



Oconee County Board of Commissioners Request for Proposal Number 20-08-004

OVP Community Center Roof Improvements Project

ISSUE DATE: August 30, 2019

PRE-SUBMITTAL MEETING: 2:00 PM, Thursday, September 12, 2019 "Local Time"

QUESTIONS DEADLINE: 5:00 PM, Friday, September 20, 2019 "Local Time"

SUBMITTAL DEADLINE: Prior to 2:00 PM, Monday September 30, 2019 "Local Time"

ACCEPTANCE PLACE: Oconee County Board of Commissioners
Finance Department - Procurement
23 N. Main Street, Suite 203
Watkinsville, Georgia 30677

Please submit one (1) unbound original, three (3) copies, and one (1) electronic file of your firm's Cost and Technical Proposal. All prospective Respondents who are qualified Contractors are invited to submit a proposal.

OPENING PLACE AND TIME: Oconee County Board of Commissioners
Commission Chambers
23 N. Main Street, Suite 205
Watkinsville, Georgia 30677

10:00:00 A.M.

INFORMATION REQUESTS: Karen T. Barnett, CPPB
Purchasing Officer
(706) 769-2944
E-mail address: kbarnett@oconee.ga.us

Documents can be downloaded from our web site: [https:// OconeeCounty.com/Proposals](https://OconeeCounty.com/Proposals) or the Georgia Procurement Registry.

OVP Community Center Roof Improvements Project

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August 30, 2019
Oconee County Board of Commissioners
Request for Proposal (RFP) #20-08-004
OVP Community Center Roof Improvements Project

The Oconee County Board of Commissioners is requesting sealed proposals, to be delivered to the Oconee County Finance Department – Purchasing Division, 23 N. Main Street, Watkinsville, Georgia, 30677 prior to 2:00 PM EST on September 30, 2019. In Suite 205, at the time, date and address noted above, the sealed proposals will be publicly opened and read aloud. Proposals received after this time will not be accepted.

Contractor is responsible for making improvements and repairs to the Oconee Veterans Park Community Center located at 3500A Hog Mountain Road, Watkinsville, GA. This facility, which was constructed in 2009, now requires a contractor to prevent water infiltration from multiple areas. Based on an engineering roof assessment conducted in July, 2018, water infiltration is primarily occurring between the two roof systems and walls into the ground. Contractors must be qualified and have extensive roofing experience. Preference to proposals based on location is not permitted.

Each sealed envelope containing a proposal must be plainly marked on the outside as “SEALED BID ENCLOSED: OVP Community Center Roof Improvements Project” and should include the Respondent’s name, address, license number, and E-Verify affidavit. Pursuant to Georgia law, no proposals will be considered without an executed E-Verify affidavit. The successful proposal will be required to pay sales and use tax on materials purchased or used on this project. Payment terms are net thirty (30) days with a 10% retainage.

Proposal forms, plans, and specifications are available to view at the Purchasing Office or may be obtained from the county’s website, at no charge, under “Bid Opportunities.” **A Pre-Submittal meeting is September 12, 2019 at 2:00 PM EST at the Hog Mountain address. The deadline for questions regarding this proposal is September 20, 2019 at 5:00 PM EST.**

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

The successful Respondent will be required to furnish the owner with a Certificate of Insurance, including Workman's Compensation insurance. The consent of surety shall state that upon award of the agreement, a performance and payment bond for one hundred percent (100%) of the total agreement amount can be furnished.

*Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Georgia.

Oconee County reserves the right to accept or reject all proposals or any proposal that is non-responsive or not responsible; to waive technicalities; and to issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

OVP Community Center Roof Improvements Project

1.0 INTRODUCTION

The Oconee County Board of Commissioners is soliciting proposals from qualified contractors who can complete the renovations necessary for the OVP Community Center Roof Improvements Project.

2.0 PRE-SUBMITTAL MEETING

A pre-submittal meeting will be held at 2:00 p.m. on Thursday, September 12, 2019 at the Oconee Veterans Park Community Center, 3500A Hog Mountain Road, Watkinsville, GA 30677. All interested parties are encouraged to attend. The purpose of this meeting is to allow potential respondents an opportunity to present questions to staff and obtain clarification of the requirements of the solicitation document. Because Oconee County considers such a meeting to be critical to understanding the RFP requirements, attendance at the pre-submittal meeting is strongly encouraged.

3.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Respondent's responsibility to advise the Purchasing Officer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Officer must receive such notification no later than five (5) days prior to the date set for proposals to close.

4.0 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person in writing at the following address: Oconee County Purchasing Office, Finance Department, 23 North Main Street, Suite 203, Watkinsville, GA 30677. A written addendum, if necessary, will be available on the Oconee County Website under "Proposal Opportunities" and with the Georgia Procurement Registry.

5.0 TIMELINE

Oconee County intends to finalize the vendor selection process according to the following schedule. Any changes in this schedule will be at the sole discretion of Oconee County.

August 30, 2019
September 12, 2019

RFP available and advertised
Pre-submittal Meeting

September 20, 2019
September 30, 2019
Sept. 30-Oct 18

Questions Deadline
Proposals due
Proposals evaluated/negotiation with selected firm (dates are not firm)
Approval and Award
Notice of Award Letter and Purchase Order issued

TBD
TBD

6.0 SELECTION

Oconee County is using a competitive negotiation process to award a contract to the successful proposer. Although cost is a significant criteria for selection, the County will be awarding based upon a number of criteria evaluated based upon the proposal.

7.0 RFP OBJECTIVE

The objective of this RFP is to obtain proposals from qualified contractors who can complete the renovations necessary to eliminate water intrusion from the entire building envelope as outlined in Section 7.0.

8.0 PROJECT OVERVIEW

Oconee County Parks and Recreation Department is accepting sealed bids from qualified vendors for making repairs to the existing building to prevent water infiltration into the building from multiple areas. Based on an engineering roof assessment conducted, water infiltration is primarily occurring between the two roof systems and walls into the ground. The Community Center building construction was completed in 2009. The building is located at Oconee Veterans Park, 3500A Hog Mountain Road, Watkinsville, GA.

A. Scope Of Work

Facility personnel reported several leaks in Roof Areas A1 and B1. At the Gym (A1), staff marked several locations around the building edge where leaks were observed using tape, and paint has peeled from the bottom of the metal roof deck. At the Community Rooms (Area B1), one water stained ceiling tile was observed, and another area was marked as leaking along the upper wall where uncoated masonry was observed. *See Photograph Nos. 1 through 8.* No leaks were reported in Roof Areas A2 or B2, but staff stated that leak locations were constantly changing.

Based on existing drawings and historical imagery, the existing roof systems were constructed in 2009, and are approximately 9 years old. It is reported that several repairs have been completed in the past including roof and masonry repairs. Water intrusion through the foundation was also noted as an issue.

B. Roof Areas A1 And A2 – Main Roof And Atrium Areas:

Based on visual observations, the metal panel roofing at Roof Area A1 is in fair condition.

1. The roofing consists 24-inch-wide, 3-inch-high trapezoidal standing seam metal panels over metal roof deck. The slope is 1:12 at A1 and 6:12 at A2. See *Photograph No. 9*.
2. The metal roof panels are in fair condition; however, some isolated repairs, dented panels, deteriorated sealant and sealant over fasteners was observed. See *Photograph Nos. 10 through 14*.
3. Parapet walls are in poor condition. Repairs have been performed on the masonry; however, stress cracks are noticeable in the CMU and mortar joints cracking is widely present. See *Photograph Nos. 15 through 16*.
4. Metal flashings are in fair condition; however, several sealant repairs have been made at coping, ridge flashing, and rake flashing end joints. Coping is stained from ponding water. See *Photograph Nos. 17 through 22*.
5. Primary roof drainage is accomplished by external gutters that are in fair condition; however, there was one instance where insulation was visibly exposed at the roof edge, indicating insufficient construction and a path of water intrusion. See *Photograph Nos. 20 and 41*.
6. At some locations, fasteners securing panels at low eaves were loose and pre-molded plastic closures were displaced. See *Photograph Nos. 21 through 23, 30*.

C. Roof Area B1 And B2 – Community Offices and Staff Offices:

Based on visual observations, the existing modified bituminous roofing at Roof Area B1 is in fair condition.

1. The roofing consists of a modified bituminous roofing over a metal roof deck. The system is generally in fair condition. See *Photograph Nos. 24 and 25*.
2. Membrane base flashings are in good condition and are well-adhered; however, there are isolated areas of racked flashing due to differential building movements. See *Photograph Nos. 28*.
3. Roof drainage is accomplished by roof drains and overflow scuppers that are in good condition. Downspouts from upper roofs discharge onto splash blocks at lower roofs. Rust staining on cap sheet from roof drain strainers. See *Photograph Nos. 29, 30, and 37*.
4. The walls above the roof area are in poor condition. Efflorescence stains and sealant repairs are noticeable throughout the cladding. A section of uncoated CMU was observed. See *Photograph Nos. 31 through 34*

5. The rooftop units are in good condition but is missing a PVC drain line, which is staining the roof. Near the drain, a single roof blister was observed, where the upper membrane has pulled away from the substrate. See *Photograph Nos. 35 and 36*.
6. Metal coping is generally in good condition. See *Photograph No. 40*.

D. Exterior Walls:

Based on visual observations, the exterior metal wall panels are in good condition; however, the exterior masonry walls are in poor condition.

1. Window flashings are in poor condition. Sealant is deteriorated in several locations and mildew stains are widely present. See *Photograph Nos. 42 through 44*.
2. Masonry waterproofing and sealant is in poor condition. Mildew stains and efflorescence are widely present. Sealant at columns is cracked and inconsistent in construction detail. See *Photograph Nos. 45 through 50*.
3. Concentrated water discharge at the juncture of the Roof Area B1 parapet wall and Roof Area A1 metal wall panel is staining the masonry below. See *Photograph No. 38*.
4. The exterior walls below Roof Areas B are stained with mildew beneath the coping end joints. See *Photograph Nos. 26, 27, 45, and 46*.
5. There are isolated areas of unbonded mortar. See *Photograph No. 49*.

NOTE: The photos referenced in the Scope of Work are located in “Exhibit B” of the RFP documents.

9.0 SUBMITTAL OF PROPOSALS

Proposals are to be submitted following the guidelines listed in this RFP. Additional information, options, fee alternatives, and materials are welcome, but are to be submitted following the specifics listed in this RFP. Proposals become public record, so proposers should be careful when submitting proprietary information.

A. Examination Of Proposal Documents

Before submitting a Proposal, each Offeror shall:

1. Examine the Proposal Document Package thoroughly.
2. Become familiar with local conditions affecting cost of Work progress or performance.

3. Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or Work progress or performance.
4. Study and carefully correlate Respondent's observations with the Proposal Document Package.
5. Notify the County concerning conflicts, errors, or discrepancies in Proposal Document Package.
6. All proposals shall include a statement indicating that the submitter is authorized to offer this proposal by his/her company and may bind the company under contract if selected.

Each Respondent is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Respondents are reminded of Oconee County's "**No Contact during Procurement**" policy and shall only contact the person designated by the RFP.

B. Copies Of Proposal Documents

1. The complete RFP Document and all attachments and exhibits, shall be used in preparing submittals. The County assumes no responsibility for errors or misrepresentations resulting from using incomplete sets of Proposal Documents.
2. The County, in making RFP Documents available on the given terms, does so only to obtain Proposals on Work and does not confer license or grant for any other use.
3. Any part of the RFP Documents may be modified by Addenda.

C. Preparation of Proposal

1. Technical Proposal:

a. The Technical Proposal includes all items listed under section 10.0, with the exception of the COST PROPOSAL:

- 1) Letter of Interest
- 2) Understanding & Approach
- 3) Company Experience and Capacity
- 4) Project Team & Qualifications
- 5) Supporting Documentation

b. County Forms and Documents (Attachment "A")

In Attachment "A" of the RFP documents, a checklist of all County forms and documents is provided. Utilizing this Checklist will help ensure you have met Oconee County requirements. County forms must be used without substitution unless otherwise specified. If any of the forms do not apply to you, please mark "N/A" on the form and include it in the proposal.

Please include requested forms and documents as part of your **Technical Proposal submittal**:

- 1) **Cost Proposal**
- 2) Bid Bond
- 3) Addenda Acknowledgement Form
- 4) Respondent's Information Sheet
- 5) Execution of Proposal
- 6) Respondent's Certification and Non-Collusion Affidavit:
- 7) Drug-Free Workplace Certificate
- 8) **Georgia Security and Immigration Compliance Act Affidavit**
 - o **Contractor Affidavit***
- 9) SAVE Affidavit
- 10) List of Subcontractors
- 11) References Form
- 12) W-9
- 13) Current copy of Certificate of Insurance (form not provided)
- 14) All licenses, certificates, diplomas, verifiable documents and other requested documents per RFP requirements or qualifications.

2. Cost Proposal

Respondents are to submit in a separate, sealed envelope, the completed **Cost Proposal** provided in "Attachment A", Item #1 of the RFP Documents.

D. Submission of Proposal

1. **Please submit one (1) unbound original, three (3) copies and (1) complete proposal in electronic format, such as a thumb drive or CD.** Both the (sealed) Technical and Cost Proposals shall be submitted inside another envelope, which is sealed and marked on the outside with the project name, Respondent's name, date, and time of opening on face. If Proposal is sent through mail, or other delivery system, sealed envelope shall be enclosed in separate envelope with same notations as above on face.

Proposals will be received until **2:00 P.M., Monday, September 30, 2019** to the attention of Karen Barnett, CPPB, Purchasing Officer to the following address:

Oconee County Board of Commissioners
Purchasing Office, Suite 203
23 North Main Street
PO Box 1527
Watkinsville, GA 30677

706-769-2944

Contact information: Email- kbarnett@oconee.ga.us

NOTE: Emailed submittals will NOT be accepted.

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

E. Opening Of Proposals

Proposals will be publicly opened and names of submitting firms will be read at **2:00:00 P.M., Monday, September 30, 2019** at the Oconee County Courthouse, Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, Georgia 30677.

F. Proposals To Remain Open

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

10.0 SUBMISSION CONTENT

These areas of interest shall be ranked and scored by an evaluation panel whose purpose is to develop a well-researched recommendation for award.

Please respond to the following in your proposal. Please use the same order and titles to help facilitate scoring your proposal.

A. Letter of Interest*

A statement in the letter of interest shall specifically stipulate that the contractor accepts all terms and conditions contained in the RFP and sample contract. Suggestions for non-substantive modifications may be made, but the acceptance may not be conditioned upon such modifications.

The letter shall name the person(s) authorized to represent the Contractor in any negotiations and the name of the person(s) authorized to sign any contract, which may result.

The Letter of Interest must be signed by a representative of the Contractor firm who is authorized to bind the firm in contractual matters.

B. Technical Format

1. Understanding & Approach

This is the heart of the response and deals with the contractor's ability to clearly define the tasks and activities necessary to meet the objectives outlined in the project overview. This section should provide clear and concise understanding of the project and major issues, based on existing information.

2. Company Experience and Capacity

Provide prior demonstrated experience in accomplishing similar projects, give the number of years that the company has been in business, and provide a statement on the extent of any company expansion required to handle a new service. List other ongoing projects and resources available to perform the work. Address your firm’s project management capabilities.

3. Project Team & Qualifications

Provide information and qualifications of all those who will be involved in the delivery of service that include their experience in this area of service delivery, including sub-contractors. Indicate the level of involvement by principals of the company in the day-to-day operation of the contract. Provide licenses and/or certificates supporting qualifications.

C. Cost Proposal

Prepare a separate, sealed cost proposal. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart), if possible. Identify all non-labor costs and their estimated totals.

Respondent shall use attached “Cost Proposal” form, if included with RFP package. If not, Respondent may use their own form as part of the proposal submittal documents.

D. Supporting Documentation*

Supporting material must include references, and may include other pertinent information. References must include the contact person's name, agency, address, telephone number, their role in the project (e.g. project manager), name of the project and when the work was done.

Respondents should submit current copies any licenses or registrations required to do business in Oconee County and in the State of Georgia. A general contractor’s license may be required for this project. Please include photocopies of any licenses and certifications of staff expected to work on this job. List all past experience and references working with government municipalities and with private sector clients with respect to similar project work scope.

***Although the Letter of Interest and Supporting Documentation are not weighted in the evaluation, both are a very important part of your submittal and evaluation process.**

11.0 EVALUATION CRITERIA and SELECTION

The selection committee will evaluate and rank the Responses that best satisfy the Project requirements by applying the comparative evaluation criteria below.

Criteria/Description	Weighted Value
Letter of Interest	Pass/Fail

Understanding & Approach	25 pts
Company Experience and Capacity	25 pts
Project Team & Qualifications	25 pts
Cost Proposal	25 pts
Supporting Documentation	Pass/Fail

Chart 1-Evaluation Criteria

A. Evaluation Criteria & Selection

The selection committee will evaluate and rank the responsive Proposals by applying the weighted comparative evaluation criteria set forth in the criteria description using the information provided by the Contractor in previous sections

The Owner may request additional information from one or more Respondents in order to complete the evaluation process. At its option, the Owner may invite one or more Respondents to make a presentation or discuss their proposal. After the evaluation process is complete, the Owner will notify all Respondents. At its option, the Owner may select the top ranked Respondent for contract award or offer an opportunity to negotiate the final terms of the Contract. If the Owner determines that the top-ranked Respondent’s proposed final terms of the Contract are not advantageous to the Owner, the Owner may choose to select or negotiate with the next-ranked Respondent.

12.0 INSTRUCTIONS TO PROPOSERS

A. Procurement Process

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

B. Contract Definitions

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

1. **Addendum** – Revision to the RFP documents issued by the County prior to the receipt of proposals.
2. **Agreement** – refers to the executed contract between the County and Contracting Entity.
3. **County** – Oconee County Government and its authorized representatives.
4. **Contact Person** – Staff designated by the Oconee County Department of Finance to submit any questions and suggestions.

5. **Offeror/Respondent** – the entity of individual submitting a proposal in response to this RFP.
6. **Owner** – Oconee County Board of Commissioners
7. **Proposal** – the document submitted by the Offeror in response to this RFP.
8. **Proposer** – the entity or individual submitting a proposal in response to this RFP.
9. **Request for Proposal (RFP)** – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.
10. **Responsible Offeror** – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
11. **Responsive Offeror** – A person or entity that has submitted a proposal or proposal that conforms in all material respects to the requirements set forth in the invitation for proposals or request for proposals.
12. **Scope of Work/Project Overview** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.
13. **Subcontractor/sub-Contractor** – An individual, firm, corporation or any combination thereof, having a direct contract with Contractor/Contractor for the performance of a part of the work.

C. No Contact During Procurement Process

1. It is the policy of Oconee County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
2. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Administrator's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
3. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Officer.
4. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated

County representatives shall result in a written finding by the Purchasing Officer that the submitted proposal or proposal of the person, firm, or entity in violation is “non-responsive”, and it shall not be considered for award.

D. Covenant Against Contingent Fees

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

E. Prohibited Interest

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

F. Clarification & Addenda

1. Clarification

- a) Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests, which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. **The County will not respond to requests, oral or written, received after 5:00 P.M. on September 20, 2019**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.
- b) Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (Email Preferred) to:

**Oconee County Board of Commissioners
Attn: Ms. Karen Barnett
Finance Department**

**23 North Main Street, Suite 203
Watkinsville, GA 30677**

**Email: kbarnett@oconee.ga.us
Fax: 706-310-3574**

RE: RFP#20-08-004 OVP Community Center Roof Improvements Project

Telephone inquiries will not be accepted.

2. Addenda

- a) No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. The Proposers should consider only written responses issued by addendum to this RFP.
- b) During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Oconee County website, <https://oconeecounty.com/proposals> and on Georgia Procurement Registry site. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

G. Term Of Contract

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

1. Commencement Term

The contract will commence as of the date indicated in the Notice to Proceed (NTP) and will terminate as indicated in the contract. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

2. Term Subject to Events of Termination

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

3. Statutory Compliance Regarding Purchase Contracts

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

H. Vendor Registration And Proposal Notification System

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

To Register or check if you are registered

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

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

I. Subcontractors

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

J. Open Records

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

K. Insurance

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit A, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

Respondent shall include a copy of their current Certificate of Insurance that illustrates the level of coverage the Respondent carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County. At the time of award, a copy of the successful Proposer's Certificate of Insurance ("COI") must be provided to the County.

L. Bid Bond

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

The successful BIDDER will be required to furnish OWNER with Insurance, Workman's Compensation Insurance, and Performance and Payment Bonds* in the amount of one-hundred percent (100%) of the total bid.

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

M. Drug-Free Workplace Certificate

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

N. County Public Benefit Application Affidavit (SAVE)

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

O. Non-Collusion

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

manner sought by collusion to secure to that contractor any advantage over any other contractor.

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

P. Georgia Security and Immigration Compliance Act

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, proposals and proposers are notified that all proposals/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a proposal process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

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

The Purchasing Officer is authorized to conduct random audits of a contractor or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. See Attachment A, Proposal Forms for declarations and affidavits.

Q. Award of Price Agreement/Contract

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

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

Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after the Applicant makes verification. However, under no circumstances can unit prices be changed.

2. Nothing contained herein shall place duty upon the County to reject Proposals or award Proposal based upon anything other than the County's sole discretion as described herein.
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 Proposals and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Proposal from any Applicant not passing evaluation.

13.0 GENERAL TERMS AND CONDITIONS

- A. Contractors interested in obtaining a contract with Oconee County, GA to become contractor for OVP Community Center Roof Improvements Project shall prepare a written proposal to include, but not be limited to, the following terms and conditions.

1. County Rights and Options

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- a) This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- b) Oconee County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- c) The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.
- d) All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- e) The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

- f) The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- g) The County reserves the right to waive any technicalities or irregularities in the Proposals.
- h) The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- i) The County may request Proposers to send representatives to the County for interviews and presentations.
- j) To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- k) The County reserves the right to discontinue negotiations with any selected Proposer.
- l) The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- m) All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.
- n) The County may add to or delete from the Project Scope of Work set forth in this RFP.
- o) All Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- p) Neither the County, its staff, its representatives, nor any of its Contractors or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- q) The County, including its representatives and Contractors, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- r) By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

B. Cost of Proposal Preparation and Selection Process

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be

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

C. Authorization to Transact Business

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

D. General Requirements

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Oconee County's Legal Counsel indicating whether the firm is bound by its proposal.

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

The County must advise Proposers in the request for proposals of the number of days that Proposers will be required to honor their proposals. If a Proposer is not selected within 60 days of opening the proposals, any Proposer that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Oconee County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Proposer must assume full responsibility for delivery of all goods and services proposed.
4. The successful Proposer must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Proposer must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. If a vendor should happen to be other than the manufacturer, the vendor and not the

County is responsible for contacting the manufacturer. The Proposer is solely responsible for arranging for the service to be performed.

6. The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Oconee County Board of Commissioners.
8. In case of default by the successful Proposer, Oconee County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and proposals submitted to Oconee County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and proposals submitted to Oconee County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

E. Post Document Requirements

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

*Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Georgia.

5. Completed Sub-Contractor's list – Contractor is required to submit subcontractor information to the county within five days after the Notice of Award letter has been issued. No subcontractors will be permitted to work without prior county approval.
6. Signed Agreement - Contractor is to sign and notarize the contract included in the RFP documents.
7. Signed Notice of Award Letter – Contractor is to sign and return a copy of the Notice of Award letter to the Purchasing Office.

F. Procedures

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

G. 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.

H. Delivery Failures

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

I. Hold Harmless Clause

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

J. Substitutions

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

K. 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.

L. Invoicing and Payment

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

Invoices shall be submitted:

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

The County will pay all such invoices within thirty (30) days unless any items thereon are questioned, 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.

M. Assignment of Contract

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

N. 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.

1. 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.

2. 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.

3. 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.

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. 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.

Q. 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.

R. Notices

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

TO CONTRACTOR:

TBD

TO COUNTY:

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

S. Licensure

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

T. Non-Professional Services Indemnification

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

U. Equal Employment Opportunity

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

1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;
2. Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;
3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

V. Ownership

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

W. Independent Contractor

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

X. Compensation

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

Y. Change Orders

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

Z. Safety Measures

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

AA. Personnel and Equipment

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

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

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

BB. Agreement

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

1. 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.
2. "No parole evidence"- prohibits oral modifications to the contract or allowance for past practices by the County.
3. 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.
4. Should a Purchase Order Contract be used, the documents incorporated into the purchase order by reference include the scope of work, the general instructions, terms and conditions of the proposal documents, the cost proposal form, addenda and any sections of the proposal document or the contractor's cost response that have a direct bearing on the performance or price.

CC. Brand or Manufacturer's Reference

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

DD. Nonappropriation of Funds

The Contractor acknowledges that the Finance Department cannot contract for the payment of funds not yet appropriated by the Oconee County Board of Commissioners (OCBOC). If funding to a Department is reduced due to an order by the OCBOC or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the OCBOC may terminate this contract or proportionately reduce the services, purchase obligations, and the amount due from the OCBOC upon 30 days written notice. In the case that funds are not appropriated or are reduced, the OCBOC will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the OCBOC will not be liable for any future commitments, penalties, or liquidated damages.

EE. Disqualification of Proposers

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

FF. Reserved Rights

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is

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

GG. Applicable Laws

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

HH. Warranty

The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the Oconee County Board of Commissioners under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Georgia apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied on the Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the County has not been warned. Remedies available to the County include the following: The Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the Oconee County Board of Commissioners may otherwise have under this contract.

14.0 ATTACHMENTS AND EXHIBITS

Attachment A - Checklist and Required Forms

B – Post Award Documents

Exhibit A - Oconee County Insurance Requirements
B – Photo Log of Interior/Exterior Roof Areas

End of RFP Documents



Oconee County Board of Commissioners

ATTACHMENT A

1. Offeror's Checklist & Required Forms



RFP #20-08-004

OVP Community Center Roof Improvements Project CHECKLIST

Company Name: _____

ITEM DESCRIPTION

Offeror's Checklist

1. *Mandatory Forms (include with Technical proposal):*

- Bid Bond
- Cost Proposal
- Addenda Acknowledgement Form
- Respondent's Information Form
- Execution of Proposal
- Respondent's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
- SAVE Affidavit
- Sub-Contractor's List
- Respondent's Reference Form
- W-9
- Current copy of Certificate of Insurance (form not provided)
- All licenses, certificates, diplomas, verifiable documents and other requested documents per RFP requirements or qualifications.

2. *Cost Proposal (sealed in separate envelope)*

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (name, address & phone number) _____
as Principal, and (name, address & phone number) _____

as Surety, held and firmly bound unto the Oconee County Board of Commissioners, Oconee County, Georgia, as OWNER in the penal sum of five (5%) percent of the total bid which equals _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the Meriweather Drive Full Depth Reclamation with Foam Asphalt for the Oconee County Board of Commissioners, with the work described as follows:

PROJECT DESCRIPTION:

THE Meriweather Drive FDR Reclamation with Foam Asphalt repair and rehabilitation involves implementing expanded (foamed) asphalt to perform an FDR on Meriweather Drive. Meriweather Drive is 1.50 miles in length, beginning at Jimmy Daniel Road and ending at Jennings Mill Road, and has an asphalt surface area of approximately 19,560 square yard.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 2018.

CONTRACTOR – PRINCIPAL:

BY _____

Name _____
(Please Type)

Title _____

ATTEST:

Name _____
(Please Type)

Title _____
(SEAL)

Note: Attest for a Corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

SURETY:

BY _____

Name _____
(Please Type)

Title _____

ATTEST:

Name _____
(Please Type)

Title _____
(SEAL)

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



RFP #20-08-004

**OVP Community Center Roof Improvements Project
COST PROPOSAL**

PART A

Contractor Name: (TBD)

Bid Number: RFP #20-08-004

Project: OVP Community Center Roof Improvements Project

Place: Oconee County Board of Commissioners – Courthouse

Date: FRIDAY, JULY 15, 2016

Time: 2:00 PM

Proposal of _____ (hereinafter called “Respondent”) a corporation organized and existing under the laws of the State of _____ a partnership, or an individual doing business as _____.

To: TBD
Address
City, State, Zip

Ladies and Gentlemen,

The Respondent, in compliance with your Request for Proposal and having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

The Respondent agrees to pay as liquidated damages the sum of \$100.00 for each consecutive calendar day beyond the completion date.

Respondent assumes the responsibility to download all addenda published on the Oconee County Board of Commissioner’s website prior to submittal of his Proposal, and accepts that failure to acknowledge receipt of each and every addendum individually as grounds for finding the Proposal non-responsive. Respondent hereby acknowledges receipt of the following addenda:



RFP #20-08-004

**OVP Community Center Roof Improvements Project
COST PROPOSAL**

The unit and/or lump sum prices shown shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Respondent agrees that this Proposal shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving Proposals.

The Respondent understands that the Owners reserve the right to reject any or all Proposals and to waive any informalities in the Proposal.

The Respondent understands the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided in the specifications.

The Respondent understands that the Owner reserves the right to reduce this project through the reduction of line item quantities. This option may be exercised to bring the project cost within the Owner's budget.

The Respondent hereby agrees to commence work under this contract with adequate forces and equipment on the date specified and to fully complete the work by the date specified.

The Respondent further agrees that, in case of failure on his part to execute the contract agreement and bonds within fifteen (15) days after notification of award of the contract, the Bid Bond or Certified Funds accompanying his bond and the monies payable thereon, shall be paid into the funds of the owner as liquidated damages for such failure, otherwise, the check or Bid bond accompanying this proposal shall be returned to the Respondent according to the general provisions.

The Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

The Respondent must provide an affidavit of citizenship/alien status for "public benefits" as set forth in O.C.G.A. §50-36-1. Also, O.C.G.A. §50-36-1(e), which became effective January 1, 2012, requires applicants for "public benefits" to provide at least one "secure and verifiable document" of identification, such as a photocopy of a valid driver's license.

The Respondent is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, Respondents were notified that all Proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their



RFP #20-08-004

**OVP Community Center Roof Improvements Project
COST PROPOSAL**

registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. The Respondent who subcontracts for labor and services, as well as the subcontractors of Respondent's subcontractors, in furtherance of that contract is also subject to this requirement.

Attached hereto is a Bid bond or certified check _____ for the sum of _____ Dollars (\$ _____) according to the conditions of the general provisions. Respondent further declares that the full name and resident address of Respondent's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20 _____

Respondent Company Name:

_____ (Seal)

Respondent Mailing Address:

Signature: _____

Printed Name: _____

Title: _____



RFP #20-08-004

**OVP Community Center Roof Improvements Project
COST PROPOSAL**

PART B

COST PROPOSAL

<u>Item</u>	<u>Description</u>	<u>Cost</u>
<u>1</u>	<u>Roof Areas A1 and A2 – Repairs</u>	<u>\$</u>
<u>2</u>	<u>Roof Areas B1 and B2 – Repairs</u>	<u>\$</u>
<u>3</u>	<u>Walls Above Grade - Coating</u>	<u>\$</u>
<u>4</u>	<u>Other, if not included:</u>	<u>\$</u>
	<u>Total</u>	<u>\$</u>

PART C

ADD-ON/ALTERNATE FEES

<u>Item</u>	<u>Description</u>	<u>Cost</u>
<u>5</u>	Delivery and Storage of materials at Parks Site (Plan or Schedule Attached)	Yes/No
<u>6</u>	Do you plan to use dumpsters for Construction Debris?	Yes/No
<u>7</u>	Estimated cost for debris removal?	<u>\$</u>
<u>8</u>	Estimated costs for unforeseen repairs/replacement (contingency)	<u>\$</u>

END OF COST PROPOSAL



RFP #20-08-004

OVP Community Center Roof Improvements Project

Addenda Acknowledgement

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

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative Name/Title
(Print or Type)

Email

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

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



RFP #20-08-004

**OVP Community Center Roof Improvements Project
Respondent's Information Form**

1. Legal Business Name _____

2. Physical Address _____

3. Billing Address _____

4. Type of Business: _____ State of Registration: _____
(Association, Corporation, Partnership, Limited Liability Company, etc)

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone _____ Fax _____

8. E-mail _____ Company Website _____

9. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



RFP #20-08-004

OVP Community Center Roof Improvements Project

Execution of Proposal

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the time frame required.

(Typed or Printed) **Business Name**

Authorized Signature

Date

(Typed or Printed) **Name & Title**

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



RFP #20-08-004
OVP Community Center Roof Improvements Project
NON-COLLUSION AFFIDAVIT

PROJECT NAME: OVP Community Center Roof Improvements Project

RFP#20-08-004

STATE OF GEORGIA

OCONEE COUNTY BOARD OF COMMISSIONERS

being first duly sworn, deposes and says that he is

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

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

(Affiant)

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

(Notary Public in and for)

(County)

My Commission expires _____, 20____

(SEAL)

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

RFP #20-08-004

**OVP Community Center Roof Improvements Project
Drug Free Workplace Certificate**



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

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

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

Contractor: _____

By: _____

Name (Printed): _____

Title: _____

Date: _____

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.



RFP #20-08-004

OVP Community Center Roof Improvements Project

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Oconee County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Oconee County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Oconee County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Karen T. Barnett, CPPB
Oconee County Purchasing Officer
23 N. Main Street, Suite 203
Watkinsville, GA 30677
Fax: (706) 310-3574
Email: kbarnett@oconee.ga.us



RFP #20-08-004

**OVP Community Center Roof Improvements Project
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	RFP#20-08-004

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date of Authorization

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____ 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



RFP #20-08-004

OVP Community Center Roof Improvements Project

**Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	RFP#20-08-004

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20____

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

SAVE AFFIDAVIT
STATE OF GEORGIA OCONEE COUNTY
*(REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A
CONTRACT WITH A LOCAL GOVERNMENT)*

By executing this affidavit under oath, as an applicant for the Oconee County Board of Commissioners, Oconee County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with the Oconee County Board of Commissioners:

*[Name of natural person applying on behalf of individual,
business, corporation, partnership or other private entity]*

As _____ a _____ representative _____ of:

(Name of the business, corporation, partnership, or other private entity)

- 1) _____ I am a United States citizen
OR
2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This day of _____, 20 _____.

Signature of Applicant: _____

Printed Name: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20 _____

Notary Public

My Commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Alien Registration number for non-citizens: * _____



RFP #20-08-004

**OVP Community Center Roof Improvements Project
Sub-Contractors**

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

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

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: _____



RFP #20-08-004

OVP Community Center Roof Improvements Project Contractor References

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
					-					
					-					
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



RFP #20-08-004
OVP Community Center Roof Improvements Project
POST AWARD CHECKLIST

Company Name: _____

ITEM DESCRIPTION

Awardee Checklist

1. Forms required before a contract/ purchase order can be issued:

- Performance & Payment Bonds
- Georgia's Security and Immigration Compliance Affidavit (*E-Verify No.*)
 - 1. *Subcontractor*
 - 2. *Sub-subcontractor*
- Completed Sub-Contractor's List
- Occupational Tax Certificate
- Current Certificate of Insurance naming the Oconee County Board of Commissioners as additional certificate holder.
- Oath of Successful Bidder
- Signed Agreement
- Signed Notice of Award Letter
- S.A.V.E Affidavit

PAYMENT BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter "Principal") and _____, incorporated in the state of _____ and duly authorized to do business in the State of Georgia, (hereinafter "Surety"), are held and firmly bound unto Oconee County Board of Commissioners (hereinafter "Obligee"), and their representatives, successors and assigns, in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the **Oconee Veterans Park Community Center Roof Renovations Project** (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment in full to all persons or entities supplying labor, material, services, utilities and equipment, or any other things in the prosecution of the work provided for in said Contract, and any and all modifications of said Contract that may be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and all attorneys' fees and fees of consultants, experts and other professionals, which the said Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the Contract or in the work to be performed, or in the specifications, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

The Principal and the Surety agree that this Bond shall inure to the benefit of all persons or entities as supplying labor, material, services, utilities and equipment, or any other things in the prosecution of the work provided for in said Contract, as well as to the Obligee, and that any of such persons or entities may maintain independent actions upon this Bond in the name of the person or entities bringing any such action.

This Bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* known as the Georgia Local Government Public Works Construction Law and this Bond shall be interpreted in accordance with such law.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20__ the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

By: _____ (SEAL)
Signature of
Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

PERFORMANCE BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter "Principal") and _____, incorporated in the state of _____ and duly authorized to do business in the State of Georgia, (hereinafter "Surety"), are held and firmly bound unto Oconee County Board of Commissioners (hereinafter "Obligee"), and their representatives, successors and assigns, in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the **Oconee Veterans Park Community Center Roof Renovations Project** (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly perform all the work, undertakings, covenants, terms, conditions, obligations and agreements of said Contract within the time provided therein and any extensions thereof that may be granted by Obligee, and during the life of any obligation, guaranty or warranty required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, obligations and agreements of any and all modifications of said Contract that may be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and all attorneys' fees and fees of consultants, experts and other professionals, which the Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the Contract or in the work to be performed, or in the specifications, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

This Bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* known as the Georgia Local Government Public Works Construction Law and this Bond shall be interpreted in accordance with such law.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

By: _____ (SEAL)
Signature of
Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

STATE OF GEORGIA

COUNTY OF

OCONEE

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between, **OCONEE COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “County”) and _____, a _____ organized pursuant to the laws of the State of _____ (hereinafter called the “Contractor”).

I. SCOPE OF WORK

A. The term “Work” means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the County with the facilities, improvements, features, and functions in strict conformity as described in the Specifications and the Drawings included in the Proposal Document Package. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.

(1) The Work relates to the following Project:

**RFP#20-08-004
OVP Community Center Roof Improvements Project**

The proposed project work scope from RFP#20-08-00 and the Contractor’s accepted proposal (Attachment A) are attached and shall be part of this contract.

(2) Work not included in this Contract: N/A

B. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.

¹The Execution Date is the date the Contract is sent from Purchasing and Contracting to the CEO for execution. Ensure that all other parties have signed the Contract.

II. TIME, TERM AND LIQUIDATED DAMAGES

- A. **Contract Time.** The Contractor shall commence the Work under this Contract within fifteen (15) days from the date on the Notice to Proceed. Contractor shall fully complete the Work within ten (10) days of the Notice to Proceed letter. If the Change Order only seeks to extend the Contract Time, it may be approved and executed by the Oconee County Chairman or his/her designee and the Contractor in accordance with the terms of this Contract.
- B. **Contract Term.** This contract shall terminate without further obligation on the part of the County, with no further renewals, on a date to be determined at contract negotiations, unless extended by Change Order adopted and approved by the Oconee County Board of Commissioners and the Contractor in accordance with the terms of this Contract.

III. PAYMENT

- A. **Contract Price.** As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \$_____, unless changed by written Change Order in accordance with the terms of this Contract. A purchase order shall be issued upon contract signing and attached to this contract as **Attachment A**. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the Oconee County Board of Commissioners, or the Administrative Officer, if exempted from Board of Commissioners adoption and approval in accordance with the express terms of this Contract. Any increase of the Contract Price shall be by Change Order adopted and approved by the Oconee County Board of Commissioners and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of ___page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.
- B. **Payment Requests and Invoices.** Payment Requests and invoice(s) must be submitted as follows:

- (1) Original(s) must be submitted to:

Email: financedept@oconee.ga.us

OR

Oconee County Finance Dept.
Office of Accounts Payables
PO Box 1527
Watkinsville, GA 30677

(2) A copy must be submitted to:

Oconee County Parks & Recreation
3500A Hog Mountain Road
Watkinsville, GA 30677
Attn: Parks & Recreation Director

- C. **Title.** All equipment, materials, and Work covered by partial payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and Work upon which payments have been made, or the restoration of any damaged Work.
- D. **Final Payment.** Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final cleanup and restoration. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. All claims by the Contractor for breach of contract, violation of state or federal law, or compensation and extensions of time shall be submitted in writing to the Finance Director within sixty (60) days after completion and acceptance of the Work as herein provided, or all such claims shall be forever barred.

IV. NOTICE

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Finance Director and the Purchasing Officer or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Purchasing Officer or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Finance Director
Oconee County Finance Dept.
23 N. Main Street
Watkinsville, GA 30677

and

Purchasing Officer
Oconee County Finance Dept.
23 N. Main Street
Watkinsville, GA 30677

With a copy to: Oconee County Parks & Recreation
3500A Hog Mountain Road
Watkinsville, GA
30677
Attn: Parks & Recreation Director

If to the Contractor:

With a copy to: *(Insert Contractor name and address)*

V. FEDERAL WORK AUTHORIZATION

- A. Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule.
- B. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**.
- C. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**.
- D. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

VI. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as **Attachment E**. The officials of the Contractor executing this Contract are duly and

properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor warrants that it has all requisite power and authority to enter into and perform its obligations under this Contract, and that the execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

VII. PERFORMANCE AND PAYMENT BONDS

- A. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract performance bond equals to \$ 100% of the Contract Price, attached hereto as **Attachment F** and a payment bond, attached hereto as **Attachment G**, equals to \$ 100% of the Contract Price, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the County as part of this Contract.
- B. It is further agreed between the parties hereto that if at any time after the execution of this Contract and the surety bonds, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within five (5) days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.

VIII. ATTACHMENTS

- A. This Contract includes the following Attachments all of which are incorporated herein by reference:

Attachment A, Purchase Order and Cost Proposal

Attachment B, Contractor's Affidavit.

Attachment C, Subcontractor's Affidavit(s).

Attachment D, Sub-subcontractor's Affidavit(s).

Attachment E, Certificate of Corporate Authority or Joint Venture Certificates

Attachment F, Performance Bond and Accompanying Power of Attorney

Attachment G, Payment Bond and Accompanying Power of Attorney

Attachment H, Copies of Required Insurance policies

- B. In addition to the foregoing, the Proposal Document Package dated August 30, 2019, the original of which is maintained in the County's Department of Finance, forms an essential part of this Contract as if fully set out herein.

IX. FUNDING CLAUSE

The Contractor has been informed and understands that funding for this Contract is provided under the Oconee County Funds and expressly agrees that performance of the Contract, in whole or in part, is contingent upon and subject to the availability of such funding of the Oconee County Board of Commissioners. IN WITNESS WHERE OF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

NAME OF CONTRACTOR

OCONEE COUNTY, GEORGIA

By: _____
Signature (SEAL)

_____ **by Dir.(SEAL)**

JOHN DANIELL
Chairman
Oconee County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

KATHY HAYES
County Clerk of the Board of
Commissioners of Oconee County,
Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Oconee County
Department Director

County Attorney Signature

County Attorney Name
(Typed or Printed)

CERTIFICATE OF CORPORATE RESPONDENT

RFP#20-08-004

I, _____ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Respondent herein, same being organized and incorporated to do business under the laws of the State of _____; that _____ (*insert name of individual signing the Proposal*) who executed this Proposal on behalf of the Respondent was, then and there,

_____ (*insert title of individuals signing the Proposal*) and that said Proposal was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all outstanding stock of said corporation as of this date are as follows:

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)

I, _____, ⁽¹⁾ certify that:

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Request for Proposal No. 20-08-004 for the OVP Community Center Roof Improvements Project
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Invitation to Bid or Request for Proposal No. 20-08-004 was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE PROPOSAL OR PROPOSAL.

RESPONDENT'S AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §13-10-91

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Respondent submitting a Proposal to OCONEE COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a 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, as amended. The undersigned further verifies that it will continue to use the federal work authorization program for the Contract Term, and it will only contract with Subcontractors who have registered for the federal work authorization program. The undersigned 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

RFP #20-08-004 - OVP Community Center Roof Improvements Project
Name of Project

Oconee County, GA
Name of Public Employer

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

Executed on _____, _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
____ day of _____, 20__ .

NOTARY PUBLIC
My Commission Expires:

PRIME CONTRACTOR REFERENCE AND RELEASE FORM

List at least three (3) references for the prime Respondent and each proposed subcontractor, using a separate *Reference and Release Form* for each. (Please make copies as necessary and submit with the Proposal Document Package.) Provide the information requested in the form below for the County’s contact person who will verify the prime Respondent’s and all subcontractor’s experience and ability to perform the services listed in RFP#20-08-004.

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature)

Company Name _____ Date _____

Please make copies as needed.

SUB-CONTRACTOR REFERENCE AND RELEASE FORM

List at least three (3) references. Provide the information requested in the form below for the contact person who will verify the subcontractor’s experience and ability to perform the type of services listed in the RFP#20-08-004.

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

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

Company Name _____ Date _____

STATE OF GEORGIA COUNTY OF
OCONEE

**CONTRACTOR AFFIDAVIT AND OATH OF
SUCCESSFUL RESPONDENT**

RFP#20-08-004

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, _____, (*insert name*), who, after being duly sworn, deposes as follows:

I, _____, (*insert name*), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, _____ (*insert name*) swear or affirm that I have not prevented or attempted to prevent competition in proposaling or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Proposal for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Proposal for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20__ in _____ (*city*), _____ (*state*).

By:

Signature

Print Name of Affiant

Print Title of Affiant

Subscribed and Sworn before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:



Oconee County Board of Commissioners

EXHIBIT

A. Oconee County Insurance Requirements

Exhibit A

Oconee County Insurance Requirements

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

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

Important:

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

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

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

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

Exhibit A

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

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

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

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

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

Commercial General Liability (CGL):

Exhibit A

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

Automobile Liability

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

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

2. Asbestos Abatement:

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

Exhibit A

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

Workers Compensation (WC):

Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Property Coverage or Builders Risk Policy

Equal to or greater than the existing building limit if performing renovations.

If hazardous substances are involved:

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

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

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

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

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4. **Consulting Services:**

Workers Compensation (WC):

Required for all Contracts

NO EXEMPTIONS

Exhibit A

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Professional Liability Type and limits defer by consulting type

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

5. **Custodial Services:**

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

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile and professional liability policies.

Exhibit A

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

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

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

7. **Food Service:**

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

Exhibit A

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

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

9. Landscaping / Lawn Care:

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

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

Environmental Impairment Liability (with 1 year extended reporting period)

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

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

Exhibit A

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

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

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

11. Pest Control:

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

Exhibit A

Automobile Liability

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

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

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

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

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

Exhibit A

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

14. Security:

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

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

15. Staffing Services:

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

Exhibit A

Automobile Liability

Combined Single Limit

\$ 1,000,000

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

Roof Areas				
Area Designation	Building Type	Size/ Height	Roof Type	Condition
Roof Area A1	Gymnasium/ Weight room	14,500 SF 32 FT.	24-inch-wide, 3- inch-high Standing Seam Metal	FAIR
Roof Area A2	Atrium	2,200 SF 32 FT.	24-inch-wide, 3- inch-high Standing Seam Metal	FAIR
Roof Area B1	Community Rooms	4,700 SF 12 FT.	SBS Modified Bitumen	FAIR
Roof Area B2	Staff Offices	2,700 SF 12 FT.	SBS Modified Bitumen	FAIR



PHOTO LOG – Interior (Roof Areas A1 and B1)



1: Leak location marked by staff against wall in Atrium (Area B1)

2: Area of reported leak.



#3: Single stained ceiling tile (Area B1).

4: Interior coating has delaminated at Gym (Area A1).

PHOTO LOG – Interior (Roof Area A1)



5: Spot marked at perimeter of Roof Area A1.

6: Area above Photograph No. 5. No visible staining to indicate the source of water intrusion.



#7: Additional spot marked around perimeter at A1.

8: Area above Photograph No. 7. No visible staining to indicate the source of water intrusion.

PHOTO LOG – Roof Area A1



9: Metal panel roofing is in fair condition.

10: Sealant is intermittently applied to fasteners at roof edge.



#11: Closeup of sealant applied intermittently to fasteners at roof edge.

12: Previous sealant repair at panel seam. Panel has been damaged/bent.

PHOTO LOG – Roof Area A1



13: Sealant repair at juncture of rake flashing and gutter eave.

14: Metal panel finished is scratched.



#15: Sealant and coating repairs along the sidewall flashing and at exposed CMU at parapet.

16: Exposed CMU parapet is cracked. Several liberal sealant and coating repairs at CMU and sidewall flashing.

PHOTO LOG – Roof Area A1



17: Exposed CMU parapet and sidewall flashing with several liberal sealant and coating repairs.

18: Water stands on top of coping near end joint. Cover plate at end joint has several sealant repairs.



#19: Sealant repairs at juncture of ridge and sidewall flashing.

20: Sealant repair at gutter and sidewall flashing termination at parapet.

PHOTO LOG – Roof Areas A2 and B1



21: Ridge flashing is in fair condition; however, several sealant repairs have been made to end joints.

22: Metal panel roofing at Roof Area A2 is in fair condition.



#23: Profile of standing seam at Roof Area A1 and A2. Fastener at eave has backed out.

24: Roofing at Roof Area B1 is in good condition.

PHOTO LOG – Roof Area B1



25: Roofing at Roof Area B1 is in good condition.

26: Water overflowing parapet is staining the wall below.



#27: Mildew staining at column. CMU is cracked.

28: Base flashing is well adhered to the parapet wall and metal coping is in good condition.

PHOTO LOG – Roof Area B1



29: Scuppers are in good condition.



30: Downspouts and splash blocks are in-tact. Pre-molded plastic closures from the standing seam roof have blown loose and are stacked up in the corner.



#31: Efflorescence is present throughout the wall, indicating water migrating through the coated CMU. CMU is uncoated at the base of the wall.



32: Closer view of uncoated CMU from Photograph No. 31.

PHOTO LOG – Roof Area B1



33: Irregular caulk line above the counterflashing indicates prior repair. Caulking repair at CMU mortar joints.

34: Heavy application of sealant in corner along uncoated CMU.



#35: Single instance of roof blistering.

36: PVC condensation line discharges directly to roof which is staining the capsheet.

PHOTO LOG – Roof Area B2



37: Roofing at Roof Area B2 is in good condition. Minor staining of capsheet near roof drain.

38: Deteriorated sealant at parapet wall/metal wall panel interface.



#39: Downspouts and conductor heads at scupper are in good condition.

40: Coping is in good condition.

PHOTO LOG – Exterior Walls



41: Roofing insulation is visible from beneath gutter, indicating improper panel fastening/installation.

42: Window flashing sealant is delaminating.



#43: Window casement pulled away from sealant.

44: Mildew staining beneath window sill.

PHOTO LOG – Exterior Walls



45: Mildew stain on wall at coping end joint.

46: Mildew stain on wall at coping end joint.



#47: Evidence of water intrusion along foundation.

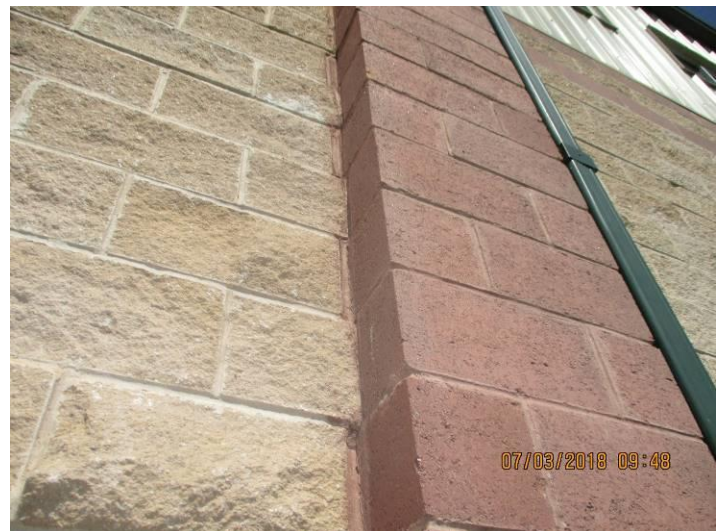
48: Efflorescence along wall.

PHOTO LOG – Exterior Walls



49: Unbonded mortar joint and staining in corner.

50: Cracked sealant along column.



#51: Irregular caulking details at columns. Column with sealant at CMU.

52: Irregular detailing at columns. Other side of column in Photograph No. 51 without a sealant joint at CMU.