



Oconee County Board of Commissioners

---

**Project:** HVAC Replacement -  
Brannen Building, Herman C. Michael Park

ACCEPTANCE DATE: Prior to 2:00 P.M., Thursday, January 29, 2015 "Local Time"

ACCEPTANCE PLACE: Oconee County Board of Commissioners  
Finance Department - Procurement  
23 N. Main Street, Suite 206  
Watkinsville, Georgia 30677

MANDATORY PRE-BID MEETING ONSITE: 2:00 P.M., Thursday, January 15, 2015.

PRE-BID MEETING PLACE: Herman C. Michael Park  
1051 Elder Road  
Bishop, Georgia 30621

QUESTIONS DEADLINE: 2:00 P.M., Thursday, January 22, 2015.

Please submit one (1) unbound original and two (2) copies of the Technical Proposal and one (1) unbound original Cost Proposal. All prospective Offerors who are qualified and licensed Contractors are invited to submit a proposal.

Requests for information related to this Solicitation should be directed to:

Karen T. Barnett, CPPB  
Purchasing Officer  
(706) 769-2944  
(706) 310-3574 (Fax)  
E-mail address: [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us)

This document can be downloaded from our web site: [www.oconeecounty.com](http://www.oconeecounty.com)

Issue Date: January 8, 2015

**January 8, 2015**  
**Oconee County Board of Commissioners**  
**23 N Main Street**  
**Watkinsville, GA 30677**  
**Request for Proposal (RFP) #FY15-201501-01**

**HVAC Replacement-Brannen Building**

Sealed proposals will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Suite 206, 23 N. Main Street, Watkinsville, GA. 30677, until **2:00 p.m. on Thursday, January 29, 2015** for the replacement of the HVAC systems located in the Brannen Building Gym at Herman C. Michael Park. Please see the RFP documents for full work scope.

At that time, date, and place given above, in Suite 205, the sealed proposals will be publicly opened and only the names of the respondents will be read aloud. Work scope and RFP forms can be obtained from the Office of the Purchasing Officer or the Oconee County Website at [www.oconeecounty.com](http://www.oconeecounty.com). No bonds are required for this RFP.

A mandatory pre-conference meeting will be held at **2:00 p.m. on Thursday, January 15, 2015** at the Herman C. Michael Park located at 1051 Elder Road, Bishop, Georgia 30621. All interested parties are required to attend. The purpose of this conference is to allow potential offerors an opportunity to present questions to staff and obtain clarification of the requirements of the proposal document. Because Oconee County considers such a conference to be critical to understanding the proposal requirements, attendance at the pre-conference meeting is mandatory to qualify as an offeror.

Questions regarding this RFP should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us) and shall be received no later than **2:00 p m. on Thursday, January 22, 2015**.

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

Oconee County Board of Commissioners  
G. Melvin Davis

REQUEST FOR PROPOSAL

**HVAC Replacement, Brannen Building, Herman C. Michael Park**

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE.....	3
2.0 COMPETITION INTENDED.....	3
3.0 DISCREPANCIES.....	3
4.0 PROPOSER'S MINIMUM QUALIFICATIONS .....	3
5.0 SCOPE OF SERVICES.....	4
6.0 RECOMMENDED COST AND TECHNICAL FORMAT .....	4
7.0 AGREEMENT TERMS AND CONDITIONS.....	7
8.0 INSTRUCTIONS TO PROPOSERS.....	11
9.0 ATTACHMENTS .....	17

Prepared By: Karen T Barnett, CPPB For: Oconee County Parks & Recreation Department  
Purchasing Officer

# HVAC Replacement, Brannen Building, Herman C. Michael Park

## 1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from contractors to provide replacement of equipment and installation of HVAC systems at the Brannen Building Gymnasium located in Herman C. Michael Park.

## 2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror'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. Such notification must be received by the Purchasing Officer not later than five (5) working days prior to the date set for proposals to close.

## 3.0 DISCREPANCIES

Should an offeror find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the offeror shall request clarification from the County in writing, not later than five (5) working days prior to the proposal opening. Any changes to the RFP that result from such a clarification request, will be communicated through a written addendum and posted on the Finance Department "Bids & RFP's" page at [www.oconeecounty.com](http://www.oconeecounty.com). Failure to request such a clarification is a waiver of any claim by the offeror for additional expenses because its interpretation was different than the County's.

## 4.0 PROPOSER'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide material, equipment and/or services as prescribed herein. **All offerors shall be required to submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected.** The following criteria shall be met in order to be eligible for this agreement:

- 4.1 Offerors and any subcontractors chosen by the Offeror shall be qualified and licensed Contractors.
- 4.2 Offerors shall provide, at a minimum, three (3) comparable references of current work being performed on similar projects. References shall include company name, 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.
- 4.3 Offerors shall include a general description of the firm, names of all qualified and licensed staff/sub-contractors assigned to the project and their general capabilities.
- 4.4 Contractor must provide a photocopy of the firm's current certification of insurance.

## 5.0 SCOPE OF SERVICES

### 5.1 General

The HVAC systems located in the Brannen Building Gym at Herman C. Michael Park are in need of replacement. The contractor provided services shall include but are not limited to the following;

5.1.1 - The Contractor shall attend a mandatory pre-conference meeting as a prerequisite to submitting a proposal. There will be an initial site visit during the pre-conference meeting. The pre-conference meeting will be held onsite at 2:00 P.M., Thursday, January 15, 2015

5.1.2 - The Contractor shall prepare and submit a HVAC replacement proposal and pricing for Options 1 and Option 2. Additional proposed options will be considered:

5.1.2A – Option 1: 1 for 1 replacement of existing 25 Ton Trane Cooling Only Package Units (TSH300F3ROAO) using existing pads and existing low and high voltage wiring. Reattach to existing duct work and install digital programmable thermostats (TCONT802). Install condenser coil guards (BAYGARD145A).

5.1.2B – Option 2: 1 for 1 replacement of existing 25 Ton Trane Gas Package Units (YSH300F3RHA000) using existing pads and existing low and high voltage wiring. Reattach to existing duct work and install digital programmable thermostats (TCONT802). Install condenser coil guards (BAYGARD145A). Install necessary gas pipe and regulators.

5.1.2C – Option 3: Additional option proposed by contractor (not required).

5.1.3 – Work and pricing includes removal and disposal of existing HVAC equipment (specific equipment depending on approved option), disconnection and capping of gas lines (if required) and disconnection and securing high and low voltage wiring (when required). The Contractor shall be responsible for the safety, actions and conduct of his employees and subcontractors at all times for the duration of the work. All work undertaken shall be performed in full accordance with all applicable State and local codes.

### 5.2 Insurance and Bond Requirements

The contractor shall be responsible for all personal/liability insurance and worker's compensation coverage for himself and all employees as described in this RFP. Bid Bond, Payment and Performance Bonds are not required.

## 6.0 RECOMMENDED TECHNICAL and COST FORMAT

### 6.1 Recommended Technical Format

**6.1.1 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. 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 agreement, which may result.

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

#### **6.1.2 The Firm & Project Team**

This relates to the firm as a whole, project principal, the project manager, key staff and any sub-contractors if applicable. The basic questions are: (1) how well does the team's qualifications and experience relate to this specific project? And (2) Does the team's expertise cover all phases of the project? This section should describe:

- Approximate number of people to be assigned to project;
- Extent of principal involvement;
- Team qualifications and experience on similar or related projects;
  - Qualifications and relevant experience of prime consultant
  - Qualifications and relevant sub-contractors experience
  - Project manager's experience with similar projects;
- Names of key members who will be performing the work on this project, and:
  - Their responsibilities on this project
  - Current assignments and location
  - Experience on similar or related projects
  - Unique qualifications
  - Percentage of their time that will be devoted to this project.

#### **6.1.3 Schedule, References, Insurance & Licenses, Subcontractors**

- Schedule- A schedule showing the start (after receipt of order), duration and completion of the design and construction of the structure.
- References- A minimum of three (3) references are required. Each reference shall list a point of contact that may be contacted by the County.
- Insurance- Provide a current copy of a certification of the firm's insurance coverage. If awarded the contract, you will be asked to provide a certificate of insurance for this project as stated in the RFP documents.
- Provide copies of all current licenses pertaining to your trade, qualifications, or this project.
- Provide a list of all sub-contractors you plan to use on this project and their purpose and licenses.

#### **6.1.4 Project 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 scope of work. For each phase, the approach should:

- Describe the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task;
- Describe the products that would result from each task or activity;
- The time frame estimated to complete each task

**6.1.5 Technical Proposal Package should include:**

***Letter of Interest***

***Information about the Contracting Firm, Project Team, Sub-contracting Firms (or sub-contractors) and general capabilities/ this information should include photocopies of all current licenses held by the firm, project team, individual or sub-contractor.***

***A List of sub-contractors to be used on the project***

***A Schedule showing the start (after receipt of order), during and completion of the design and construction of the structure***

***Attachments 9.1-7; Exception – Attachment 9.4 should be included with Cost Proposal. Completeness is an important part of your proposal requirements.***

***A Project Approach (see 6.1.4)***

**6.2 Recommended Cost Format:**

**6.2.1 The Cost Proposal Package should include**

***A Cost Proposal Sheet detailing the proposed cost rate as a lump sum fee upon completion of the work. The Cost Proposal shall include a total "Not to Exceed" Maximum Compensation amount. More than one proposal submitted by the same firm may be presented in the same sealed envelope, but clearly marked as "Options #1, #2, #3" and so on. In this proposal, you are given the choice of 3 options – two (2) that the county has provided and one (1) that you may provide. Please mark in the space provided on the cost proposal sheet (attachment 9.4) which option you are proposing.***

**6.2.2** The Cost and Technical Proposals shall be delivered in two separate, sealed containers, properly addressed to the Oconee County Board of Commissioners, with the RFP number, Proposal Due Date and Time, and the Offeror's Name and Address clearly indicated on the containers. One container shall include one (1) unbound original and two (2) copies of the Technical Proposal and the other container shall include one (1) unbound original Cost Proposal. Proposals must not exceed ten(10) pages, not including peripheral material such as transmittal letters, staff biographies and references. The copies must be delivered to:

Karen Barnett, Purchasing Officer  
Oconee County Courthouse  
Finance Department, Suite 206

HVAC Replacement, Brannen Building, Herman C. Michael Park

23 N. Main Street  
P.O. Box 1527  
Watkinsville, Georgia 30677

## 7.0 AGREEMENT TERMS AND CONDITIONS

The Agreement with the successful offeror will contain the following Terms and Conditions:

### 7.1 Procedures

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

### 7.2 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.

### 7.3 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.

### 7.6 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 as a consequence 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.

### 7.7 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits.

### 7.8 Local Vendor Preference

HVAC Replacement, Brannen Building, Herman C. Michael Park

Except for matters required to be bid by state law, including, without limitation, public works contracts and materials, any purchase or contract of under \$100,000 that is put out to bid under the provisions of Oconee County Policy may be awarded to a local vendor in the case of equivalent bids. In cases in which a bid by a local vendor is within 5% of the lowest overall bid supplied by a non-local vendor, the administration of Oconee County is authorized to negotiate with said local bidder to match the lowest bid supplied by a non-local vendor. Negotiation is limited to purchases and contracts up to \$100,000 and is not authorized in situations where state or federal laws do not allow vendor preferences. In the event a local bidder matches the lowest bid, including all other terms, quality and conditions of the bid, then the local vendor may be awarded the contract. In the event the bids of more than one local vendor are within 5% of the lowest overall bid of a non-local vendor, the local vendor with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this local vendor declines to match said bid then the vendors with the next lowest bid within 5% will be given the opportunity to match the lowest bid. This process will continue with all local vendors having bids within 5% of the lowest overall bid by a non-local vendor.

7.9 Immigration Reform and Control Act of 1986

By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

7.10 Substitutions

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

7.11 Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

7.12 Cleaning Up

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

7.13 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.

7.14 Invoicing and Payment

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

Invoices shall be submitted to:

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

All such invoices will be paid within thirty (30) days by the County 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.

7.15 Assignment of Contract

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

7.16 Termination

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

A. Termination for Convenience

The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

7.17 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

HVAC Replacement, Brannen Building, Herman C. Michael Park

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.

7.18 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.

7.19 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.

7.20 Notices

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

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

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

7.21 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.

7.22 General Indemnification

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

7.23 Severability

If a portion of the contract is deemed invalid, then the remaining contract shall remain in force and effect.

7.24 Nondiscrimination

Federal and State laws prohibit discrimination by contractors based on race, sex, religion, or disability.

7.25 Delivery

The goods/service shall be rendered by the Contractor within the time and to the location specified by the Owner.

7.26 Guarantee

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

7.27 Agreement

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

- a) The Board of Commissioners may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the Board, and may be amended with the issuance of a change order under the signature of the Chair.
- b) "no parole evidence"- prohibits oral modifications to the contract or allowance for past practices by the County.
- c) Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

**8.0 INSTRUCTIONS TO PROPOSERS - This chapter details County procedures for directing the RFP process**

8.1 Submission of Proposals

**Before submitting a proposal read the ENTIRE solicitation including the Agreement Terms and Conditions.** Failure to read any part of this solicitation will not relieve an offeror of its contractual obligations. Pricing must be submitted on the cost proposal form only. Include other information as requested or required. The face of the container shall indicate the RFP number, time and date of opening, and the title of the RFP. Proposals must be received by the Finance Department BEFORE the hour specified on the opening date. Proposals may be either mailed or hand delivered to Oconee County Board of Commissioners, Finance Department-Procurement, 23 N. Main Street, Post Office Box 1527, Watkinsville, Georgia 30677. Faxed and e-mailed proposals will not be accepted.

**Registration into County Vendor Registry System:**

When submitting your Bid/response, check to see if you are already registered in the County Vendor Registry System (VRS). If you are not registered, do so prior to

submitting your bid/response. Registration into VRS is important. The VRS is our version of a 'Bidders List' and is often used by County staff to locate vendors for future bids and quotes. **Bids/responses are not rejected for a failure to register**, however, it will enable us to notify you of important bid opportunities in the future!

**To Register or check if you are registered:**

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

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

8.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Oconee County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least five (5) days in advance of the proposal opening date or date given in this RFP. **It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from [www.oconeecounty.com](http://www.oconeecounty.com).**

8.3 Authority to Bind Firm in Agreement

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN AGREEMENT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice-President must sign.
- Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

8.4 Correction or Withdrawal of Proposals and Cancellation of Awards under Competitive Sealed RFPs

Correction or withdrawal of inadvertently erroneous proposals before or after award, or cancellation of awards or Agreement based on such proposal mistakes, may be

permitted at the County's discretion. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards or Agreements based on proposal mistakes, shall be supported by a written determination made by the Finance Director. No proposal may be withdrawn when the result would be to award the Agreement on another proposal of the same offer or of another offeror in which the ownership of the withdrawing proposer is more than five percent (5%). If the Finance Director, the Using Agency, or a designee of such, denies the withdrawal of a bid, he/she shall notify the bidder in writing stating the reasons for his/her decision.

8.5 Subcontractors

All Offerors shall include a list of all subcontractors with their proposal. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the offeror 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.

8.6 Initiation of Service

The number of calendar days in which service will be made after the award is made and the purchase order is placed shall be stated in the proposal. When no time frame is stated by the Contractor, it is understood and agreed that service is to be provided within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.

8.7 Late Proposals

LATE proposals shall be returned to offeror unopened, if RFP number, opening date and offeror's return address is shown on the container.

8.8 Acceptance of Proposals

Oconee County reserves the right to reject any and all proposals, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any proposal, insofar as such technicality or defects do not legally, materially or substantially change such proposal. The said County, unless otherwise specified by the Contractor, reserves the right to accept any item on proposal

If the Contractor fails to state the time within which a proposal must be accepted, it is understood and agreed that said County shall have ninety (90) days from proposal opening date in which to accept proposal.

8.9 Prohibition as Subcontractors Under Competitive Sealed Proposal

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Agreement is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

8.10 Evaluation and Award Criteria

- A. Those responses that have been clearly identified as nonresponsive, non-responsible, incomplete, or otherwise unacceptable are eliminated from further consideration. All other proposals are submitted to a panel for review, concentrating on the task description, qualifications required of the respondent and the evaluation criteria. Respondents are ranked and the top ranked respondent may be asked to meet with the panel for an interview. If the respondent has successfully completed the interview process ( if asked), a negotiation meeting is scheduled. It is at the negotiation stage that the details of the service delivery, the terms of the contract, and the contract price is worked out.
- B. Proposals submitted may be reviewed and evaluated by any person at Owner's discretion, including non-allied and independent consultants retained by Owner now or in the future.
- C. In submitting a proposal, the Proposer understands that OCBOC will determine at its discretion, or in their best interest which proposal, if any, is accepted. The Proposer waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Proposer.
- D. The award shall be made to the most qualified respondent, provided that the cost is reasonable and acceptable to Oconee County. The County reserves the right to make an award as deemed in its best interest.
- E. Evaluation of proposals for the technical and cost process will be based on the following weighted criteria (see section 6.0 for full details of each category):
1. Letter of Interest – 5%  
A statement in the letter of interest shall specifically stipulate that the contractor accept all terms and conditions contained in the RFP. 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 agreement, which may result.
  2. The Firm & Project Team– 10%  
Management/staff capabilities and expertise; provide project team's resumes, experience, resources, record of performance and project involvement.
  3. Schedule, References, Insurance & Licenses and Sub-contractors - 10%  
Provide project schedule; Proposers past contract management experience and references of success to projects similar to this size. Proposer must include at least three (3) references, with company name, name of contact person, and correct daytime telephone number; provide current copy of firm's COI, if possible; provide current copies of licenses/certificates of all employees & sub-contractors on project team.
  4. Project Understanding & Approach – 25%  
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 scope of work.
  5. Program (Contract) Costs – 50%  
The Cost Proposal shall include a total "Not to Exceed" Maximum Compensation amount.

8.11 Acknowledgement of Agreement

By submitting a proposal the offeror acknowledges that it understands and agrees to the Agreement Terms and Conditions.

8.12 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. The County reserves the right to determine products and support of equal value.

8.13 Error in Proposal

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 service provider in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

8.14 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.

8.15 Required Documents

- W-9 Form - Each offeror shall submit a completed W-9 form with their proposal. In the event of an award, this information is required in order to issue purchase orders and payments to your firm. All potential Offerors shall submit a completed "W-9" which is included in the "Bidders List Application" (attachment 9.2)
- Contractor's Affidavit Required (E-Verify) - All contractors, subcontractors, and sub-subcontractors doing business with the government must provide affidavits. All potential Offerors shall submit a completed "Contractor's Affidavit" which is included in the "Bidders List Application" (attachment 9.2) **Please completed and returned to the Purchasing Office PRIOR to the RFP opening or your submittal may be deemed non-responsive!**
- Bidders List Application- Each offeror shall submit a completed Bidders List Application with their proposal. In the event of an award, this information is required in order to issue purchase orders and payments to your firm. See attachment 9.2
- Certificate of Insurance - Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of

coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County. Please refer to the attached guidelines for Oconee County's insurance limits upon notice of award. See attachment 9.1 for insurance guidelines.

- Occupational Tax License - Each Respondent shall provide evidence of a valid Oconee County occupation tax license if the Respondent maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State Respondents are required to provide evidence of a license to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.
- Non Collusion Affidavit - Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Each bidder shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department. This form is included with the RFP documents. See attachment 9.6
- Cost Proposal Sheet – The Cost Proposal Sheet must be completed, signed by an authorized agent of the firm and returned with your sealed cost proposal. See attachment 9.4
- References – A minimum of three (3) references are required for this RFP. See attachment 9.7
- Drug-Free Workplace Certificate – The form must be completed and signed by an authorized agent of the firm. Please submit this form with your technical proposal. See attachment 9.5
- Authority to Bind Firm in Agreement (if applicable) - This form is included with the RFP documents. See attachment 9.3
- Addenda, if any were issued
- Bonds, if required per RFP documents - If you are unsure about bonding requirements, please contact Karen Barnett, Purchasing Officer at kbarnett@oconee.ga.us.

## 9.0 ATTACHMENTS

1. Oconee County Insurance Requirements
2. Bidders List Application
3. Authority to Bind the Firm in Agreement
4. Cost Proposal Sheet
5. Drug-Free Workplace Certificate
6. Non-Collusion Affidavit
7. References

**NOTE: See 6.0 for Technical and Cost Proposal Submittal Format!!**

# Oconee County Board of Commissioners

## Attachments

**RFP Control Number FY15-201501-01**



**HVAC Replacement – Brannen Building, Herman C. Michael Park**

**Requested by the**

**Oconee County Parks & Recreation Department**

- **Publish Date: January 8, 2015**
- **Pre-Proposal Meeting: January 15, 2015; 2:00 p. m.**
- **Questions Deadline: January 22, 2015; 2:00 p.m.**
- **Proposal Opening: January 29, 2015; 2:00 p.m.**

## Oconee County Insurance and Bonding Guidelines

### **I GENERAL INFORMATION**

- Certificate Holder should read:  
Oconee County Board of Commissioners  
23 North Main Street  
Watkinsville, Georgia 30677
- Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.
- Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.
- No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.
- Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.
- 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.

### **II INSURANCE GUIDELINES FOR VENDORS/CONTRACTORS**

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

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

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

---

**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:**

**Ambulance 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	\$ 3,000,000
Professional liability	\$ 3,000,000

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

---

**C. Asbestos Abatement:**

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

**NO EXEMPTIONS**

**Commercial General Liability (CGL):**

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

**Automobile Liability**

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

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

Each Occurrence	\$ 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 contractor's pollution liability policies.

---

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

If hazardous substances are involved:

Contractor's Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

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

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

---

**E: Consulting 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
-----------------------	--------------

**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.

---

**F: 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
-----------------------	--------------

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.

---

**G: 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.

---

**H: 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

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.

---

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

---

**J: Landscaping / Lawn Care:**

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

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit \$ 1,000,000

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.

---

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

Workers Compensation (WC):	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.

---

**L: 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

**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.

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

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

**Commercial General Liability (CGL):**

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

**Automobile Liability**

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

<b>Umbrella Liability</b>	<b>\$ 2,000,000</b>
---------------------------	---------------------

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.

---

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

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

---

**O: 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.

---

**P: 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
<b>Automobile Liability</b>	
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.

### **III. Bonding Guidelines**

#### **What is a surety bond?**

A surety bond ensures that a contractor fulfills certain terms and conditions of a contract.

#### **What are the different types of surety bonds?**

##### **Bid:**

guarantees that the bidder (e.g. construction contractor) will actually enter into the contract at the submitted price during the bid process. Additionally, the bid bond sets the requirements for performance and payment bonds as necessary. Bid bonds are drafted during the Bid process.

##### **Performance:**

protects the owner (e.g. County) from financial loss caused by the contractor who fails to deliver goods or services in accordance with the terms, specifications, and conditions of the contract

##### **Payment:**

protects most providers of material and labor to a job (e.g. subcontractor). It guarantees that the contractor will pay bills in accordance with the contract terms

#### **When are surety bonds needed?**

Surety bonds may be required based on the terms of a given solicitation – especially when the non-performance of contract terms would have adverse financial effects on the Entity or the County – or when subcontractors play a key role in the successful outcome of a contract.

#### **What is a fidelity bond?**

A fidelity bond provides financial reimbursement to the County for the wrongful taking of County property by a contractor's employee(s).

**When are fidelity bonds needed?**

Typically, fidelity bonds are required when vendors have employees engaged in county work with little or no county supervision present and have easy access to county property and/or monies. Examples: vendors who provide after hour janitorial services, security services, or concessionaire contracts.

## **Appendix**

### **A. Certificates of Insurance**

To be included in solicitation and contract:

As stated above, contractor shall procure and maintain insurance which shall protect the contractor and the county from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the agreement. Contractor shall procure the insurance policies at the contractor's own expense and shall furnish the county an insurance certificate listing the Oconee County Board of Commissioners as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the contractor includes contractual liability coverage to protect the county. The certificate shall be furnished no later than ten (10) business days after notification of the County's intent to award a contract. In addition, the insurance certificate must provide the following information:

1. Name and address of authorized agent
2. Name and address of insured
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder
8. Acknowledgment of notice of cancellation to the county
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of policy exclusions in comments section of insurance certificate

See attached Certificate of Insurance sample form.

## **B. Glossary**

**Advertising Injury** – arising out of libel or slander; violation of the right to privacy, misappropriation of advertising ideas, or infringement of copyright, title or slogan committed in the course of advertising goods, products, or services.

**All Risk** – insurance against loss or damage to property arising from any fortuitous cause, except such as may be specifically excluded.

**Assumed Liability** – liability that would not rest upon a person except that he or she has accepted responsibility by contract expressed or implied. This is also known as contractual liability.

**Binder (Or Binding Receipt)** - In lines other than life and (usually) health, a binder is an acknowledgment (usually from the agent) that insurance applied for is in force whether or not premium settlement has yet been made or the policy issued.

**Bodily Injury** – liability which may arise from injury or death of another person.

**Bonds** – financial instrument that guarantees reimbursement to the County for nonperformance of a contract.

**Builders Risk Coverage** – commercial property coverage specifically designed for buildings in the course of construction.

**Causes of Loss** – reasons for the loss; also referred as peril.

**Claim** – a demand for benefits as provided by the policy.

**Claims Made Form** – refers to a type of liability insurance form that covers liability incidents only if a written claim is made during the policy period or any applicable extended reporting period. For example, a claim made in the current year could be charged against the current policy even if the injury or loss occurred many years in the past.

**Combined Single Limits** – typically expressed when referring to liability limits in an automobile policy. Refers to an aggregate limit of liability coverage for bodily injury and property damage in one accident or occurrence

**Commercial General Liability** – insurance that pays and renders service on behalf of a contractor for the loss arising out of a contractor's responsibility due to negligence, imposed by law or assumed by contract.

**Commercial Umbrella Liability** – typically provides an extra layer of insurance limits over and above a contractor's commercial general liability, business automobile liability and employers' liability insurance coverage limits.

**Completed Operation Liability Insurance** – liability insurance coverage for bodily injury and property damage; arising out of the completed operations of a business, as opposed to the product of a business.

**Contract Bond** – guarantee of the faithful performance of a contract and the payment of all labor and material bills incident thereto. In those situations where two bonds are required, one to cover performance and the other to cover payment of labor and material, the former is known as a Performance bond and the latter as a Payment bond.

**Contractual** – liability assumed under a written agreement which would not otherwise be imposed. For example, a lease for a building usually requires that a person leasing the property assumes liability for accidents that occur on the property.

**Deductible** – a provision or clause in an insurance policy that the first given number of dollars or percentage of expense will not be reimbursed.

**Employers' Liability** – provides protection against claims by the contractor's employees or their dependents for damages resulting from personal injuries or illness sustained by employees during the course of their employment activities. Only applies to incidents not governed by workers' compensation statutes.

**Each Occurrence Limit** – indicates the amount of coverage the contractor has under a liability policy for any one occurrence other than Personal & Advertising Injury occurrences.

**Excess Liability Policy** – a liability policy designed to provide liability protection above and beyond that provided by standard liability contracts.

**Expiration** – the date upon which a policy will cease to cover, unless previously cancelled.

**Fidelity Bond** – a bond which will reimburse a contractor for loss up to the amount of the bond, sustained by an contractor (the Insured) by reason of any dishonest act of an employee (or employees covered by bond).

**Fire Damage (Legal Liability)** – insures against liability incurred when the negligent actions results in destruction by fire of property which is in the contractors care, custody or control.

**General Aggregate Limit** – indicates the amount of coverage (for other than Products/Completed Operations Liability occurrences) the contractor has under a liability policy for the policy period; no matter how many separate losses that may occur.

**Hired Auto** – protects the contractor in the event the contractor's business is sued as a result of an auto accident, involving one of the contractor's employees driving one of the contractors hired vehicles while performing contractor business.

**Indemnify** – to restore the victim of a loss, in whole or in part, by payment, repair, or replacement.

**Installation Floater** – insures machinery and equipment of all kinds during transit, installation and testing at the owner's premises.

**Insurance** – a formal social device for reducing risk by transferring the risk of several individual entities to an insurer. The insurer agrees, for a consideration, to assume, to a specified extent, the losses suffered by the insured.

**Insured** – the party to an insurance arrangement to whom, or on behalf of whom, the insurance company agrees to indemnify for losses, provide benefits, or render service.

**Liability Insurance** – insurance that pays and renders service on behalf of a contractor for loss arising out of his or her responsibility, due to negligence, to others imposed by law or assumed by contract.

**Loss** – generally refers to (1) the amount of reduction in the value of an insured's property caused by an insured peril, (2) the amount sought through an insured's claim, or (3) the amount paid on behalf of an insured under an insurance contract.

**Named Insured** – any person, firm, or corporation, or any member thereof, specifically designated by name as insured(s) in a policy as distinguished from the others who, though unnamed, are protected under some circumstances.

**Named Peril Policies** – named peril policies specify what perils are insured against, contrary to so-called all risk policies.

**Negligence** – failure to use that degree of care which an ordinary person of reasonable prudence would use under the given circumstances. Negligence may be constituted by acts of either omission or commission or both.

**Non-Owned Auto** – protects the contractor in the event the contractor's business is sued as a result of an auto accident, involving one of the contractor's employees driving a personal vehicle while performing contractor business.

**Occurrence Made Form** – provides liability coverage for injury or loss that occurs during the policy period regardless of when the claim is actually made.

**Owned Auto** – protects the contractor in the event the contractor's business is sued as a result of an auto accident, involving one of the contractor's employees driving one of the contractor's owned vehicles while performing contractor business.

**Peril** – cause of a possible loss.

**Personal & Advertising Injury Limit** – indicates the amount of coverage the contractor has under a liability policy for any personal and / or advertising injury occurrence

**Personal Injury** – injury other than bodily injury arising out of false arrest or detention, malicious prosecution, wrongful entry or eviction, libel or slander, or violation of a person's right to privacy committed other than in the course of advertising, publishing, broadcasting or telecasting.

**Products & Completed Operations Aggregate Limit** - indicates the amount of Products & Completed Operations liability coverage the contractor has under a liability policy for a policy period; no matter how many separate losses that may occur.

**Professional Liability Insurance** – sometimes referred to as Errors & Omissions coverage; covers individuals with extensive technical knowledge or training in a particular area of expertise (e.g. architects, engineers, physicians) for acts of negligence arising from their professional occupation.

**Replacement Cost** - the cost of replacing property without deduction for depreciation.

**Risk** – (1) A chance of loss. (2) A person or thing insured.

**Split Limits** – typically expressed when referring to liability limits in an automobile insurance policy; refers to separate limits for bodily injury each person/ bodily injury each accident/ property damage each accident.

**Surety Bond** – bonds that guarantees that a contractor will fulfill certain terms or conditions of the contract.

**Workers Compensation** – benefits payable to an employee for injury, disability, dismemberment, or death as a result of occupational hazard. The payments are a liability of the employer. (2) Insurance agreeing to pay the Workers Compensation benefits required by law on behalf of the employer.

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

FOR GOVERNMENT USE ONLY  
APPLICATION# \_\_\_\_\_  
VENDOR# \_\_\_\_\_

1. Occupational Tax License # \_\_\_\_\_ (Include Photocopy of Occupational Tax License)

2. Application Type: \_\_\_\_\_ New \_\_\_\_\_ Revised Date: \_\_\_\_\_

3. Company Tax ID Number: \_\_\_\_\_

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

5. Applicant Bid Request & Purchase Order Address.

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

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

6. Applicant Remittance Address

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

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

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

Commodity Code \_\_\_\_\_ Commodity Description \_\_\_\_\_  
Commodity Code \_\_\_\_\_ Commodity Description \_\_\_\_\_  
Commodity Code \_\_\_\_\_ Commodity Description \_\_\_\_\_

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

Website Address: \_\_\_\_\_ Website Email (if different from above) \_\_\_\_\_

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

\_\_\_\_\_

10. Other municipalities to whom your company submits bids? \_\_\_\_\_

11. Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date/Time: \_\_\_\_\_

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

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

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

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

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
			-				-	

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

Employer identification number								
			-					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

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

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form B2333 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form B2333.

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

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

### Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

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

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

## Exemptions

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

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

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 601(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3878).

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

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

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

**Part II. Certification**

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

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

**Signature requirements.** Complete the certification as indicated in items 1 through 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 requestor, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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* on page 1.

\*Note. 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, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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

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

For more information, see Publication 4635, *Identity Theft Prevention and Victim Assistance*.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) 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.

## COMMODITY CLASS LIST

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

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

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

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

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

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

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

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

### **E-Verify Contractor Requirements**

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

### **E-Verify Private Employer Requirements**

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

### **What is E-Verify?**

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

### **Where Do I Find My E-Verify Number?**

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

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

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

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

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

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

### **GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT**

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

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

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

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

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

*SEE AFFIDAVITS ON FOLLOWING PAGE*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Oconee County Board of Commissioners

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

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

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

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

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

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

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

9.3 (Form must be returned with proposal)

OCONEE COUNTY  
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION

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

REQUEST FOR PROPOSAL NUMBER (RFP) FY15-201501-01

RFP OPENING DATE/TIME: January 29, 2015; 2:00 p.m.

PROJECT NAME: HVAC Replacement-Brannen Building, Herman C. Michael Park

STATE OF GEORGIA

OCONEE COUNTY BOARD OF COMMISSIONERS

---

(Name Printed)

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

---

(Address)

and that he/she is the:

---

(Title)

---

(Firm Name & Address)

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

---

(Affiant Signature)

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

---

(Notary Public)

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

(SEAL)

**9.4 (Form must be returned with proposal)**

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

**COST PROPOSAL FORM  
REQUEST FOR PROPOSAL NUMBER (RFP)FY15-201501-01**

Please use this COST PROPOSAL Form to indicate the cost for this project. Your total cost must include ALL fees, travel, and any other costs needed to complete the project.

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

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

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

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

**DO YOU HAVE AN OCCUPATIONAL TAX LICENSE IN THE STATE OF GEORGIA?** \_\_\_\_\_

**LICENSED BY WHAT CITY/COUNTY?** \_\_\_\_\_

**OCCUPATIONAL TAX LICENSE#** \_\_\_\_\_ **FEDERAL TAX ID#** \_\_\_\_\_

**INDICATE LEGAL FORM OF BIDDER:**

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ Other (specify) \_\_\_\_\_

**DO YOU PLAN TO SUBCONTRACT ANY PORTION OF THIS PROJECT?** Yes \_\_\_\_\_ No \_\_\_\_\_

**THE UNDERSIGNED HEREBY PROPOSES THE ATTACHED TECHNICAL AND COST PROPOSAL TO RFP#FY15-201501-01, ISSUED BY OCONEE COUNTY ON JANUARY 8, 2015. ANY EXCEPTIONS SHALL BE CLEARLY MARKED IN THE ATTACHED COPY OF THE RFP.**

**PLEASE MARK OPTION:** A-\$----- B-\$----- C-\$-----

**WRITTEN PRICE** \_\_\_\_\_

\_\_\_\_\_  
(Firm/Company-*PRINTED*)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Contractor/Bidder, Title-*PRINTED*)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Signature/Date)

\_\_\_\_\_  
(Phone/Fax)

**9.5 (Form must be returned with proposal)**

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

**DRUG-FREE WORKPLACE CERTIFICATE  
REQUEST FOR PROPOSAL NUMBER (RFP) FY15-201501-01**

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: \_\_\_\_\_

9.6 (Form must be returned with proposal)

OCONEE COUNTY  
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION

FORM OF NON-COLLUSION AFFIDAVIT  
REQUEST FOR PROPOSAL NUMBER (RFP) FY15-201501-01

RFP OPENING DATE: January 29, 2015; 2:00 p.m.

PROJECT NAME: RFP#FY15-201501-01 HVAC Replacement-Brannen Building,  
Herman C. Michael Park

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)

**9.7 (Form must be returned with proposal)**

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

**CONTRACTOR REFERENCES  
REQUEST FOR PROPOSAL NUMBER (RFP) FY15-201501-01**

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 bid.

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