

Invitation to Bid

Bid Control Number FY15-201503-02



Floor Coverings Project – Oconee County Civic Center

Oconee County Board of Commissioners

Oconee County Civic Center

Issue Date: March 26, 2015

Pre-Bid Meeting: Friday, April 3, 2015; 2:00 p.m.

PLACE: Oconee County Civic Center, 2661 Hog Mountain Road, Watkinsville, GA 30677

Questions/Answers Deadline: Thursday, April 9, 2015; 5:00 p.m.

Bid Opening Date/Time: Thursday, April 16, 2015; 2:00 p. m.

***PLACE: Commission Chambers, Oconee County Courthouse, Suite 205, 23 N. Main Street,
Watkinsville, Georgia 30677***

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FLOOR COVERINGS PROJECT OCONEE COUNTY CIVIC CENTER

Oconee County Board of Commissioners

Issue Date:	Thursday, March 26, 2015
Pre-Bid Meeting	Friday, April 3, 2015; 2:00 p. m.
Questions Deadline:	Thursday, April 9, 2015; 2:00 p. m.
Bid Opening Date/Time:	Thursday, April 16, 2015; 2:00 p. m.
Bid Opening Location:	Oconee County Board of Commissioners Oconee County Courthouse - Commission Chambers 23 N. Main Street, Suite 205 Watkinsville, Georgia 30677

March 26, 2015
Oconee County Board of Commissioners
23 N Main Street
Watkinsville, GA 30677
Request for Proposal (ITB) #FY15-201503-02

Floor Coverings Project at the Oconee County Civic Center

Sealed bids will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Suite 206, 23 N. Main Street, Watkinsville, GA. 30677, until **2:00 p.m. on Thursday, April 16, 2015** for replacement floor coverings at the Oconee County Civic Center. This project will include the replacement of multiple areas of VCT and carpet throughout the Civic Center Facility. Please see the bid documents for full specifications and Work Scope. Specifications and bid forms can be obtained from the Office of the Purchasing Officer or the Oconee County Website at www.oconeecounty.com. A bid bond is not required.

At that time, date, and place given above, Suite 205, the sealed bids will be publicly opened and read aloud. A pre-bid meeting will be held at **2:00 p.m. on Friday, April 3, 2015** at the Civic Center, 2661 Hog Mountain Road, Watkinsville, GA 30677. All interested parties are invited to attend. The purpose of this meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bidding document. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is strongly encouraged. Minutes of the meeting will be published as an addendum and posted on the Oconee County Website.

Questions regarding this ITB should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at kbarnett@oconee.ga.us and shall be received no later than **2:00 p m. on Thursday, April 9, 2015**.

OCBOC reserves the right to reject any and all bid responses and to waive any irregularities and informalities in procedure.

Oconee County Board of Commissioners
G. Melvin Davis

Oconee County Board of Commissioners
Invitation to Bid#FY15-201503-02
FLOOR COVERINGS PROJECT
OCONEE COUNTY CIVIC CENTER

SECTION I – GENERAL INSTRUCTIONS

A. GENERAL INFORMATION

1. Oconee County Board of Commissioners is issuing this Invitation to Bid (ITB) to solicit services from all interested, qualified, and licensed General Contractors with the State Licensing Board for General Contractors who specialize in building renovations. The successful Contractor shall provide all equipment, materials and labor for the removal and disposal of existing flooring and purchase and installation of new flooring, according to specifications herein. The County does not guarantee a minimum value for this contract. Specifications are detailed under Section III.
2. A pre-bid meeting is scheduled as part of this project. The meeting is not mandatory, however, interested parties are strongly encouraged to attend. Any questions generated during the course of, or as result of, a prospective bidder's visit or during the pre-bid meeting shall not be binding to this ITB unless they are submitted in accordance with the provisions described in Section I of this ITB.

B. BRAND OR MANUFACTURER'S REFERENCE

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

C. DISCREPANCIES

Should an Bidder find discrepancies in the bid documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing, not later than five (5) working days prior to the date for Bid to close. Any changes to the ITB that result from such a clarification will be communicated through a written addendum and posted on the Finance Department "Bid Opportunities" page at www.oconeecounty.com. Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's.

D. VENDOR REGISTRATION AND BID NOTIFICATION

Applicants are encouraged to sign up for Oconee County's new registration system, which is powered by Vendor Registry. The system allows a vendor to register quickly and update details such as the types of products and services provided as well as vendor contact information. This will enable the County and Vendor Registry to notify an applicant of important bid opportunities in the future. Bids are not rejected for a failure to register. Applicants may register, or check if they are registered, as follows:

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

For assistance, please call (865) 777-4337

E. SUBCONTRACTORS

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

F. OPEN RECORDS

1. All materials submitted in connection with this 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 Bidder.
2. 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.

G. BID REQUIREMENTS

1. Applicant Qualifications

- i. The submittal shall include a completed Statement of Qualifications as attached herein.
- ii. Oconee County may make any investigations deemed necessary to determine Applicant's ability to perform the Work, and Applicant shall furnish all information and data requested by the County. The County

reserves the right to reject any bid from any Applicant that the County considers not properly qualified to carry out Agreement obligations or able to satisfactorily complete the Work on schedule.

- iii. If Applicant does not have offices in the State of Georgia, such Applicant shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

2. Examination of Bid Documents and Site

- a. Before submitting a bid, each Applicant shall:
 - i. Examine the Bid Document Package thoroughly.
 - ii. Become familiar with local conditions affecting cost or Work progress or performance.
 - iii. Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost or Work progress or performance
 - iv. Study and carefully correlate Applicant's observations with the Bid Document Package.
 - v. Notify the County concerning conflicts, errors, or discrepancies in Bid Document Package.
- b. On request, the County may provide each Applicant access to the site to conduct investigations that Applicant deems necessary in order to submit bid.
- c. Bid submission will constitute **incontrovertible** representation that Applicant understands and has complied with requirements contained in this Article 2, and that Applicant has read and understood the Bid Document Package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform Work.

3. Copies of Proposal Documents

- a. The ITB Document Package includes the Bid documents described in item K.4 and all provisions of Section III, Work Scope.
- b. Complete sets of ITB Documents shall be used in preparing bids. The County assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of Bid Documents.

- c. The County, in making ITB Documents available on the above terms, does so only to obtain Bids on Work and does not confer license or grant for any other use.
- d. Any part of the ITB Documents may be modified by Addenda.

H. CONTACT PERSON

Contractors are encouraged to contact **Karen T. Barnett, CPPB, Purchasing Officer by email kbarnett@oconee.ga.us** to clarify any part of the ITB requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the contractor's submittal.

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

I. ADDENDA and INTERPRETATIONS

- a. Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.
- b. Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the Bid submittal. Bid submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.***
- c. Replies will be issued by Addenda mailed or delivered to parties recorded by Oconee County as having received Bid Document Package. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- d. Addenda may be issued to modify the Bid Document Package as deemed necessary by Oconee County.

J. TIMETABLE

The anticipated schedule for the ITB is as follows:

ITB Released :	March 28, 2015
Pre-Bid Meeting @ OC Civic Center:	April 3, 2015 at 2:00 PM EST
Deadline for Project Questions: Contact:	April 9, 2015 at 5:00PM EST
kbarnett@oconee.ga.us	
Deadline for Addenda posted on OC Website www.oconeecounty.com under Bid Opportunities:	April 14, 2015 at 5:00PM EST
Bid Submittal Deadline	April 16, 2015 at 2:00PM EST
Tentative Award Date	Tuesday May 5, 2015

Chart 1

K. BID SUBMISSIONS

1. A total of three (3) sealed bids; one (1) unbound original and two (2) copies of the completed, signed bid must be received no later than **Thursday, April 16, 2015 AT 2:00 PM, EASTERN STANDARD TIME (ETA)** Bids must be submitted in a **sealed envelope** stating on the outside, the Contractor's name, address, Bid #FY15-201503-02 ITB FLOOR COVERINGS PROJECT **OCONEE COUNTY CIVIC CENTER.**

Oconee County Board of Commissioners
Attention: Purchasing Officer
23 N. Main Street, Suite 206
Watkinsville, GA 30677

2. 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.

Items Bid must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to Thursday, April 16, 2015; 2:00 p m Local Time, at which time they will be publicly opened and read aloud in the Commission Chambers of the Oconee County Courthouse, 23 N. Main St., Watkinsville, GA 30677. ITB Documents are available upon request from the Oconee County Purchasing Office or by accessing the County's Website at www.oconeecounty.com.

Submittals or modifications received after the due date and time will not be considered. Oconee County Government assumes no responsibility for the premature opening of submittals not properly addressed and identified, and/or

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

Directions to Oconee County Courthouse from I-85: Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive 39 miles. Turn right onto Oconee Connector. Drive 5 miles. (Oconee Connector becomes Mars Hill Road, then Experiment Station Road). Turn right on North Main Street. Drive 0.1 miles North Main becomes Georgia Highway 15). The Oconee County Courthouse is on the right side of the street. Public parking is in back of the Courthouse.

3. There will be a pre-bid meeting held on Friday, April 3, 2015 at 2:00 p.m. Local Time (*see Item Q*). In the Civic Center, 2661 Hog Mountain Road, Watkinsville, GA 30677. A Site Tour of the proposed areas to be covered will be occur directly at the end of the meeting.

Directions to Oconee County Civic Center from I-85: Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive 39 miles. Turn right onto Oconee Connector. Drive 5 miles. (Oconee Connector becomes Mars Hill Road). Drive 3.1 mi. and turn right on GA 53/Hog Mountain Road. Drive 1.1 mi. and the OC Civic Center will be on the Left: 2661 Hog Mountain Road.

4. Each Bid Submittal shall contain the following documents in completed form (County forms must be used without substitution):

Bidders List Application, to include:

- i. Vendor Application
- ii. W-9
- iii. Contractors and Sub-Contractors Affidavit (E-Verify)

NOTE: All contractors, subcontractors and sub-subcontractors doing business with the government must provide affidavits.

- iv. Bid Schedule
- v. Bidder's Affidavit
- vi. Non-Collusion Affidavit:

NOTE: By submitting a Bid to this ITB, the applicant represents and warrants that such 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, 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, 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 proposal or in the contract that may be made under it, or in any expected profits to arise there from.

- vii. Corporate authority to execute bid (“Bidder’s Affidavit”: required for any corporate officer other than president or vice-president).
- viii. Statement of Qualifications
- ix. Drug-Free Workplace Certificate
- x. Certificate of Insurance:

NOTE: 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.

- xi. List of Subcontractors
- xii. Addenda Acknowledgement Form

- 5. PLEASE USE OCONEE COUNTY FORMS WITHOUT SUBSTITUTION WHEN PROVIDED! Use of forms other than those provided by Oconee County could constitute a non-responsive Bid and could be rejected.**
6. Applicants should submit one (1) unbound original and two (2) bound copies of Bid Documents to include all documents listed in item K.4. i-xii.
7. More than one Bid received for same work from individual, firm, partnership, corporation, or association under same or different names will not be considered. Reasonable grounds for believing any Applicant is interested in more than one Bid for same work will cause the County to reject all Bids from Applicant. If the County believes collusion exists among Applicants, bids from participants in collusion will not be considered.
8. Conditions, limitations, or provisions attached by the Applicant to the Bid Forms may cause its rejection. Bids containing Items not included in the form of Bids will be considered irregular.

L. INSURANCE AND BOND REQUIREMENTS

The Contractor is responsible for all personal/liability insurance and worker's compensation coverage for himself and all employees as described in Appendix B of this ITB. Bid Bond and Payment and Performance Bonds are not required.

M. MODIFICATION AND WITHDRAWAL OF BIDS

1. Withdrawal Prior to Time for Receiving Bids – Bids may be modified or withdrawn by appropriate document duly executed (in manner Bid must be executed) and delivered to place where Bids are to be submitted at any time prior to deadline for submitting bids. Bid Withdrawals will not prejudice Applicant's rights to submit new Bid prior to bid Date and Time.
2. Withdrawal After Time for Receiving Bids - After period for receiving Bids has expired, no Bids may be withdrawn, modified, or explained except as provided for in item "O" below.

N. OPENING OF PROPOSALS

Bids will be publicly opened and names of submitting firms and costs will be read at 2:00 p.m. on Thursday, April 16, 2015. A list of submitting firms and cost will be available on April 20, 2015 by emailing Ms. Karen Barnett at kbarnett@oconee.ga.us.

O. BIDS TO REMAIN OPEN

Bids shall remain open for acceptance by the County for sixty (60) calendar days after Bid opening. The County may, at its sole discretion, release any Bid prior to that date.

P. AWARD OF PRICE AGREEMENT/CONTRACT

1. To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject any and all Bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate Bids, incomplete or unbalanced unit prices, or other irregularities. In case of error in the extension of prices in the Bid, the unit price will govern. No bid shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the contractor in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after verification is made by the Applicant. However, under no circumstances can unit prices be changed.
2. Contract will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject Bids or award

Bids based upon anything other than the County's sole discretion as described herein.

3. The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
4. The County may conduct investigations deemed necessary to assist in evaluating Bids 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 Bids from any Applicant not passing evaluation.
5. The County will award the project at the County's Discretion.

Q. REQUIRED DOCUMENTS AFTER AWARD

1. Occupational Tax License - Applicant 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.
2. Certificate of Insurance - Contractor shall have insurance provider email a Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate needs to include an "additional insured" language for the County

R. CONTRACT TIME

The Work shall be completed within thirty (30) calendar days, unless otherwise noted.

S. DEFINITIONS:

1. Addendum: A change, addition, alteration, correction, or revision to a bid or contract document.
2. Bid Schedule/Form: The form in which the cost is submitted by a bidder for an invitation for bid.
3. Contractor: The party in a contract responsible for performing the service defined in the contract.
4. Invitation for Bid: All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.
5. Responsive Bidder: A person who has submitted a bid that conforms to all material respects to the invitation for bids.

6. Responsible Bidder: A person who has the capacity, in all respects, to perform the contract requirements fully and the moral and business integrity and reliability to assure good faith performance.
7. Qualified Vendor: One who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within these specifications.
8. General Contractor (contractor services unlimited as to type of work contracted for, undertaken to perform, bid or proposed upon or otherwise offered to perform, and performed as a contractor, except any work which falls under the licensing requirements of Chapter 14 of this title, which may not be performed by the general contractor unless he or she possess licensure to do such)
9. General Contractor Limited Tier (contractor services unlimited as to type of work contracted for, undertaken to perform, bid or proposed upon or otherwise offered to perform, and performed as a contractor, except any work which falls under the licensing requirements of Chapter 14 of this title, which may not be performed by the general contractor unless he or she possess licensure to do such). This license is limited to contract amounts of \$500,000 or less.
10. Certain Specialty Trades or work costing less than \$2,500 does not require the services of a state licensed contractor. Please review our website for information on specialty services.
 - i. Under O.C.G.A. § 43-41-17, specialty contractors who offer or contract to perform or undertake or perform for an owner limited, specialty, or specific trade contractor work do not have to hold a license as a residential or general contractor if they are performing work within their specialty.
 - ii. Anyone who is included on this list who is working for a licensed residential or general contractor under a valid permit is exempted from having to hold a residential and general contractor license of his or her own. However, such individual must ensure that he or she complies with any legal requirements (such as those found in Chapter 14 of Title 43) for his or her specialty trade.
<http://sos.ga.gov/admin/files/SpecialtyLTD.pdf>

T. SIGNATURE REQUIRED:

Each bidder shall furnish all information required by the bid form or document.
Each bidder shall sign the bid and print or type his or her name on the schedule.

The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids. A VALID BID OFFER MUST BE SIGNED.

U. EVALUATION AND AWARD CRITERIA:

1. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
2. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

V. PATENT INDEMNITY:

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

K. COMPLIANCE WITH LAWS AND ELIGIBILITY:

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

L. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

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

M. QUALITY:

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

N. GUARANTEE:

Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operations of County business.

O. 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.

P. RULE FOR AWARD:

Bid will be awarded to the responsive and responsible bidder with the lowest 'per unit' or "Lump Sum" price (which ever may apply).

Q. PRE-BID MEETING:

A Pre-Bid Meeting is scheduled for this ITB for Friday, April 3, 2015 at 2:00 PM EST at the Oconee County Civic Center, 2661 Hog Mountain Road, Watkinsville, GA 30677, to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bidding document. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is strongly encouraged.

R. 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.

S. 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.

T. PLEASE SEND ALL INVOICES TO:

THE OCONEE COUNTY BOARD OF COMMISSIONERS
FINANCE DEPARTMENT
P. O. BOX 1527
WATKINSVILLE, GA 30677

Proposals shall be mailed or delivered to:

THE OCONEE COUNTY BOARD OF COMMISSIONERS
FINANCE OFFICE-PURCHASING DIVISION
23 N. MAIN STREET
P. O. BOX 1527
WATKINSVILLE, GA 30677

END OF INSTRUCTIONS TO BIDDERS

Oconee County Board of Commissioners
Invitation for Bid#FY15-201503-02
FLOOR COVERINGS PROJECT
OCONEE COUNTY CIVIC CENTER

SECTION II – GENERAL TERMS AND CONDITIONS

A. CONTRACT AND CONTRACT DOCUMENTS

The Invitation for Bid and Bidder's response shall form part of the Purchase Order, and the provisions thereof shall be as binding upon the parties.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
2. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

C. CONTRACTOR'S TITLE TO MATERIALS

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

D. INSPECTION AND SUPERVISION

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

E. 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.

F. APPLICABLE LAWS/FORUM

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

G. NOTICES

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

TO CONTRACTOR

TBD

TO COUNTY:

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

H. PROCEDURES

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

I. 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.

J. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement; violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens. See: *Section I, Item "S"; Georgia Security and Immigration Compliance Act.*

K. WORKMANSHIP

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

L. CLEANING UP

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

M. 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.

N. INVOICING AND PAYMENT

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

Invoices shall be submitted to:

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

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

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

O. 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.

P. ASSIGNMENT OF CONTRACT

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

Q. CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved
- (b) An agreed lump sum
- (c) The actual cost of:
 - (1) Labor, including foremen;
 - (2) Materials entering permanently into the work;
 - (3) The Ownership or rental cost of construction, plant and equipment during the time of use on the extra work;
 - (4) Power and consumable supplies for the operation of power equipment;
 - (5) Insurance;
 - (6) Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

R. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the

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

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

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, \$200.00 for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

S. CORRECTION OF WORK

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

T. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

U. 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.

V. BID BONDS, PERFORMANCE AND PAYMENT BONDS

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

W. GENERAL INDEMNIFICATION

It is understood that in the event of contractor negligence, Oconee County is protected against third-party claims. The Contractor is required to provide legal counsel to protect the owner and pay all damages arising from its negligent act.

X. AGREEMENT

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

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

- b) “no parole evidence”- prohibits oral modifications to the contract or allowance for past practices by the County.
- c) Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

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

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN AGREEMENT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. *See Section I.K.4.vii.*

Those authorized to sign are as follows:

- a) If a sole proprietorship, the owner may sign.
- b) If a general partnership, any general partner may sign.
- c) If a limited partnership, a general partner must sign.
- d) If a limited liability company, a “member” may sign or a “manager” must sign if so specified by the articles or organization.
- e) If a regular corporation, the CEO, President or Vice-President must sign.
- f) Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid. This document is included in the bid package for your convenience.

END OF SECTION II

**Oconee County Board of Commissioners
Invitation for Bid#FY15-201503-02
FLOOR COVERINGS PROJECT
OCONEE COUNTY CIVIC CENTER
WORK SCOPE**

SECTION III – WORK SCOPE

A. SCOPE OF WORK

1. Replacement of all floor coverings in the Civic Center to include:
 - a. BANQUET ROOM –Replace with Carpet (Approx. 6560 SF)
 - b. KITCHEN-Replace with VCT (Approx. 600 SF)
 - c. THEATRE/FOYER (backstage hallway) –Replace with Carpet (Approx. 3000 SF)
 - d. OFFICES- Replace with Carpet (Approx. 300 SF)
2. SEE PRODUCT SPECIFICATIONS ON CARPET AND VCT
3. Work should include removal and disposal of present floor covering, all prep, installation and cleanup work. Cove base should also be provided and installed.
4. Oconee County’s “normal business hours” are defined as being: **8:00 AM to 5:00 PM**, Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered “outside normal business hours”. This work will have to take place during the period of June 15, 2015 through June 19, 2015 and June 22, 2015 through June 25, 2015.
5. The Work Scope, as may be modified by written addendum issued by the County, will be made part of this Agreement. Vendors/Contractors interested in obtaining a contract with Oconee County for providing FLOOR COVERINGS FOR THE OCONEE COUNTY CIVIC CENTER shall prepare a written bid to include, but not be limited to, the following terms and conditions:
 - a. Contractor shall provide a General Contractors License Number issued by the State of Georgia.
 - b. Contractor must be an established business with a minimum of five (5) years hands-on experience in General Contracting or Renovations.
 - c. Contractor shall provide three (3) references, preferably to do with renovation work.
 - d. Contractors shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder 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.

B. SAFETY MEASURES

Bidder 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 and all necessary safeguards for the protection of the workmen.

C. LICENSURE REQUIREMENTS

Bidder **MUST** hold a current General Contractors License issued by the State of Georgia. Proof of licensing: **Bidder shall submit proof of professional license and current certificate of insurance.** Contractors who do not hold an occupational tax license will be required to register their license within ten (10) days of award. There is not a requirement to hold an occupational tax license at time of submittal.

D. PRICING

1. Bidder must complete the Bidder's Cost Form.
2. Pricing shall remain as bid for 60 days
3. Billable work will begin at time Contractor or their employee(s) arrive on County job site. County will not pay for travel time to job site.

Oconee County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Oconee County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive contractor.

OCONEE COUNTY

DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION

PRODUCT SPECIFICATIONS-VCT

NOTE TO BIDDER: THESE PRODUCT SPECIFICATIONS WERE DEVELOPED FOR THE VCT PRESENTLY INSTALLED. IT IS OUR DESIRE TO HAVE THE SAME QUALITY VCT FOR THE CURRENT PROJECT. IF THE SPECIFICATIONS BELOW ARE OUTDATED, PLEASE SUBMIT A BID BASED ON A CURRENT EQUAL.

Standard EXCELON Imperial Texture

Physical Data:

Form(s):

Tile

12 in (305 mm) Wide x 12 in (305 mm)
Length

Gauges:

1/8 in (3.2 mm) overall (nominal)
3/32 in (2.4 mm) overall (nominal)

Reference Specs:

ASTM F 1066 Class 2 - through-pattern

Durability :

1/8 in (3.2 mm) - Very Good
3/32 in (2.4 mm) - Good

Fire Test Data :

ASTM E 648 Critical Radiant Flux Class I -
0.45 or more watts/cm²

Maintainability :

1/8 in (3.2 mm) - Good
3/32 in (2.4 mm) - Good

ASTM E 662 Smoke Developed 450 or less
Numerical flammability ratings alone may
not define the performance of the product
under actual fire conditions. These ratings
are provided only for use in the selection of
products to meet the specified limits.

Resilience :

1/8 in (3.2 mm) - Good
3/32 in (2.4 mm) - Good

Static Load Limit:

ASTM F 970 125 psi (8.8 kg/cm²)

END OF PRODUCT SPECIFICATIONS-VCT

**OCONEE COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION**

PRODUCT SPECIFICATIONS-CARPET

NOTE TO BIDDER: THESE PRODUCT SPECIFICATIONS WERE DEVELOPED FOR THE CARPET PRESENTLY INSTALLED. IT IS OUR DESIRE TO HAVE THE SAME QUALITY CARPET FOR THE CURRENT PROJECT. IF THE SPECIFICATIONS BELOW ARE OUTDATED, PLEASE SUBMIT A BID BASED ON A CURRENT EQUAL.

I. VCTT (vinyl cushion tufted textiles) Soft Surface Floor Coverings

- A. Provide one of the following products provided that they meet the specifications, 2.2 MATERIALS, herein.
1. C&A - Powerbond® RS®
 2. Mannington - Infinity™ Cushion Six-foot
 3. Interface – System 2m with Cushion

II. MATERIALS

- A. VCTT shall have been tested against and passed the CRI Green Label Plus for Indoor Air Quality, the State of Washington Protocol for Indoor Air Quality and the Collaborative for High Performance Schools (CHPS) Indoor Air Quality tests.
- B. Face Construction
1. Construction: NO LESS THAN 100 stitches per square inch
 2. Width: Six (6) feet
 3. Gauge: NO LESS THAN 12th Gauge
 4. Face Weight: NO MORE THAN 20 ounces
 5. Pile Height Ave. No GREATER THAN 0.156 inches
 6. Density: Not applicable to performance evaluation
 7. Fiber System: Invista Antron® premium nylon ONLY
 8. Dyeing Method: Solution or Yarn dyed
- C. Backing System
1. Primary Tufting Substrate: Synthetic Non-woven
 2. Sealant Coat (Pre-Coat): Sealant Vinyl
 3. Backing Type: Closed Cell Vinyl Cushion ONLY
 4. Backing Weight: 35.5 oz/sq yd
 5. Backing Density: 18.5 lbs/cu ft
 6. Backing Thickness: No Less Than 0.156 inch
 7. Backing Compression Set: Max 10%
 8. Backing Compression Deflection: Min 7 lbs at 25%
 9. Installation Adhesive System: Factory supplied or applied adhesive with no detectable VOC's. A cured Microencapsulated Tackifier applied to the back at the time of manufacture is preferred.
 10. Antimicrobial: No anti-microbial (pesticide) treatments applied in backing during manufacturing in compliance with The Healthy School Handbook an NEA Publication. AATCC-74 should not demonstrate a zone of inhibition when tested.

11. Moisture Barrier at Seams:

Moisture Penetration by Impact at
SEAMS @ 10 psi: No penetration
after 10,000 impacts**The British Spill
Test IS NOT an acceptable measurement
for moisture barrier.

III. ADDITIONAL NOTES

Additional details like border requirement, product color scheme, etc will be determined at the Pre-Bid Meeting. The successful bidder must schedule and complete this work during the 2nd and 3rd week of June.

END OF PRODUCT SPECIFICATIONS-CARPET

APPENDIX A

PROPOSAL DOCUMENT FORMS AND INSTRUCTIONS

- Bidders List Application:
 - + Vendor Application
 - + W-9
 - + Contractor's Affidavit (E-Verify)
 - + Sub-Contractor's Affidavit (E-Verify)

- Cost Schedule

- Bidder's Affidavit

- Non-Collusion Affidavit

- Statement of Qualifications

- List of Sub-Contractors

- Drug-Free Workplace Certificate

- Addenda Acknowledgement Form

**OCONEE COUNTY BOARD OF COMMISSIONERS
BIDDER'S LIST APPLICATION
PURCHASING OFFICE**

FOR GOVERNMENT USE ONLY
APPLICATION# _____
VENDOR# _____

1. Occupational Tax License # _____ (Include Photocopy of Occupational Tax License)

2. Application Type: _____ New _____ Revised Date: _____

3. Company Tax ID Number: _____

4. Firm Organization: _____ Sole Proprietor _____ Corporation _____ Non-Profit: _____ Partnership _____ Limited Liability

5. Applicant Bid Request & Purchase Order Address.

Include the address that Oconee County should use to send bid requests and purchase order information.

Company Name: _____
Main Address: _____
City, State & Zip: _____
Telephone Number: _____ Cell Phone: _____
Fax Number: _____ E-mail address: _____
Contact Person: _____ Title: _____

6. Applicant Remittance Address

Include the address that Oconee County should use to make payment for goods and services received from your company (if different than above)

Company Name: _____
Remittance: _____
City, State & Zip: _____
Telephone Number: _____ Cell Phone: _____
Fax Number: _____ E-mail address: _____
Contact Person: _____ Title: _____

7. Commodity Codes -- Choose applicable codes(s) attached that relate to your business (this is how your company will be cross-referenced in our database). For a complete list of codes, please visit the Georgia Procurement Registry website: [NIGP Code List](#)

Commodity Code _____ Commodity Description _____
Commodity Code _____ Commodity Description _____
Commodity Code _____ Commodity Description _____

8. Can County place orders on the Website? _____ Can County pay with Credit Card? _____

Website Address: _____ Website Email (if different from above) _____

9. Principal line of Business: Please attach your company's line and/or detailed description of services.

10. Other municipalities to whom your company submits bids? _____

11. Authorized Signature: _____

Printed Name: _____ Date/Time: _____

Mail application to:
Oconee County Finance Department
P.O. Box 1527
Watkinsville, GA 30677

Contact Information:
Karen T. Barnett, CPPB
706-769-2944
E-Mail application to: kbarnett@oconee.ga.us

Physical Address:
Oconee County BOC
23 N. Main St.
Watkinsville, GA 30677

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
 City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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 Part II instructions on page 3 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* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

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* on page 3 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

Name

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

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

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

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 Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requestor. 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 requestor 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 requestor.

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 items 1, 4, or 6 below indicate 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 the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 6 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 requestor, 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), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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 ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2653	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or person) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The 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, social security number (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 Publication 4635, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

¹List 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.

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

³You 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.

⁴List 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* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

COMMODITY CLASS LIST

Choose applicable code(s) attached that relate to your business (this is how your company will be cross-referenced in our database). For a complete list of codes, please visit the Georgia DOAS website: http://ssl.doas.state.ga.us/PRSapp/PR_public_routing.jsp?route_code=nigp_list.

- 005 ABRASIVES
- 010 ACOUSTICAL TILE, INSULATING MATERIALS, AND SUPPLIES
- 015 ADDRESSING, COPYING, MIMEOGRAPH, AND SPIRIT DUPLICATING MACHINE SUPPLIES:
CHEMICALS, INKS, PAPER, ETC.
- 019 AGRICULTURAL CROPS AND GRAINS INCLUDING FRUITS, MELONS, NUTS, AND VEGETABLES
- 020 AGRICULTURAL EQUIPMENT, IMPLEMENTS, AND ACCESSORIES (SEE CLASS 22 FOR PARTS)
- 022 AGRICULTURAL IMPLEMENT AND ACCESSORY PARTS
- 025 AIR COMPRESSORS AND ACCESSORIES
- 031 AIR CONDITIONING, HEATING, AND VENTILATING: EQUIPMENT, PARTS AND ACCESSORIES (SEE
RELATED ITEMS IN CLASS 740)
- 035 AIRCRAFT AND AIRPORT, EQUIPMENT, PARTS, AND SUPPLIES
- 037 AMUSEMENT, DECORATIONS, ENTERTAINMENT, TOYS, ETC.
- 040 ANIMALS, BIRDS, MARINE LIFE, POULTRY, INCLUDING ACCESSORY ITEMS (LIVE)
- 045 APPLIANCES AND EQUIPMENT, HOUSEHOLD TYPE
- 050 ART EQUIPMENT AND SUPPLIES
- 052 ART OBJECTS
- 055 AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRUCKS, ETC.
- 060 AUTOMOTIVE MAINTENANCE ITEMS AND REPAIR/REPLACEMENT PARTS
- 065 AUTOMOTIVE BODIES, ACCESSORIES, AND PARTS
- 070 AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQUIPMENT
- 075 AUTOMOTIVE SHOP EQUIPMENT AND SUPPLIES
- 080 BADGES, EMBLEMS, NAMETAGS AND PLATES, JEWELRY, ETC.
- 085 BAGS, BAGGING, TIES, AND EROSION CONTROL EQUIPMENT
- 090 BAKERY EQUIPMENT, COMMERCIAL
- 095 BARBER AND BEAUTY SHOP EQUIPMENT AND SUPPLIES
- 100 BARRELS, DRUMS, KEGS, AND CONTAINERS
- 105 BEARING (EXCEPT WHEEL BEARINGS AND SEALS -- SEE CLASS 060)
- 110 BELTS AND BELTING: CONVEYOR, ELEVATOR, POWER TRANSMISSION,
AND V-BELTS
- 115 BIOCHEMICALS, RESEARCH
- 120 BOATS, MOTORS, AND MARINE AND WILDLIFE SUPPLIES
- 125 BOOKBINDING SUPPLIES
- 135 BRICKS AND OTHER CLAY PRODUCTS, REFRACTORY MATERIALS, AND STONE PRODUCTS
- 140 BROOM, BRUSH, AND MOP MANUFACTURING MACHINERY AND SUPPLIES
- 145 BURSHES (NOT OTHERWISE CLASSIFIED)
- 150 BUILDER'S SUPPLIES
- 155 BUILDING AND STRUCTURES: FABRICATED AND PREFABRICATED
- 160 BUTCHER SHOP AND MEAT PROCESSING EQUIPMENT
- 165 CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL
- 175 CHEMICAL LABORATORY EQUIPMENT AND SUPPLIES
- 180 CHEMICAL RAW MATERIALS (IN LARGE QUANTITIES PRIMARILY FOR MANUFACTURING
JANITORIAL AND LAUNDRY PRODUCTS)
- 190 CHEMICALS AND SOLVENTS, COMMERCIAL (IN BULK)
- 192 CLEANING COMPOSITIONS, DETERGENTS, SOLVENTS, AND STRIPPERS - PREPACKAGED
- 193 CLINICAL LABORATORY REAGENTS AND TESTS (BLOOD GROUPING, DIAGNOSTIC, DRUG
MONITORING, ETC.)
- 195 CLOCKS, TIMERS, WATCHES, AND JEWELERS' AND WATCHMAKERS' TOOLS AND EQUIPMENT
- 200 CLOTHING, ATHLETIC, CASUAL, DRESS, UNIFORM, WEATHER RELATED, WORK

201 CLOTHING ACCESSORIES (SEE CLASS 800 FOR SHOES AND BOOTS)
204 COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS
206 COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAINFRAME COMPUTERS
207 COMPUTER ACCESSORIES AND SUPPLIES
208 COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED)
209 COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGRAMMED)
210 CONCRETE AND METAL CULVERTS, PILING, SEPTIC TANKS, ACCESSORIES AND SUPPLIES
220 CONTROLLING, INDICATING, MEASURING, MONITORING, AND RECORDING EQUIPMENT AND SUPPLIES
225 COOLERS, DRINKING WATER (WATER FOUNTAINS)
232 CRAFTS, GENERAL
233 CRAFTS, SPECIALIZED
240 CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS, UTENSILS, AND SUPPLIES
245 DAIRY EQUIPMENT AND SUPPLIES
250 DATA PROCESSING CARDS AND PAPER
255 DECALS AND STAMPS
260 DENTAL EQUIPMENT AND SUPPLIES
265 DRAPERIES, CURTAINS, AND UPHOLSTERY MATERIAL (INCLUDING AUTOMOBILE)
269 DRUGS AND PHARMACEUTICALS
271 DRUGS, PHARMACEUTICALS, AND SETS (FOR LARGE-VOLUME PARENTERAL ADMINISTRATION, INFUSION, IRRIGATION, AND TUBE FEEDING)
280 ELECTRICAL CABLES AND WIRES (NOT ELECTRONIC)
285 ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)
287 ELECTRONIC COMPONENTS, REPLACEMENT PARTS, AND ACCESSORIES: AND MISCELLANEOUS ELECTRONIC EQUIPMENT (NOT FOR TESTING OR ANALYZING-SEE 730)
290 ENERGY COLLECTING EQUIPMENT AND ACCESSORIES: SOLAR AND WIND
295 ELEVATORS AND ESCALATORS, BUILDING TYPE
305 ENGINEERING EQUIPMENT, SURVEYING EQUIPMENT, DRAWING INSTRUMENTS, AND SUPPLIES
310 ENVELOPES, PLAIN OR PRINTED
315 EPOXY BASED FORMULATIONS FOR ADHESIVES, COATING, AND RELATED AGENTS
318 FARE COLLECTION EQUIPMENT AND SUPPLIES
320 FASTENING, PACKAGING, STRAPPING, TYPING EQUIPMENT AND SUPPLIES
325 FEED, BEDDING, VITAMINS AND SUPPLEMENTS FOR ANIMALS (SEE CLASS 875 FOR DRUGS AND PHARMACEUTICALS FOR ANIMALS)
330 FENCING
335 FERTILIZERS AND SOIL CONDITIONERS
340 FIRE PROTECTION EQUIPMENT AND SUPPLIES
345 FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES (EXCEPT NUCLEAR AND WELDING)
350 FLAGS, FLAG POLES, BANNERS, AND ACCESSORIES
360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUIPMENT, AND SUPPLIES
365 FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES
370 FOOD PROCESSING AND CANNING EQUIPMENT AND SUPPLIES
375 FOODS: BAKERY PRODUCTS (FRESH)
380 FOODS: DAIRY PRODUCTS (FRESH)
385 FOODS: FROZEN
390 FOODS: PERISHABLE
393 FOODS: STAPLE GROCERY AND GROCER'S MISCELLANEOUS ITEMS
395 FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABELS, SNAP-OUT FORMS, AND FOLDERS FOR FORMS
400 FOUNDRY CASTINGS, EQUIPMENT, AND SUPPLIES
405 FUEL, OIL, GREASE AND LUBRICANTS
410 FURNITURE: HEALTHCARE AND HOSPITAL FACILITY
415 FURNITURE: LABORATORY
420 FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL

425 FURNITURE: OFFICE
 430 GASES, CONTAINERS, EQUIPMENT: LABORATORY, MEDICAL AND WELDING
 435 GERMICIDES, CLEANERS AND RELATED SANITATION PRODUCTS FOR HEALTHCARE PERSONNEL
 440 GLASS AND GLAZING SUPPLIES
 445 HAND TOOLS (POWERED AND NON-POWERED), ACCESSORIES AND SUPPLIES
 450 HARDWARE AND RELATED ITEMS
 460 HOSE, ACCESSORIES AND SUPPLIES: INDUSTRIAL, COMMERCIAL AND GARDEN
 465 HOSPITAL AND SURGICAL EQUIPMENT, INSTRUMENTS, AND SUPPLIES
 470 HOSPITAL HANDICAP AND RELATED SPECIALIZED EQUIPMENT AND SUPPLIES: MOBILITY, SPEECH IMPAIRED AND RESTRAINT ITEMS
 475 HOSPITAL, SURGICAL AND RELATED MEDICAL ACCESSORIES AND SUNDRY ITEMS
 485 JANITORIAL SUPPLIES
 490 LABORATORY EQUIPMENT AND ACCESSORIES (FOR GENERAL ANALYTICAL AND RESEARCH USE) NUCLEAR, OPTICAL AND PHYSICAL
 493 LABORATORY EQUIPMENT AND ACCESSORIES: BIOCHEMISTRY, CHEMISTRY, ENVIRONMENTAL SCIENCE, ETC.
 495 LABORATORY AND FIELD EQUIPMENT AND SUPPLIES: BIOLOGY, BOTANY, GEOLOGY, MICROBIOLOGY, ZOOLOGY, ETC.
 500 LAUNDRY AND DRY CLEANING EQUIPMENT, ACCESSORIES, PARTS AND SUPPLIES -- COMMERCIAL
 505 LAUNDRY AND DRY CLEANING COMPOUNDS AND SUPPLIES
 510 LAUNDRY TEXTILES AND SUPPLIES
 515 LAWN MAINTENANCE EQUIPMENT, ACCESSORIES, AND PARTS (NON-AGRICULTURAL APPLICATIONS)
 520 LEATHER AND RELATED EQUIPMENT, PRODUCTS, ACCESSORIES, AND SUPPLIES
 525 LIBRARY AND ARCHIVAL EQUIPMENT, MACHINES AND SUPPLIES
 530 LUGGAGE, BRIEF CASES, PURSES AND RELATED ITEMS
 540 LUMBER AND RELATED PRODUCTS
 545 MACHINERY AND HARDWARE, INDUSTRIAL
 550 MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES
 555 MARKIGN AND STENCILING DEVICES
 556 MASS TRANSPORTATION -- TRANSIT BUS
 557 MASS TRANSPORTATION -- TRANSIT BUS ACCESSORIES AND PARTS
 558 MASS TRANSPORTATION -- RAIL VEHICLES AND SYSTEMS
 559 MASS TRANSPORTATION -- RAIL VEHICLE PARTS AND ACCESSORIES
 560 MATERIAL HANDLING AND STORAGE EQUIPMENT AND ALLIED ITEMS
 565 MATTRESS MANUFACTURING MACHINERY AND SUPPLIES
 570 METALS: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING AND FABRICATED ITEMS
 575 MICORFICHE AND MICROFILM EQUIPMENT, ACCESSORIES AND SUPPLIES
 578 MISCELLANEOUS PRODUCTS
 580 MUSICAL INSTRUMENTS, ACCESSORIES AND SUPPLIES
 590 NOTIONS AND RELATED SEWING ACCESSORIES AND SUPPLIES
 595 NURSERY STOCK EQUIPMENT AND SUPPLIES
 600 OFFICE MACHINES, EQUIPMENT AND ACCESSORIES
 605 OFFICE MECHANICAL AIDS, SMALL MACHINES AND APPARATUSES
 610 OFFICE SUPPLIES: CARBON PAPER AND ROBBONS -- ALL TYPES
 615 OFFICE SUPPLIES : GENERAL
 620 OFFICE SUPPLEIS: ERASERS, INKS, LEADS, PENS, PENCILS, ETC.
 625 OPTICAL EQUIPMENT, ACCESSORIES AND SUPPLIES
 630 PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER AND RELATED PRODUCTS
 635 PAINTING EQUIPMENT AND ACCESSORIES
 640 PAPER AND PLASTIC PRODUCTS, DISPOSAL
 645 PAPER (FOR OFFICE AND PRINT SHOP USE)

- 650 PARK, PLAYGROUND, RECREATIONAL AREA AND SWIMMING POOL EQUIPEMNT
- 652 PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES
- 655 PHOTOGRAPHIC EQUIPMENT AND SUPPLIES (NOT INCLUDING GRAPHIC ARTS, MICROFILM AND X-RAY)
- 658 PIPE AND TUBING
- 659 PIPE AND TUBING FITTINGS
- 660 PIPES, TOBACCOS, SMOKING ACCESSORIES; ALCOHOLIC BEVERAGES
- 665 PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING AND MOLDING EQUIPMENT, ACCESSORIES AND SUPPLIES
- 670 PLUMBING EQUIPMENT, FIXTURES AND SUPPLIES
- 675 POISONS: AGRICULTURAL AND INDUSTRIAL
- 680 POLICE EQUIPMENT AND SUPPLIES
- 685 POULTRY EQUIPMENT AND SUPPLIES
- 690 POWER GENERATION EQUIPMENT, ACCESSORIES AND SUPPLIES
- 691 POWER TRANSMISSION EQUIPMENT - ELECTRICAL, MECHANICAL, AIR AND HYDRAULIC
- 700 PRINTING PLANT EQUIPMENT AND SUPPLIES (EXCEPT PAPERS)
- 710 PROSTHETIC DEVICES, HEARING AIDS, AUDITORY TESTING EQUIPMENT, ELECTRONIC READING DEVICES, ETC.
- 715 PUBLICATIONS AND AUDIOVISUAL MATERIALS (PREPARED MATERIALS ONLY, NOT EQUIPMENT, SUPPLIES OR PRODUCTION, SEE CLASS 785 FOR INSTRUCTIONAL AIDS)
- 720 PUMPING EQUIPMENT AND ACCESSORIES
- 725 RADIO COMMUNICATION, TELEPHONE AND TELECOMMUNICATION EQUIPMENT, ACCESSORIES AND SUPPLIES
- 730 RADIO COMMUNICATION AND TELECOMMUNICATION TESTING, MEASURING AND ANALYZING EQUIPMENT, ACCESSORIES AND SUPPLIES
- 735 RAGS, SHOP TOWELS AND WIPING CLOTHS
- 740 REFRIGERATION EQUIPMENT AND ACCESSORIES
- 745 ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)
- 750 ROAD AND HIGHWAY BUILDING MATERIALS (NOT ASPHALTIC)
- 755 ROAD AND HIGHWAY EQUIPMENT AND PARTS: ASPHALT AND CONCRETE HANDLING AND PROCESSING
- 760 ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING PACKING, ETC.
- 765 ROAD AND HIGHWAY EQUIPMENT (EXCEPT ASPHALT, CONCRETE AND EARTH HANDLING EQUIPMENT IN CLASSES 755 AND 760)
- 770 ROOFING
- 775 SALT (SODIUM CHLORIDE) (SEE CLASS 393 FOR TABLE SALT)
- 780 SCALES AND WEIGHING APPARATUS (SEE 175-08 FOR LABORATORY BALANCES)
- 785 SCHOOL EQUIPMENT AND SUPPLIES
- 790 SEED, SOD, SOIL AND INOCULANTS
- 795 SEWING ROOM AND TEXTILE MACHINERY AND ACCESSORIES
- 800 SHOES AND BOOTS
- 801 SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT AND RELATED SUPPLIES
- 803 SOUND SYSTEMS, COMPONENTS AND ACCESSORIES: GROUP INTERCOM, MUSIC, PUBLIC ADDRESS, ETC.
- 805 SPORTING GOODS, ATHLETIC EQUIPMENT AND ATHLETIC FACILITY EQUIPMENT
- 810 SPRAYING EQUIPMENT (EXCEPT HOUSEHOLD, NURSERY PLANT AND PAINT)
- 815 STEAM AND HOT WATER FITTINGS, ACCESSORIES AND SUPPLIES
- 820 STEAM AND HOT WATER BOILERS AND STEAM HEATING EQUIPMENT
- 825 STOCKMAN EQUIPMENT AND SUPPLIES
- 830 TANKS (METAL, WOOD AND SYNTHETIC MATERIALS): MOBILE, PORTABLE STATIONARY AND UNDERGROUND TYPES
- 832 TAPE (NOT DATA PROCESSING, MEASURING, OPTICAL, SEWING, SOUND OR VIDEO)
- 840 TELEVISION EQUIPMENT AND ACCESSORIES
- 845 TESTING APPARATUS AND INSTRUMENTS (NOT FOR ELECTRICAL OR ELECTRONIC MEASUREMENTS)

- 850 TEXTILES, FIBERS, HOUSEHOLD LINENS AND PIECE GOODS
- 855 THEATRICAL EQUIPMENT AND SUPPLIES
- 860 TICKETS, COUPON BOOKS, SALES BOOKS, STRIP BOOKS, ETC.
- 863 TIRES AND TUBES
- 864 TRAIN CONTROLS, ELECTRONICS
- 865 TWINE
- 870 VENETIAN BLINDS, AWNINGS AND SHADES
- 875 VETERINARY EQUIPMENT AND SUPPLIES (SEE CLASS 325 FOR VITAMINS AND SUPPLEMENTS FOR ANIMALS)
- 880 VISUAL EDUCATION EQUIPMENT AND SUPPLIES (EXCEPT PROJECTION LAMPS – SEE CLASS 285)
- 883 VOICE RESPONSE SYSTEMS
- 885 WATER AND WASTEWATER TREATING CHEMICALS
- 890 WATER SUPPLY, GROUNDWATER, SEWAGE TREATMENT AND RELATED EQUIPMENT (NOT FOR AIR CONDITIONING, STEAM BOILER OR LABORATORY REAGENT WATER)
- 895 WELDING EQUIPMENT AND SUPPLIES
- 898 X-RAY AND OTHER RADIOLOGICAL EQUIPMENT AND SUPPLIES (MEDICAL)
- 905 AIRCRAFT OPERATIONS SERVICES
- 906 ARCHITECTURAL SERVICES, PROFESSIONAL
- 907 ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL
- 908 BOOKBINDING, REBINDING AND REPAIRING
- 909 BUILDING CONSTRUCTION SERVICES, NEW
- 910 BUILDING MAINTENANCE AND REPAIR SERVICES
- 912 CONSTRUCTION SERVICES, GENERAL
- 913 CONSTRUCTION SERVICES, HEAVY
- 914 CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)
- 915 COMMUNICATIONS AND MEDIA RELATED SERVICES
- 918 CONSULTING SERVICES
- 920 DATA PROCESSING SERVICES AND SOFTWARE
- 924 EDUCATIONAL SERVICES
- 925 ENGINEERING SERVICES, PROFESSIONAL
- 926 ENVIRONMENTAL AND ECOLOGICAL SERVICES
- 928 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES FOR AUTOMOBILES, TRUCKS, TRAILERS, TRANSIT BUSES AND OTHER VEHICLES
- 929 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – AGRICULTURAL, HEAVY INDUSTRIAL EQUIPMENT AND MARINE EQUIPMENT
- 931 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – APPLIANCE, ATHLETIC, CAFETERIA, FURNITURE, MUSICAL INSTRUMENTS AND SEWING EQUIPMENT
- 934 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – LAUNDRY, LAWN, PAINTING, PLUMBING AND SPRAYING EQUIPMENT
- 936 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – GENERAL EQUIPMENT
- 938 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – HOSPITAL, LABORATORY AND TESTING EQUIPMENT
- 939 EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – OFFICE, PHOTOGRAPHIC AND RADIO/TELEVISION EQUIPMENT
- 940 EQUIPMENT MAINTENANCE, REPAIR CONSTRUCTION AND RELATED SERVICES – RAILROAD
- 941 EQUIPMENT MAINTENANCE, RECONDITIONING, REPAIR AND RELATED SERVICES – POWER GENERATION
- 945 FISHING, HUNTING, TRAPPING, GAME PROPAGATION AND RELATED SERVICES
- 946 FINANCIAL SERVICES
- 947 FORESTRY SERVICES
- 948 HEALTH RELATED SERVICES (FOR HUMAN SERVICES SEE CLASS 952)
- 952 HUMAN SERVICES
- 953 INSURANCE, ALL TYPES
- 954 LAUNDRY AND DRY CLEANING SERVICES
- 956 LIBRARY SERVICES (SEE CLASS 908 FOR BOOKBINDING, REBINDING AND REPAIRING)

- 958 MANAGEMENT SERVICES
- 959 MARINE CONSTRUCTION SERVICES; MARINE EQUIPMENT MAINTENANCE AND REPAIR;
RELATED MARINE SERVICES
- 961 MISCELLANEOUS PROFESSIONAL SERVICES
- 962 MISCELLANEOUS SERVICES
- 965 PRINTING PREPARATIONS: ETCHING, PHOTOENGRAVING AND PREPARATION OF MATS,
NEGATIVES AND PLATES
- 966 PRINTING AND RELATED SERVICES
- 968 PUBLIC WORKS AND RELATED SERVICES
- 971 REAL PROPERTY RENTAL OR LEASE
- 975 RENTAL OR LEASE SERVICES OF EQUIPMENT - AGRICULTURAL, AIRCRAFT, AUTOMOTIVE,
HEAVY EQUIPMENT AND MARINE EQUIPMENT
- 977 RENTAL OR LEASE SERVICES OF EQUIPMENT - APPLIANCES, CAFETERIA, FILM, FURNITURE,
HARDWARE, MUSICAL, SEWING AND WINDOW AND FLOOR COVERINGS
- 979 RENTAL OR LEASE SERVICES OF EQUIPMENT - ENGINEERING, HOSPITAL, LABORATORY,
PRECISION INSTRUMENTS, REFRIGERATION, SCALES AND TESTING EQUIPMENT
- 981 RENTAL OR LEASE OF EQUIPMENT - GENERAL EQUIPMENT
- 983 RENTAL OR LEASE SERVICES OF EQUIPMENT - CLOTHING, JANITORIAL, LAUNDRY, LAWN,
PAINTING, SPRAYING AND TEXTILE EQUIPMENT
- 984 RENTAL OR LEASE SERVICES OF COMPUTERS, DATA PROCESSING AND WORD PROCESSING
EQUIPMENT
- 985 RENTAL OR LEASE SERVICES OF EQUIPMENT - OFFICE, PHOTOGRAPHIC, PRINTING,
RADIO/TELEVISION/TELEPHONE EQUIPMENT
- 988 ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
- 989 SAMPLING AND SAMPLE PREPARATION SERVICES (FOR TESTING)
- 990 SECURITY, FIRE, SAFETY AND EMERGENCY SERVICES
- 992 TESTING AND CALIBRATION SERVICES
- 998 SALE OF SURPLUS & OBSOLETE ITEMS

What Your Business Needs to Know about Georgia's E-Verify Requirements (Effective July 1, 2013)

E-Verify Contractor Requirements

Georgia law, O.C.G.A. § 13-10-91, requires all businesses that contract with a public employer for labor or services by bid or by contract in which the labor or services exceed \$2499.99 to sign an affidavit attesting that they are registered for and use E-Verify unless 1) the contractor has no employees (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the Attorney General's website) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found here.

E-Verify Private Employer Requirements

Georgia law, O.C.G.A. § 36-60-6, requires all businesses, with more than 10 employees that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with 10 or fewer employees are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found here.

What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security Immigration databases.

Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

How Do I Register for E-Verify? To register for E-Verify, please visit the DHS website. If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at http://www.dhs.gov/e-verify.

GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Oconee County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- 1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and
- 2) The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract.

Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Oconee County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVITS ON FOLLOWING PAGE

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Oconee County Board of Commissioners

Name of Public Employer

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Name of Contractor) on behalf of 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 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

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:

**OCONEE COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION**

**BID RESPONSE FORM/COST SCHEDULE
BID CONTROL NUMBER ITB#FY15-201503-02
Floor Coverings Project-Oconee County Civic Center**

Please use this Bid Response Form to indicate the cost for this project. Your total cost must include **ALL** fees, travel, and any other costs needed to complete the project. Also, please include a detailed breakdown for all costs.

I certify that the proposed costs(s) are accurate and reflect any applicable discounts, and that the company, which I represent, will deliver the services and related items for this proposed amount.

By submission of this response, I also certify that the RESPONDENT has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception.

We have included all required documents required per the Bidder's Instructions and Specifications.

The Respondent has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this response and any attachments, if required.

DO YOU HAVE A BUSINESS LICENSE IN THE STATE OF GEORGIA? _____

LICENSED BY WHAT CITY/COUNTY? _____

BUSINESS LICENSE# _____ **FEDERAL TAX ID#** _____

INDICATE LEGAL FORM OF BIDDER:

Corporation _____ **Partnership** _____ **Individual** _____ **Other (specify)** _____

Do you plan to subcontract any portion of this project? Yes _____ No _____

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY OCONEE COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS:

Lump Sum Price\$ _____

WRITTEN PRICE _____

(Contractor/Bidder, Title)

(Address)

By: _____
(Signature/ Date)

(City, State, Zip)

(Email)

(Phone/Fax)

Authority to Bind Firm in Agreement (Bidder's Affidavit)

(This Bidders Affidavit is part of the ITB Documents)

ITB OPENING DATE/TIME: **April 16, 2015; 2:00 p.m.**

PROJECT NAME: **ITB#FY15-201503-02 Floor Coverings Project-Oconee County Civic Center**

STATE OF GEORGIA

OCONEE COUNTY BOARD OF COMMISSIONERS

(Name Printed)

being duly sworn, deposes and says that he/she resides at:

(Address)

and that he/she is the:

(Title)

(Firm Name & Address)

who signed the above Bid Form, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Affiant Signature)

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

(Notary Public)

My Commission expires _____, 20____

(SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

**OCONEE COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION**

ITB#FY15-201503-02 Floor Coverings Project-Oconee County Civic Center

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same materials, equipment and/or service, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder.

He or she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Oconee County Board of Commissioners or any person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Bidder: _____

By: _____

Name (Printed): _____

Title: _____

Date: _____

In the STATE OF _____ COUNTY OF _____,

I _____, being first duly sworn, depose and say that he/she is
(Notary's name)

_____ of _____, who has
(Bidder's name) (Bidder's firm)

submitted the attached bid.

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

NOTARY PUBLIC: _____ Commission Expires: _____

Statement of Qualifications

1. Company Information: _____
Name: _____
Years in Business: _____ Contractor's License No: _____
Contact Person: _____ Title: _____
Phone: _____ Fax: _____
E-mail Address: _____

2. List 5 recent projects of similar complexity completed in the last two years, including owner, contract amount, scope, and reference/contact/phone number:

3. List Equipment/Man Power available to complete the work: _____

4. List any Sub-contractors that may be utilized on this project and the specific tasks to be performed: _____

5. List any other relevant data or information that would be beneficial to Oconee County in the evaluation of this bid: _____

Subcontractors

Please list any subcontractors that you will be working with during the course of this contract:

THIS FORM MUST BE RETURNED WITH YOUR BID.

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

**OCONEE COUNTY BOARD OF COMMISSIONERS
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: _____



ITB #FY15-201503-02

**Floor Coverings Project – Oconee County Civic Center
Addenda Acknowledgement**

The Bidder has examined and carefully studied the Invitation for 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 PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

APPENDIX B

INSURANCE REQUIREMENTS

The CONTRACTOR shall take out and maintain during the life of this Contract the various types and amount of insurance as required to protect the Public, the CONTRACTOR, the OWNER, officials and representatives of OWNER, representatives of all utility companies, state or federal department representatives, and any SUBCONTRACTOR performing work covered by this Contract from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any SUBCONTRACTOR or anyone directly employed by either of them.

Without restricting the obligations and liabilities assumed under the CONTRACT DOCUMENTS, the CONTRACTOR shall, at his own expense, purchase and maintain in force until final acceptance of his work, the below listed forms of insurance coverage:

Certificates in quadruplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with OWNER before operations begin. **Such certificates shall not merely name the types of policy provided, but shall contain a separate express statement of compliance with each of the requirements as set forth in this Section.**

All policies as hereinafter required shall be so written that the OWNER will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment.

Item A - Worker's Compensation and Employer's Liability Insurance as required or specified by Georgia State Law except that the policy must include employee's liability with a minimum limit of \$100,000 each accident, \$100,000 disease each employee with a \$500,000 disease policy limit.

This Contract shall be null and of no effect unless the CONTRACTOR shall, before entering upon the performance thereof, secure Worker's Compensation Insurance for the benefit of and keep insured, during the life of said Contract, all employees engaged thereon who are required to be insured by the laws of the State of Georgia. In case the CONTRACTOR shall subcontract any portion of the WORK, he shall require that all employees of the SUBCONTRACTOR are properly covered by such Worker's Compensation Insurance.

Item B - Comprehensive General Liability Insurance coverage shall include the following:

- 1) Property damage to existing structures and equipment;
- 2) Direction Operations (including coverage for underground, explosion and collapse hazards)
- 3) Independent Contractors
- 4) Completed Operations/Products (To be maintained for a period of at least twelve (12) months from the date of Substantial Completion)
- 5) Contractual Liability (Blanket or specific coverage for the indemnification agreement as set forth in the General Conditions)
- 6) Personal Injury Liability Coverage
- 7) Broad Form Property Damage Coverage
- 8) Care, Custody and Control Coverage
- 9) Broad Form Blanket Contractual Liability

Comprehensive General Liability Insurance shall have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injuries liability and property damage liability. The original policies for OWNER's Protection Liability Insurance shall be delivered to the OWNER prior to the start of construction.

Item C - OWNER's Protection Liability Insurance in the name of OWNER including the interest of the Consulting Engineers, Georgia D.O.T. and other agencies and utilities as additional insured.

- 1) This policy shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability and shall include owned vehicles, hired and non-owned vehicles. Underlying coverage must equal \$1,000,000. Excess umbrella coverage must equal \$1,000,000.

Item D - Builder's Risk and Installation Floater

- 1) Builder's Risk

This insurance shall be written in completed value form and shall protect the CONTRACTOR, the OWNER and Owner's representatives against risk of damage to building, structures, and materials and equipment, excluding excavation, paving and related work, not otherwise covered under Installation Floater Insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurance value of the WORK at completion less the value of materials and equipment insured under Installation Floater Insurance.

Equipment such as pumps, heat exchangers, compressors, tanks, motors, switchgear, transformers, panel boards, control equipment, and other similar equipment shall be insured under Installation Floater Insurance when the aggregate value of this equipment exceeds \$10,000.

Builder's Risk Insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear.

- 2) Installation Floater

This insurance shall protect the CONTRACTOR, the OWNER and their respective officials and representatives from all insurable risks to physical loss or damage to materials and equipment not otherwise covered under Builder's Risk Insurance, while in warehouse or storage areas, during installation, during testing, and after WORK is completed. It shall be of the "all risks" type with coverage designed for the circumstances which may occur in the particular work included in this Contract. The coverage shall be for an amount not less than the value of the WORK at completion, less the value of the materials and equipment insured under Builder's Risk Insurance.

Installation Floater Insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER as their interests may appear.

If the aggregate value of the equipment furnished under the Contract is less than \$10,000, such equipment may be covered under Builder's Risk Insurance and if so covered, this Installation Floater may be omitted.

Certificates of Insurance covering Installation Floater Insurance shall quote the insuring agreement and all exclusions as they appear in the policy, or in lieu of certificate, copies of the complete policy may be submitted.

Item E - Insurance Required by Others - Such Protective and Contractual Bodily Injury Liability Insurance and such Protective and Contractual Property Damage Liability Insurance as shall be required by any public bodies or utility companies whose property, facilities, or rights-of-way may be affected by the WORK under this Contract.

If any part of the WORK is sublet, insurance of the same types and limits as required by Items A, B, C, D, and E shall be provided by or on behalf of the SUBCONTRACTOR(s) to cover that part of the WORK they have contracted to perform.