

# Request for Qualifications/Request for Proposals

CONSTRUCTION MANAGER AT-RISK

Oconee County Fire Station 8

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**CONSTRUCTION MANAGER AT-RISK**

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## I. REQUEST FOR QUALIFICATIONS

Construction Management at-Risk Services  
Oconee County Fire Station 8

The Oconee County Board of Commissioners (OCBOC) ("Owner") is seeking Statements of Qualifications from firms interested in providing construction manager at-risk services for a project known as Oconee County Fire Station 8. Request for Qualifications (RFQ) seeks to identify the most qualified potential providers of the above-mentioned services. Some firms which respond to this RFQ, and who are determined by the Owner to be especially qualified, may be deemed eligible and may be invited to offer proposals for these services. All respondents to this RFQ are subject to instructions communicated in this document and additional terms and conditions listed in the Owner's Request for Proposals (RFP). The Oconee County Board of Commissioners reserves the right to reject any or all statements of qualifications or proposals, and to waive technicalities and informalities at the discretion of The Oconee County Board of Commissioners.

**Restriction of Communication.** From the issue date of this (RFQ-RFP) solicitation until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate for any reason with any members of the Selection Committee, the Using Agency, the End-User, or the Architect, except for submission of questions as instructed in the RFQ and RFP, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the qualifications/proposal of the offending proposer.

### 1. GENERAL PROJECT INFORMATION

#### *Project Description:*

*Oconee County Fire Station 8*

The project consists of the construction of the new Fire Station 8 (to be relocated from its current location) including all land development, site improvements and building construction, including interior finish. Although the final site has not been determined, it will be located in the northern part of the County in the area to service the coverage area of the existing Station 8. Precision Planning, Inc. is the architectural firm of record and has developed a concept to be utilized on the site.

#### *Project Delivery Method*

The delivery method for this Project will be construction manager at-risk (CM/GC).

#### *Project Schedule*

A Design Professional has been selected and services are anticipated to commence by October 2017 with construction documents anticipated for completion by December 2017. The start of construction is contingent on the availability of funding and the construction duration is estimated to be 8 months. It will be imperative that construction is complete by September 2018. *(All of the dates above are estimates and are subject to change.)*

#### *CM/GC Services*

The prospective CM/GC will provide preconstruction services, which may include technical review, cost verification, cost evaluation, value engineering, schedule development, and schedule evaluation, in addition to management of the construction. The CM/GC will be expected to work collaboratively with the Design Professional to develop separate bid packages during the course of construction. In addition, CM/GC will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule. The successful CM/GC will be required to work harmoniously with the Design Professional and Owner's consultants.

## 2. QUALIFICATIONS REVIEW PROCESS

Once applicants have been pre-qualified, the Owner will select the Respondent they believe is most qualified for this job based on the criteria outlined in Section II, Item 4.

Qualifications Review, is initiated with this RFQ, which is issued for the purpose of acquiring Statements of Qualifications from prospective CM/GC firms. A selection of finalist firms will be made by a Selection Committee consisting of representatives of Oconee County and possibly a third party representative (Architect, Board Member etc.). The Selection Committee will receive and review Statements of Qualifications submitted in response to this RFQ.

To be deemed eligible for evaluation, firms must meet the following minimum qualifications:

### Minimum Qualifications Required

- The firm or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority.
- Firm must have sufficient bonding capacity for anticipated total cost of work (\$2,000,000). Only those sureties listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) are acceptable to the Owner. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, are qualified self-insurers or group self-insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength rating of "A-" or better and an A.M. Best Financial Size Category of Class V or larger (See Item 5, A6.a).
- Firm must have a current Contractor's Public Liability Insurance policy, and must be insurable in the following amounts: Bodily injury, including death- limits of \$1,000,000 for each accident. Property damage limits of \$2,000,000 for each accident and \$10,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) (See Item 5, A6.b).
- Firms must have all necessary, valid and current licenses to do business in the State of Georgia (See Item 5, A6.c).
- Firm must demonstrate sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher (See Item 5, A6.d).

**CM/GC Selection, all firms invited and wishing to compete for this project shall submit Project and Fee Proposals as instructed in the Owner's RFP.** Finalists will be those firms determined by the Selection

Committee to be especially qualified to perform as CM/GC for this Project in accordance with the qualification criteria herein. Presentations/interviews *may* be conducted by the Owner for 2-3 firms that submit proposals that the Owner finds are in line with their vision for ESP, are deemed most qualified, and are most competitive considering the firms proposed schedule to complete the work and past experience to successfully delivery projects of similar scope. The successful CM/GC will be determined from the interviews and/or proposals received.

### 3. SCHEDULE OF EVENTS

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. All times indicated are prevailing times in Athens, Georgia. The Owner reserves the right to adjust the schedule as the Owner deems necessary.

- a. Owner issues RFQ/RFP September 28, 2017.
- b. Pre-Submittal Conference 2:00 P.M. E.T., Monday, October 9, 2017 at the Oconee County Board of Commissioners (Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, Georgia 30677. **Potential bidders are urged to attend.**
- c. Deadline for submission of written questions and requests for clarification must be submitted by 1:30 P.M. E.T., Friday, October 13, 2017. (*See 4. Submittals of questions and request for clarification below*)
- d. Deadline for submission of Statements of Qualifications and Fee Proposals: October 19, 2017 1:30 P.M. E.T.

### 4. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATIONS

It is the responsibility of each respondent to examine the entire RFQ and RFP, to seek clarification in writing, and review its submittal for accuracy before submitting the document. Once the submission deadline has passed, all submissions will be final. The Owner will not request clarification from individual respondents relative to their submission, but reserves the right to ask for additional information from all parties who have submitted qualifications. Questions about any aspect of the RFQ, RFP, or the project, shall be submitted in writing (e-mail is preferable) to:

Finance Department:

e-mail: [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us)

### 5. INSTRUCTIONS FOR PREPARING STATEMENTS OF QUALIFICATIONS

Submittals must be prepared in a manner that when printed would typically fit on standard (8 " x 11 ") paper. Responses are limited to using a minimum of an 11-point font. (The entire response shall not exceed 30 pages, if possible.) Submittals that include qualifications of more than one firm shall not exceed the page limits. Emphasis should be on completeness, relevance, and clarity of content. To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below.

#### STATEMENT OF QUALIFICATIONS

(DELIVERABLES "A", "B", and "C" FOR ALL FIRMS)

## A. Description and Resources of Firm

**A 1-** Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which project will be managed and this office's proximity to the project site. If applicable, indicate the year the local office was established and the number of persons staffing that office and their disciplines. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the firm a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure? For joint venture entities that have not undertaken at least *two* projects together, each firm should submit its qualifications separately. Joint submittals are subject to the same submittal page limit.

**A 2-** Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.

**A 3-** Has the firm been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners and/or Architects. List any active or pending litigation and explain. List any claims against your firm or against Owners where your firm is named.

**A 4-** List the firm's annual revenue, for the parent office and the local office separately, if applicable, for the past 5 years and supply main financial and banking references.

**A 5-** Has the firm, or a member thereof, ever been removed from a contract or failed to complete a contract as assigned? If yes, provide explanation.

**A 6-** The firm, in order to be deemed eligible for evaluation, must provide supporting documentation asserting that the firm meets the minimum qualifications required for this project

a. Certify that your firm has sufficient bonding capacity for anticipated total cost of work and your surety and insurance companies are in the current Department of Treasury's Listing of Approved Sureties (Department Circular 570). All insurance and bonds will be obtained through a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. The company is an insurer (or qualified self-insurers or group self-insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength rating of "A-" or better with an A.M. Best Financial Size Category of Class V or larger. Provide a letter or other supporting documentation from your firm's surety indicating the firm has bonding capacity of \$3,000,000.

b. Certify your firm has a current Contractor's Public Liability Insurance policy, and your firm is insurable in the following amounts: Bodily injury, including death- limits of \$1,000,000 for each accident. Property damage- limits of \$2,000,000 for each accident and \$10,000,000 for the aggregate of operations. The Owner reserves the right to require additional limits and/or coverage for actual contract. Provide your current insurance certificate.

c. Certify your firm has all necessary, valid and current licenses (including a valid and current Georgia General Contractor's License) to do business in the State of Georgia. *General Contractor must provide a valid and current Georgia General Contractor License at the time of submission of qualifications.* Provide a valid copy of your Georgia General Contractor license, and a Georgia Certificate of Existence or Certificate of Authority demonstrating your firm has

registered with the Georgia Secretary of State and is authorized to do business in Georgia. Your firm must also have a business license issued by Oconee County if awarded the project.

d. Certify your firm has sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher. Provide a one-page statement evidencing your current ratio.

e. Provide the firm's federal employer identification number and a completed IRS Form W9.

**A 7-** Complete and submit a "CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)" (Exhibit "A") with response as Section "A7" of the firm's Statement of Qualifications. Failure to submit this form with Statement of Qualifications will result in the firm being eliminated from consideration for this project.

**A 8-** Complete and submit the "Disclosure Statement" with response as Section "A 8" of the firm's Statement of Qualifications.

#### B. Experience and Qualifications

**B 1 -** Provide professional qualifications and description of experience for principal Project Executive, Project Manager, and/or Superintendent.

**B 2-** Provide information on the firm's experience on projects of similar size, function, and complexity (similar type of construction as the incumbent project). Describe no more than five (5) and no less than three (3) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project at hand. For each project, the following information should be provided:

- a. Project name, location and dates during which services were performed.
- b. Brief description of project and physical description (delivery method, contract value, duration of construction, square footage, number of stories, site area).
- c. Provide information on experience with public safety facilities similar in nature to this project.
- d. Services performed by your firm and (if multiple offices) the location of the office involved.
- e. Respective Owner's stated satisfaction in construction and service of your firm . Provide any Owner-written letters of reference/recommendation about the firm's performance on the project.
- f. Owner/User/Architect contact information.

#### C. Statement of Suitability

**C 1 -** Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.

**C 2-** Provide non-discrimination policies and describe the firm 's record and methodologies of addressing public safety, social, environmental, historical preservation, accessibility for persons with disabilities and special needs, or other related concerns.

**C 3-** Provide information on any special services offered by the firm that may be relevant and available for this project.



## II. REQUEST FOR PROPOSALS

### Construction Management at-Risk Services Oconee County Fire Station 8

To all firms who have been issued notification as having been deemed eligible Oconee County, Georgia ("Owner"), issues this Request for Proposals (RFP), for those firms to offer proposals for construction management at-risk services for the specific project.

#### 1. CONTRACT INFORMATION

Upon award, the successful CM/GC firm will be provided with a schedule for receiving partially complete design documents. The CM/GC firm will assume responsibility for cost of the project construction by issuing a guaranteed maximum price (GMP) based on the design documents, with the support and assistance of the Design Professional. The CM/GC will commit to a Guaranteed Maximum Price (GMP) for all building construction, including FFE, and site development. The GMP will be a contractual obligation. The CM/GC will also develop an overall project schedule, which will also be a contractual obligation. The CM/GC will function as a CM-At-Risk (CM/GC).

During Pre-Construction, the CM/GC will be responsible for pricing, value engineering, and maintainability and constructability issues. Construction will commence with the release of distinct work packages based on the design documents. The CM/GC shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost and other factors. *The CM / GC shall be willing to solicited bids from recommendations made by the owner, but will be responsible for evaluating the competency of such bids from a qualifications, timeline and cost standpoint.* The contract format will be an *Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price (GMP) Agreement*. The Project will be *Open-Book*. All savings, including unused contingency, will be returned to the Owner. The contract will include a liquidated damages provision and for projects of this scope will typically be \$1,000 per day although the actual amount may vary. The selected firm will be requested to enter into a Construction Management Agreement with Oconee County, Georgia.

#### 2. SCHEDULE OF EVENTS

See RFQ Section I, Item 3

#### 3. SELECTION PROCESS

**All interested Applicants/Respondents should submit a statement of qualifications package and proposal package, to include a fee proposal and schedule of values to be considered.** CM/GC Selection, will be initiated by the invitation to the qualified finalists by the Selection Committee (determined from evaluation of Statements of Qualifications and from evaluation of the RFP) to participate in the interview process. Finalist interviews may also be conducted by the Owner and selection committee. The successful CM/GC will be determined from the evaluation of qualifications and proposals received and interviews.

The following matrix will be used to evaluate the qualifying submittals:

<b>CRITERIA</b>	<b>WEIGHT</b>	<b>SCORE</b>	<b>SUBTOTAL</b>
<b>UNDERSTANDING OF THE REQUIREMENT</b> and the innovative and creative approaches to tasks, special skills, designs, and techniques. Demonstrated ability to perform the work and carry out the required responsibilities, level of effort, commitment, and cooperation of key personnel. Demonstrated ability to manage and perform the work in a timely and cooperative manner.	25		
<b>CONTRACTOR FURNISHED EQUIPMENT</b> including adequacy and relevancy for performance of the requirements of this contract.	5		
<b>FIRM EXPERIENCE</b> in providing services to public sector organizations and/or projects of similar scope.	25		
<b>REFERENCES</b> including applicable past work with other government agencies.	5		
<b>QUALIFICATIONS</b> of staff assigned to the contracts.	25		
<b>CONTRACT PRICE</b>	15		
<b>TOTAL SCORE</b>			

#### Final Evaluation

Upon completion of the evaluation of Project Proposals and interviews by the Selection Committee, proposers will be ranked in descending order of recommendation. In the event a satisfactory fixed fee cannot be reached with the highest-scoring firm, the Owner will formally terminate the negotiations in writing and begin negotiations with the second highest-scoring firm, and so on until a mutually agreed upon fixed fee is established. Once the successful CM/GC and the agreed upon fixed fee have been determined, a CM/GC services contract will be awarded by Oconee County, Georgia. The actual Form of Contract will be developed by the Owner.

#### 4. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION AND EXTENSIONS

See RFQ Section I, Item 4.

#### 5. INSTRUCTIONS FOR PREPARING PROJECT PROPOSALS

##### READ CAREFULLY

Submittals must be prepared in a manner that when printed would typically fit on standard (8" x 11 ") paper. Responses are limited to using a minimum of an 11-point font. Submittals that include qualifications of more than one firm should not exceed the page limit. (Proposals should not exceed 30 pages, if possible.) Emphasis should be on completeness, relevance, and clarity of content.

To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below. The content of all Project Proposals must be categorized and numbered as outlined in the following "PROJECT PROPOSAL DELIVERABLES," and must address in a responsible and responsive manner all requested information.

## PROJECT PROPOSAL

(DELIVERABLES "D", "E" and "F")

### D. Qualifications and Experience of Proposed Project Team

- D 1** - Describe your firm's proposed organization for the construction management team including superintendent, project manager, project director, cost estimator, project executive, etc., who will manage the project. Please designate the specific individuals to fill the following key roles on your team: (Firms should list all positions/persons that CM expects to serve on the construction management team)
- a. Superintendent(s)
  - b. Project Manager
  - c. Project Director
  - d. Cost Estimator
  - e. Project Executive
  - f. Commissioning Manager (if applicable)
  - g. Other (please describe, if applicable)
- D 2**- Provide for each of the above personnel current resumes listing relevant project experience and percentage of the person's time to be committed to this project.
- D 3**- Identify the individual who, *from project start to finish*, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. This individual's competence, his/her leadership, and his/her ability to achieve *customer satisfaction* will be heavily considered in the selection of a construction management firm.
- D 4**- Provide an organizational chart showing the lines of responsibility and accountability for your team and proposed sub-consultants. If a joint-venture, identify responsibility relationships, where there may be past experience at such relationships, and levels of experience.
- D 5**- Provide examples of your *recent* experience as CM or GC in constructing facilities similar to this project, including the following information:
- a. Provide photographs of similar projects your firm/team completed in the past five (5) years.
  - b. Provide a written reference from the Architect/Owner/User (with current phone numbers) familiar with your performance on each of the above projects. Provide a Program Manager reference (if applicable).
  - c. List the individuals who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator on the projects. Please note whether these individuals are still employed with your firm.
  - d. Indicate those projects where an architect, engineering consultant, and contractor served a corporate or public client *as a team*.

e. Provide the two most recent projects your firm has completed. Include the total quantity of change orders and net total cost increase of change orders to the project. Summarize the actual schedule performance relative to the initial project schedule. For each project, provide the name of an Owner's representative (with a current phone number) who is most familiar with your performance on the project.

#### E. Management Plan

**E 1-** With regard to your firm's overall role in the project, please provide a statement of your definition of the role, your anticipated level of management responsibility and accountability for project concerns. Describe your process for efficiently resolving issues and maintaining the project commitments while working collaboratively with Oconee County, Georgia, Precision Planning, Inc., and others as applicable. Provide detailed procedures for routine solving of complex project issues without compromising your team commitments. Provide your proposed methods and plans of CM communication.

**E 2-** Provide your detailed cost management plan for controlling costs on this project within the GMP during construction. Describe your systems and procedures for controlling costs during construction.

**E 3-** Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.

**E 4-** Provide your procurement and workforce plan including details on your plan to assure local contractor opportunity. Describe how your firm intends to arrange the construction into bid packages in order to reach The Oconee County Board of Commissioners schedule and budget objectives.

**E 5-** Provide your detailed schedule management plan for this project during construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.

**E 6-** Provide your detailed subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.

**E 7-** Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.

**E 8-** Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship.

**E 9-** Provide your safety and site logistics plan for this project. Describe your plan for working around existing operations and for site access.

**E 10-** Provide your detailed plan for applying any services not specifically mentioned herein. Explain the relevance of these services to this project and how they benefit the project.

#### F. Schedule of Values

**F 1** – In addition to the fee proposal form in exhibit B, contractors should complete and submit the Schedule of Values for (Exhibit C). This form will be used for comparison and preliminary budgeting purposes and should not be considered as the final Gross Maximum Price. Contractor should use the included concept plans and specifications and be confident that the final contract price can stay within close proximity of this schedule of values. A final GMP price will be arrived at after the plans are 90% complete and value engineering has occurred throughout the design process.

## 6. INSTRUCTIONS FOR PREPARING FEE PROPOSALS

(See also Item 8- *Submittal of Project Proposals and Fee Proposals*). The *Fee Proposal Form, Exhibit "B"* and the *Schedule of Values, Exhibit "C"*, attached to this RFP, shall be submitted. Detailed itemization of the fee proposal must be attached to the Fee Proposal Form.

## 7. PRESENTATION /INTERVIEW INFORMATION

### Interview Format

Should the Owner elect to conduct interviews, the firms selected to make a presentation to, and be interviewed by, the Selection Committee will be notified within the time outlined in Section 3, "Schedule of Events." Each firm will be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the interview will not exceed 65 minutes to include: 10 minutes for setup, 30 minutes for proposer presentation, 20 minutes for Committee questions, and 5 minutes for knockdown. Electronic presentations, such as PowerPoint presentations, are allowed but should not comprise the entire 30 minute presentation. Although a screen will be available in the interview room, presenter must be prepared with own projector and laptop for quick setup within the allotted 10 minutes in case of any unforeseen technical difficulties. Other portions of the presentation may involve flip charts or boards along with oral presentation. All members of the Selection Committee will be present during all of the presentations and interviews. Firms are not allowed to address any questions, prior to the interview, to anyone other than designated contact.

### Interview Requirements

The intent of the formal interview process is to provide the Selection Committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract award. Firms should focus their presentations on the following: detailed plan for managing the construction, cost, schedule, and quality on the project and any unique characteristics or services the firm offers; and the firm's concepts or plans for the division of the project into separate packages for award. Firms are discouraged from reviewing general company history and past experience previously submitted in Statements of Qualifications and/or Project Proposals unless this information is particularly relevant to the presentation. All key personnel should be present at the interview including, at a minimum, the project superintendent, project manager, and project executive. No more than 4 representatives should be present.

## 8. SUBMITTAL OF STATEMENTS OF QUALIFICATIONS, PROJECT AND FEE PROPOSALS

### Project Proposals

- a) **The County will require a complete set of signed documents, both digital and hard copy, for the county's permanent record, as follows: One (1) unbound original and one (1) digital copy. Statement of Qualifications (SoQ) and Project and Fee Proposals (including the Schedule of Values) must be received by Thursday, October 19, 2017 AT 1:30 PM, EASTERN STANDARD TIME (ET). SoQ and Project/Fee Proposal must be submitted in a sealed envelope stating on**

the outside, the Respondent's name, address, **RFQ/RFP #FY1809-06 CMAR Construction of FS#8** to:

**Oconee County Board of Commissioners**

**Attention: Purchasing Officer**

**23 N. Main Street, Suite 203**

**Watkinsville, GA 30677**

**Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. For a complete listing of holidays please visit [www.oconeecounty.com](http://www.oconeecounty.com).**

Submittals must be prepared in a manner that when printed would typically fit on standard (8 " x 11 ") paper. Responses are limited to using a minimum of an 11-point font.

Proposals will be accepted prior to **1:30 P.M., E.T., October 19, 2017**, and only the names of the Respondents will be read aloud.

No Proposals will be accepted after the time set for receipt. Proposals submitted via facsimile or e-mail will be rejected. Oconee County, Georgia reserves the right to reject any and all submittals, and to cancel the solicitation in its entirety and possibly re-advertise and issue a revised solicitation for any reason. With the submittal of a Proposal, the Proposer agrees that the proposals shall remain valid for a period of ninety (90) days.

## **9. ADDITIONAL TERMS AND CONDITIONS TO THE RFQ/RFP**

### **Restriction of Communication**

From the issue date of this RFQ-RFP solicitation until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate for any reason with any members of the Selection Committee, the Using Agency, or the Design Professional, except for submission of questions as instructed in the RFQ and RFP, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the proposal of the offending proposer.

### **Submittal Costs and Confidentiality**

All expenses for preparing and submitting responses are the sole cost of the party submitting the response.

The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner. Labeling information provided in submittals "proprietary" or "confidential," or any other designation of restricted use will not protect the information from public

view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

#### Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the Owner and does not obligate the Owner to procure or contract for any services. Neither the Owner nor any party submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the Owner and a party containing such terms and conditions as are negotiated between those parties. The Owner reserves the right to waive non-compliance with any requirements of this Request for Proposal and to reject any or all proposals submitted in response.

Upon receipt and review of responses, the Owner will determine the party(s) and proposal that in the sole judgment of the Owner is in the best interest of the Owner (if any is so determined), with respect to the evaluation criteria stated herein. The Owner then intends to conduct negotiations with such party(s) to determine if a mutually acceptable contract may be reached and in the course of doing so may use ideas expressed in any proposal.

#### Joint-Venture Proposals

Oconee County, Georgia does not generally desire to enter into "joint-venture" agreements with multiple Construction Management firms. In the event two or more firms desire to "joint-venture," it is strongly recommended that one incorporated firm propose and maintain status as the Construction Management Firm with the remaining firms participating as major consultants.

#### Statement of Agreement

With submission of a proposal, the Proposer agrees that he/she has carefully examined the Request for Proposal, and the Proposer agrees that it is the Proposer's responsibility to request clarification on any issue(s) in any section of the Request for Proposal with which the Proposer disagrees or needs clarified. The Proposer also understands that failure to mention these items in the proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a proposal, the Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that Proposer has not directly or indirectly included or solicited any other Proposer to put in a false or insincere proposal; (c) that Proposer has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

#### Open Records

- a) All materials submitted in connection with this RFP(ITB) will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States

of America and the open records policies of the Oconee County Board of Commissioners. All such materials shall remain the property of Oconee County and will not be returned to the respondent.

- b) If the Contractor has notified the Purchasing Office that the Contractor's submittal contains trade secrets and commercial or financial information, which is privileged and confidential, those portions of the submittal shall be protected and shall not be released outside of the Government. The title page and each page containing proprietary information must be marked.

#### Local Business Initiative

Any purchase or contract of under \$100,000 bid or otherwise placed by Oconee County, herein "County", may be awarded to a Local Business, as defined according to Oconee County Policy, in case of equivalent bids. In cases in which a bid by a Local Business is within 7% of the lowest overall bid supplied by a non-local business, the County is authorized to negotiate with Local Business with the lowest bid among the Local Business to allow such Local business to match the lowest bid supplied by a non-local business. In the event a Local Business matches the lowest bid, including all other terms, quality and conditions of the bid, then the Local Business may be awarded the contract. In the event the bids of more than one Local Business are within 7% of the lowest overall bid of a non-local business, the Local Business with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this Local Business declines to do so, then the Local Business with the next lowest bid within 7% will be given the opportunity to match the lowest bid and this process will continue until a contract is reached with a Local business or there is no other Local Business within 7% of the lowest overall bid.

#### Non-Collusion Affidavit

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

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

#### Anti-Discrimination

Oconee County, in accordance with Title VI of the Civil Rights Act of 1964, 42

U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in



response to this Invitation for Bid and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their bids, all bidders certify to Oconee County that they will conform to the provisions of the Federal Civil Rights Act of 1964. In every contract of over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Georgia Security And Immigration Compliance Act

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

- a) A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- b) By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
  - (1) The affiant has registered with and is authorized to use the federal work authorization program;
  - (2) The user identification number and date of authorization for the affiant;
  - (3) The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  - (4) Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - (5) Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5)

working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.

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

#### General Contractor License (If applicable)

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

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

#### Occupational Tax License

Applicant shall provide evidence (after award) 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 Oconee County.

#### Certificate of Insurance

Applicant shall include a copy of their current Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

#### Drug-Free Workplace Certificate

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

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

(Exhibit A)

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

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

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

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

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

\_\_\_\_\_  
Name of Project  
Oconee County Board of Commissioners

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

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

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

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

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

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

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

My Commission Expires:

\_\_\_\_\_  
(Exhibit B)

(Exhibit B)

**FEE PROPOSAL**

*(Submit in a Sealed Envelope accompanied by Detailed Itemization)*

**A. CM/GC GROSS PROFIT FEE**

Basis of Fee. The CM/GC's fee is the amount agreed to by both parties, which is the full amount of compensation due to the CM/GC as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the CM/GC performs all the requirements of the Contract

MAXIMUM AMOUNT FOR GROSS PROFIT FEE \$ \_\_\_\_\_

**B. PRE-CONSTRUCTION FEE:**

Pre-Construction Fee. For the Pre-Construction Phase Services provided by CM/GC as set forth in the General Requirements, Owner shall pay to CM/GC a Pre-Construction Fee. Pre-Construction Fee shall be expressed as a flat not to exceed fee and shall be paid in three installments, 25%, 25%, and 50% respectively with the final installment paid upon issuance of all local, state and federal permits.

MAXIMUM AMOUNT FOR PRE-CONSTRUCTION LABOR, OVERHEAD COSTS AND EXPENSES \$ \_\_\_\_\_

**C. OVERHEAD AND GENERAL CONDITIONS FEE:**

The CM/GC's Overhead Costs. The maximum amount for the CM/GC's overhead and general conditions cost is inclusive of all direct and incidental expenses including but not limited to travel, sustenance, reproduction, salaries, wages, design and field office expenses, and those costs listed in the General Requirements. If authorized by the Owner to proceed with Construction Phase Services, the CM/GC will execute the work and be reimbursed for the actual costs as defined in the Contract

Construction Fee shall be expressed as a fixed fee amount and shall not change with adjustments to the GMP max contract

MAXIMUM AMOUNT FOR OVERHEAD COSTS, GENERAL CONDITIONS AND EXPENSES \$ \_\_\_\_\_

Important- Proposers must attach the Fee proposal form and the schedule of values, and any exceptions to the items requested above to the CM/GC Fee Proposal Form in same sealed, opaque envelope. Proposers shall use itemization format (of their choosing), which fully delineates specific costs, expenses and fees for Preconstruction and Construction phases, and is descriptive of all cost detail including but not limited to cost of work, in-construction services, overhead, work by others, and insurance and taxes.

Proposer Project Number

By:

Name Date

Title

(Exhibit C)

## **SCHEDULE OF VALUES -example**

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>SCHEDULE VALUE</b>
	GROSS PROFIT FEE	
	PRE-CONSTRUCTION FEE	
	GENERAL CONDITIONS / OVERHEAD	
	SITework	
	GRADING	
	HAULING CUT/FILL MATERIAL	
	TURF	
	IRRIGATION	
	DRAINAGE	
	CURB AND GUTTER	
	PAVING	
	LANDSCAPE	
	CONCRETE	
	MASONRY	
	FRAMING/CARPENTRY	
	THERMAL AND MOSITURE PROTECTION	
	DOORS AND WINDOWS	
	FINISHES	
	MISCELLANEOUS ACCESSORIES	
	EQUIPMENT	
	FURNISHINGS	
	MECHANICAL	
	ELECTRICAL / VOICE / DATA	
	CONTIGENCY	
	<b>GRAND TOTAL</b>	



## Addendum Acknowledgement Form

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

THIS FORM MUST BE RETURNED WITH YOUR BID.



## Drug Free Workplace Certificate

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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 BID.



## Non-Collusion Affidavit

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ITB OPENING DATE:

PROJECT NAME:

STATE OF GEORGIA

OCONEE COUNTY BOARD OF COMMISSIONERS

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being first duly sworn, deposes and says that he is

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

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

(Affiant)

Subscribed and Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

(Notary Public in and for)

(County)

My Commission expires \_\_\_\_\_, 20\_\_

(SEAL)

THIS FORM MUST BE RETURNED WITH YOUR BID





# Oconee County Board of Commissioners

## Local Business Affidavit of Eligibility

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

2. Mailing Address: \_\_\_\_\_ Physical Address: (if different) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

6. Does your business have more than one office in Oconee County? Yes No  
If yes, specify the location(s): \_\_\_\_\_

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

8. Does your business have any locations outside of Oconee County? Yes No  
If yes, specify the locations(s): \_\_\_\_\_

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

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

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

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

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

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

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

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

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

(Seal)

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

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

## Oconee County Insurance Requirements

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

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

**Important:**

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

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

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

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

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

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

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

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**B. HIGH RISK INSURANCE LIMITS**

**Ambulance Service:**

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

**C. Asbestos Abatement:**

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

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Contractor’s Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 3,000,000
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Additional Insured: The vendor shall add the “Oconee County Board of Commissioners, its officers, employees and agents” as an additional insured under the commercial general, automobile, and contractor’s pollution liability policies.

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

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

If hazardous substances are involved:

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

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

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

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

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**E: Consulting Services:**

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



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

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

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

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**H: Food Service:**

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

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

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

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**J: Landscaping / Lawn Care:**

Workers Compensation (WC): **Required for all Contracts**

**NO EXEMPTIONS**

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

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

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

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

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

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

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**L: Pest Control:**

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

Automobile Liability

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

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

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

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

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

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

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**O: Security:**

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

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

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**P: Staffing Services:**

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

Automobile Liability

Combined Single Limit

\$ 1,000,000

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

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

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

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

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

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

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

\_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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