualifies to pay its own workers compensation claims.) In addition, the contractor shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$1,000,000;
Bodily injury by disease - per employee	\$1,000,000;
Bodily injury by disease – policy limit	\$1,000,000.

- b. Commercial General Liability Policy with the following minimum coverage:**

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage	\$ 250,000
Medical Expense	\$ 10,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 1,500,000
Contractual Liability where applicable	

- c. Business Auto Liability Insurance with a minimum** \$ 500,000
Combined Single Limit/Each Occurrence
 (Including operation of non-owned, owned,
 and hired automobiles).

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the Oconee County Board of Commissioners. Certificates of Insurance showing such coverage to be in force shall be filed with the Oconee County Board of Commissioners prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the Oconee County Board of Commissioners, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded contractor must procure the required insurance and provide the Oconee County Board of Commissioners with two (2) Certificates of Insurance. Certificates must reference the contract number. The contractor’s submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

11. Bonds and/or Letter of Credit

a. Bid Bond*

OWNER requires a bid bond or a certified cashier's check in the amount of five percent (5%) of the total bid to be enclosed with the fee proposal at the time of RFP opening. Cashier's check will be made payable to Oconee County Board of Commissioners.)

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

The Bid Bond must be in an amount equal to five percent (5%), payable to the Oconee County Board of Commissioners and issued by a Surety authorized to do business in the Oconee County, GA, in order to guarantee that the contractor will enter into a contract to deliver products and/or related services outlined in this solicitation,

strictly within the terms and conditions stated in the contract.

b. Performance Bond*/Letter of Credit

The awarded contractor(s) shall be required to furnish a performance bond* or an irrevocable letter of credit to the Oconee County Board of Commissioners for the faithful performance on the contract in an amount equal to 100%. The bond shall be issued by a Corporate Surety authorized to do business with the Oconee County, GA. The performance bond/letter of credit must be submitted to the Oconee County Board of Commissioners within ten (10) calendar days of the date the contract is awarded, but in any event, prior to the beginning of any contract performance by the awarded contractor.

c. Payment Bond*

The awarded contractor(s) shall be required to furnish a bond to secure payment of all claims for materials furnished and/or labor performed by a subcontractor in the event one or more subcontractors are utilized by the awarded contractor in performance of the project. The payment bond* shall be in amount equal to the contract price for the portion of work and/or materials to be performed/provided by the subcontractor(s). The awarded contractor(s) must (1) receive prior approval from the Oconee County Board of Commissioners prior to utilizing the subcontractor and (2) submit the payment bond(s) to the Oconee County Board of Commissioners prior to permitting the approved subcontractor(s) to begin work.

* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Oconee County, GA.

12. Drug-Free Workplace Certificate

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

13. County Public Benefit Application Affidavit (SAVE)

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

14. Non-Collusion

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

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

15. Georgia Security and Immigration Compliance Act

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, proposals and proposers are notified that all proposals/proposals for services that are to be physically performed within the Oconee County, GA must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security.

Physical performance of services means any performance of labor or services for a public employer using a proposal process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

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

The Purchasing Officer is authorized to conduct random audits of a contractor or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See (*Attachment A*), County Forms for declarations and affidavits.

16. Award of Price Agreement/Contract

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

In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of proposals. Negligence on the part of the contractor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after the Applicant makes verification.

However, under no circumstances can unit prices be changed.

- b. Nothing contained herein shall place duty upon the County to reject Proposals or award Proposal based upon anything other than the County's sole discretion as described herein.
- c. The County may consider qualifications and experience for subcontractors, contractors, persons, and organizations proposed for Work.
- d. The County may conduct investigations deemed necessary to assist in evaluating Proposals and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Proposal from any Applicant not passing evaluation.

L. General Terms and Conditions

Contractors interested in obtaining a contract with Oconee County, GA for a Partnership for Deployment of a Fiber-to-the-Premises (FTTP) Network shall prepare a written proposal to include, but not be limited to, the following terms and conditions.

1. County Rights and Options

- This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:
- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Oconee County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several potential respondents.

- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and

the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.

- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- All Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its Contractors or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and Contractors, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2. Cost of Proposal Preparation and Selection Process

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

3. Authorization to Transact Business

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

4. General Requirements

- a. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was

made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Oconee County's Legal Counsel indicating whether the firm is bound by its proposal.

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

The County must advise Proposers in the request for proposals of the number of days that Proposers will be required to honor their proposals. If a Proposer is not selected within 120 days of opening the proposals, any Proposer that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

- b.** Oconee County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
- c.** The successful Proposer must assume full responsibility for delivery of all goods and services proposed.
- d.** The successful Proposer must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
- e.** The successful Proposer must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. If a vendor should happen to be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Proposer is solely responsible for arranging for the service to be performed.
- f.** The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g.** The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Oconee County Board of Commissioners.
- h.** In case of default by the successful Proposer, Oconee County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

- i. All proposals and proposals submitted to Oconee County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 etseq.
- j. All proposals and proposals submitted to Oconee County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43- 14-8.2(h).

5. Post Document Requirements

- a. Occupational Tax License - Contractor shall provide evidence of a valid Oconee County occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.
- b. Affidavits –
 - (1) ***Subcontractors***: The contractor must obtain affidavits from their subcontractors and sub-subcontractors swearing that they are registered for and participates in the E-Verify program. The affidavits must be provided to Oconee County within five business days of being hired to work on the Oconee County project.
 - (2) ***Oath of Successful Bidder***: The contractor must execute this affidavit prior to signing the agreement/contract in order for the contract to be valid.
 - (3) ***S.A.V.E.***: The contractor must execute this affidavit prior to signing the agreement/contract in order for the contract to be valid.
- c. Certificate of Insurance - Contractor shall provide evidence of a valid insurance with Oconee County as an additional certificate holder. Oconee County Insurance requirements are attached as part of the RFP Exhibits.
- d. Performance and Payment Bonds- Contractor shall provide performance and payment bonds within ten (10) days of the notice of award. The consent of surety shall state that upon award of the agreement, performance and payment bonds for one hundred percent (100%) of the total agreement amount can be furnished.

*Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the Oconee County, GA.

- e. Completed Sub-Contractor’s list – Contractor is required to submit subcontractor information to the county within five days after the Notice of Award letter has been issued. No subcontractors will be permitted to work

without prior county approval.

- f. Signed Agreement - Contractor is to sign and notarize the contract included in the RFP documents.
- g. Signed Notice of Award Letter – Contractor is to sign and return a copy of the Notice of Award letter to the Purchasing Office.

6. Procedures

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

7. Delays

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

8. Delivery Failures

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

9. Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought because of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and contractors to the Contractor. The

word “defend” means to provide legal counsel for the County or to reimburse the County for its attorney’s fees and costs related to the claim. This section shall survive the Agreement.

10. Substitutions

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

11. 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.

12. Invoicing and Payment

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

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

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

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

13. Assignment of Contract

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

14. 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.

15. 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.

16. 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.

17. Applicable Laws/Forum

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

18. Notices

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

TO CONTRACTOR:

TBD

TO COUNTY:

Oconee County Finance Department
Division of Procurement
23 N. Main Street, Suite 203 Post Office
Box 1527 Watkinsville, Georgia 30677

19. Licensure

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

20. Non-Professional Services Indemnification

Contractor hereby agrees to indemnify and hold harmless Oconee County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

21. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;
- b. Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will

receive consideration for employment without regard to race, creed, color, sex or national origin;

- c. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub- Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Ownership

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

23. Independent Contractor

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

24. Compensation

The total contract amount for the Project shall not exceed the amount approved by the Oconee County Board of Commissioners, which is full payment for a complete scope of work/services.

25. Change Orders

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

26. Safety Measures

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

27. Personnel and Equipment

Contractor shall designate in writing a person(s) to serve as its authorized

representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-Contractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or sub-Contractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-Contractors will not be unreasonably withheld by County.

28. Agreement

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

- 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.
- d. Should a Purchase Order Contract be used, the documents incorporated into the purchase order by reference include the scope of work, the general instructions, terms and conditions of the proposal documents, the cost proposal form, addenda and any sections of the proposal document or the contractor's fee proposal that have a direct bearing on the performance or price.

29. Brand or Manufacturer's Reference

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

30. 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, 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.

31. Disqualification of Proposers

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

32. Reserved Rights

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested. The proposer shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

33. Applicable Laws

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

34. 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 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 Oconee County, GA 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 Oconee County Board of Commissioners may otherwise have under this contract.

M. Attachment “A” County Forms



RFP #20-10-006

**Partnership for Deployment of a Fiber-to-the-Premises (FTTP) Network
CHECKLIST**

Company Name: _____

ITEM DESCRIPTION

Offeror's Checklist

1. County Forms (include with Technical proposal):

- Addenda Acknowledgment Form
- Bid Bond*
- Contractor's Affidavit* (as per the Georgia's Security and Immigration Compliance Act)
- Corporate Certificate
- Drug-Free Workplace Certificate
- Equal Employment Opportunity Plan
- Mutual Confidentiality and Non-Disclosure Agreement
- Proposed Sub-Contractor's Information
- References – Prime & Sub Contractors
- Respondent's Non-Collusion Affidavit
- W-9

***Important** – to be submitted with your proposal at time of designated RFP opening. The absence of a contractor affidavit in your submittal will cause your proposal to be non-responsive and rejected.

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



RFP #20-10-006

**Partnership for Deployment of a Fiber-to-the-Premises (FTTP) Network
Addenda Acknowledgement**

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

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative Name/Title
(Print or Type)

Email

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

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

BID BOND

NOW ALL MEN BY THESE PRESENTS, THAT _____ (Name
of Contractor) _____ (Address of
Contractor) a _____
(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

a corporation of the State of _____, and a surety authorized by law to do business in the
State of Georgia, hereinafter called Surety, are held and firmly bound unto

Oconee County Board of Commissioners
(Name of Obligee)

23 N. Main Street, Watkinsville Georgia 30677
(Address of Obligee)

Herein after referred to as Obligee, in the penal sum of _____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the Oconee County Board of
Commissioners, a proposal for furnishing materials, labor, and equipment for:

RFP #20-10-006 Partnership for Deployment of a Fiber-to- the-Premises (FTTP) Network

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's
check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal
shall within ten days after receipt of notification of the acceptance execute a Contract in accordance
with the Bid and upon the terms, conditions, and prices set forth in the form and manner required
by the Oconee County Board of Commissioners, and execute a sufficient and satisfactory
Performance Bond and Payment Bond payable to the Oconee County Board of Commissioners, each
in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the
Oconee County Board of Commissioners, and otherwise, to be and remain in full force and virtue in
law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing
requirements within the time specified above, immediately pay to the Oconee County Board of

BID BOND

Commissioners, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. seg. and SS 36-86-101, et. seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal) _____ (Address)

(Witness as to Surety)

(Address)

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor on the foregoing bid; that

_____ who signed said bid in behalf of the Contractor, was then (title)

_____ of said Corporation; that said bid was duly signed for and on 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_____

_____(Seal) (Signature)

RFP #20-10-006
Partnership for Deployment of a Fiber-to-
the-Premises (FTTP) Network
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 FORM MUST BE RETURNED WITH YOUR PROPOSAL.

RFP #20-10-006
Partnership for Deployment of a Fiber-to-
the-Premises (FTTP) Network
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE

EEO Plan: The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Proposer Programs: The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

1. Does the Proposer have the above EEO policy in place?	Y	N
2. If the answer to the above is no, will the Proposer have such a policy in place prior to commencing work on this project	Y	N

Statement of Assurance: The Proposer herein assures the County that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

(Firm's Name)

(Authorized Signature)

_____/_____
(Title) (Date)

Mutual Confidentiality and Non-Disclosure Agreement

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made and entered into on this _____ day of _____, 2019 (the “**Effective Date**”), by and between _____ a _____ with its principal place of business located at _____ (“**Company**”), and the Oconee County Board of Commissioners, a Georgia municipal corporation (“**County**”). Company and Client shall be referred to herein individually as a “**Party**” and collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the Parties, prior to and in connection with entering into discussions with each other regarding their evaluations of possible business transactions between or among them (“**Proposed Transactions**”), desire to enter into this Agreement in order to protect the highly confidential nature of their discussions and evaluation of the Proposed Transactions;

WHEREAS, the Parties are interested in discussing with each other Proposed Transactions. In connection with such discussions and/or in connection with the Proposed Transactions each Party may or will be disclosing to the other Party certain Confidential Information, as defined in Section 1. below.

NOW, THEREFORE, in order to induce the Parties to enter into discussions between or among the Parties regarding the Proposed Transactions, and in order to induce the Parties to disclose such Confidential Information to each other pursuant to this Agreement, and for other consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions:

“**Confidential Information**” shall mean information, whether written or oral, received by the Recipient or its Representatives (defined below) that relates to the Disclosing Party or its affiliates and is not generally available to the public, or which would reasonably be considered confidential and/or proprietary, or which, if written, is marked “Confidential” or “Proprietary” by Disclosing Party. Without limiting the generality of the foregoing, Confidential Information includes, without limitation: (i) information relating to research, development, inventions, information systems, software code, software applications, pricing, product/service specifications, customer lists, financial or other economic information, accounting, engineering, personnel relations, marketing, merchandising, and selling; customer or employee data or statistics, (ii) potential sources of financing, and (iii) all analyses, compilations, forecasts, studies or other documents prepared in connection with the review and possible consummation of the Transaction. In the event Confidential Information is the basis of, is incorporated into, or is reflected in other documents, whether separately or jointly generated by the Parties, such other documents shall be deemed Confidential Information subject to the terms of this Agreement. All oral communications associated with the Transaction between the Parties or their respective Representatives pertaining to the business of the Disclosing Party, its affiliates or any Transaction shall be deemed to be Confidential Information.

“**Representatives**” shall mean the respective directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, brokers, attorneys and accountants) or agents of the Recipient.

2. **Non-Disclosure Obligations.**

a. The Recipient, for a period beginning with the Effective Date, and continuing for two (2) years from the cessation of unsuccessful negotiations, as evidenced by the delivery of a written notice of termination by one Party to the other Party, or the consummation of the Transaction (by execution of the relevant document(s)), whichever occurs first, shall maintain and protect the confidentiality of the Confidential Information with the same degree of care as is normally used in the protection of its own confidential and proprietary information but in no event with less than a reasonable standard of care; provided, however, the Recipient shall keep any: (i) personally identifiable information (“PII”) confidential as required by any applicable law, and (ii) trade secrets of the Disclosing Party confidential as long as such information is deemed a trade secret. The Recipient further agrees not to use Confidential Information for any purpose, except for the purposes of evaluating, analyzing, negotiating, consummating or effectuating the Transaction.

b. Without the prior consent of the Disclosing Party, the Recipient will not allow its Representatives to disclose to any unauthorized third party, including but not limited to the press: (i) the fact that any evaluation, investigation, discussions or negotiations are taking place concerning a possible transaction involving the Parties, (ii) the fact that the Parties have requested or received Confidential Information from each other, or (iii) any of the terms, conditions or other facts with respect to the possible Transaction, including the status of the Transaction, the substance of any negotiations or any of the terms of this Agreement or its existence.

c. The Recipient shall limit access to the Confidential Information to those Representatives who: (i) need to know such information solely for the purpose of developing or evaluating the Transaction; (ii) have been informed of the confidential nature of such information; and (iii) Recipient agrees hereby to be responsible for causing to act in accordance with the terms of this Agreement. The Recipient shall cause its Representatives to observe the terms of this Agreement and shall be responsible for any breach of this Agreement by any of its Representatives. The Recipient shall take all reasonable measures, including without limitation, court proceedings, to restrain their Representatives from unauthorized use or disclosure of the Confidential Information.

d. The restrictions set forth in this Section 2 shall not apply with respect to Confidential Information that the Recipient can clearly demonstrate: (i) is already available to the public; provided, however, PII remains subject to confidentiality obligations regardless of its availability to the public or availability through unauthorized disclosure, (ii) becomes available to the public through no fault of the Recipient or its Representatives; provided, however, PII remains subject to confidentiality obligations regardless of its availability to the public or availability through unauthorized disclosure, (iii) is already known to the Recipient on a non-confidential basis, as shown by written records in its possession at the time that the Confidential Information was received, (iv) becomes available on a non-confidential basis from a source that, to the best of the knowledge of the Recipient, is not under an obligation to the Disclosing Party, or (v) is independently developed by the Recipient without regard to the Confidential Information of the Disclosing Party.

3. **Proprietary Interest.** Nothing in this Agreement shall be construed to grant to Recipient a license to any Confidential Information disclosed or to any patents, trademarks, copyrights or any other intellectual property derived from the Confidential Information disclosed.

4. **Disclosures Required By Law.** In the event the Recipient is required by law, regulation, stock exchange requirement or legal process to disclose any of the Confidential Information, the Recipient agrees to: (i) give Disclosing Party, to the extent permitted by law, advance notice prior to disclosure so the

Disclosing Party may contest the disclosure or seek a protective order, and (ii) limit the disclosure to the minimum amount that is legally required to be disclosed.

5. **Return or Destruction of Confidential Information.** If requested by the Disclosing Party, within twenty (20) business days, Recipient will deliver to the Disclosing Party all documents and other materials comprising Confidential Information, in the possession or under its control or that of its Representatives, together with all copies and summaries thereof, or provided the Disclosing Party provides its prior written consent, the Recipient will destroy all documents and other materials constituting Confidential Information in its possession or under the control of its Representatives. The Recipient agrees that if requested by the Disclosing Party, an authorized officer will certify to the Disclosing Party in writing that all such information and materials have been delivered or destroyed in accordance with the terms of this Agreement. If Recipient's computer system automatically backs up and archives Confidential Information, and such Confidential Information cannot be expunged without employing unduly burdensome and non-cost effective measures, Recipient may retain an automatically archived backup copy of the Confidential Information for the period that Recipient normally archives backed up computer records pursuant to Recipient's official document retention policy. Notwithstanding the delivery or destruction of Confidential Information and related materials required by this Section 5, any and all duties or obligations existing under this Agreement will remain in full force and effect until all Confidential Information, including automatically archived Confidential Information, has been returned to the Disclosing Party or destroyed pursuant to this Section 5.

6. **Accuracy of Information.** All Confidential Information disclosed hereunder is provided "AS IS". Disclosing Party makes no implied or express representations or warranties as to the accuracy or completeness of the Confidential Information.

7. **Remedies.** Recipient acknowledges that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened breach of this Agreement, and without prejudice to any other rights and remedies otherwise available, the Recipient agrees that the Disclosing Party shall be entitled to seek injunctive or other equitable relief as a remedy for any such actual or threatened breach in a court of competent jurisdiction. Such a remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

8. **No Waiver.** The Parties agree that no failure or delay by a Party in exercising any right, power or privilege hereunder will operate as a waiver thereof; nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. **Choice of Law.** The Parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, excluding any choice of law provisions. The Parties agree to consent to the exclusive jurisdiction of the state and federal courts of Georgia to resolve any dispute arising from this Agreement and waive any defense of inconvenient or improper forum. The Parties acknowledge that this Section 9 is subject to the jurisdiction of the court of competent jurisdiction for injunctive relief specified in Section 7.

10. **Entire Agreement.** This Agreement represents the entire agreement between the Parties concerning the subject matter hereof. All prior and contemporaneous agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded and canceled in their entirety. No modifications of this Agreement or waiver of the terms and conditions hereof will be binding upon a Party unless approved in writing by the Parties.

11. **No Purchase or Sale Commitment.** It is expressly understood between the Parties that nothing contained in this Agreement shall commit or obligate either Party to enter into a transaction or business

relationship with the other, or to use said other Party for any other activities with regard to the Confidential Information or the products or services of either Party absent a separate written agreement between the Parties.

12. **Titles.** The titles used herein are for convenience only and shall not be considered in construing or interpreting any of the provisions of this Agreement.

13. **Assignment.** The Parties shall not have the right to assign or transfer this Agreement or any rights or obligations hereunder to any other Party without prior written consent of the other Party.

14. **Counterpart Signatures.** This Agreement may be signed in counterparts, and may be delivered by each Party electronically, with the same effect as if both Parties had signed one and the same document.

15. **Notices.** Any notice or other communications required or permitted under this Agreement shall be in writing and shall be deemed given on the date of transmission when sent by telefax or facsimile, on the third business day after the day of mailing when mailed by certified mail (postage pre-paid, return receipt requested from within the United States), by recognized overnight delivery services such as FedEx, or on the date of actual delivery, whichever is earliest, and shall be sent to the Parties at the following addresses, or at such other address as the Party may hereafter designate by written notice to the other:

If to the County: Oconee County Board of Commissioners
23 N. Main Street
Watkinsville, GA 30677
Facsimile: (706) 310-3574
Attn: Kathy Hayes, County Clerk

If to Company: _____

(Address)

Facsimile: _____
Attn: _____

16. **Severability.** The terms and provisions of this Agreement shall be deemed severable, and in the event that any term or provision hereof or portion thereof is deemed or held to be invalid, illegal or unenforceable in a final order, rule, regulation, or law by a court or governmental authority with the jurisdiction to do so, this Agreement shall nevertheless continue and be deemed to be in full force and effect and binding upon the Parties only if the Parties amend this Agreement, as necessary, to restore the original balance of benefits and burdens intended by the parties, consistent with prevailing law. If the Parties are unable to mutually agree on an amendment, as provided in this Section 16, then this Agreement shall be terminated, with Sections 2 & 5 above surviving such termination.

17. **Public Disclosure.** Neither Party shall make any public disclosures regarding the other Party, or the subject matter hereof, including, without limitation, any advertisements, publications or documents, without the prior written approval of the other Party.

18. **County Exception-County Disclosure/Georgia Records Act Demand.** The Parties acknowledge that as a municipal corporation, the County is subject to the Georgia Open Records Act. In the event the County receives from a third person or entity any request under the Georgia Open Records Act for the disclosure of

Confidential Information of a Party, the County shall promptly notify the Disclosing Party, or Parties as the case may be, of the request s that the Disclosing Party or Parties have a reasonable opportunity to prevent disclosure of the Confidential Information. The Disclosing Party or Parties are exclusively responsible for defending its or their position concerning the confidentiality of the requested information. The County may, but is not required to, assist the other Party or Parties in opposing disclosure of the Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Mutual Confidentiality and Non- Disclosure Agreement on the Effective Date.

“COUNTY”

OCONEE COUNTY BOARD OF COMMISSIONERS

By: _____
John Daniell, Chairman

ATTEST:

Kathy Hayes, County Clerk

(SEAL)

Approved as to Form:

Daniel Haygood., County Attorney

“COMPANY”

By: _____

County: _____

SUB-CONTRACTOR INFORMATION FORM

The Bidder shall identify all proposed subcontractors who will be performing work under the proposed Contract. The Bidder certifies that the following individuals, firms or businesses will be hired or awarded subcontracts for the indicated portions of the Work in the event that the Bidder is awarded the Contract.

Please list all proposed Subcontractors below:

1. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

2. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

3. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

4. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

(Make copies as necessary.)

PRIME CONTRACTOR REFERENCE AND RELEASE FORM

List at least three (3) references for the prime bidder and each proposed subcontractor, using a separate *Reference and Release Form* for each. (Please make copies as necessary and submit with the Bid Document Package.) Provide the information requested in the form below for the County's contact person who will verify the prime bidder's and all subcontractor's experience and ability to perform the services listed in the solicitation.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
 (Authorized Signature)

Company Name _____ Date _____

Please make copies as needed.

SUB-CONTRACTOR REFERENCE AND RELEASE FORM

List at least three (3) references. Provide the information requested in the form below for the contact person who will verify the subcontractor's experience and ability to perform the type of services listed in the solicitation.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
 (Authorized Signature of Sub-contractor Only)

Company Name _____ Date _____



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the Oconee County Board of Commissioners, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Oconee County Board of Commissioners; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

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>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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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-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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.