



Oconee County Board of Commissioners

Request for Proposal Number **FY1807-01**

Eagle Tavern Interior/Exterior Restorations and Repairs Project

MANDATORY PRE-SUBMITTAL MEETING: 9:00 AM, Thursday, August 10, 2017 "Local Time"

QUESTIONS DEADLINE: Prior to 9:00 AM, Tuesday, August 15, 2017 "Local Time"

ACCEPTANCE DATE: Prior to 2:00 PM, Friday, August 18, 2017 "Local Time"

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

Please submit one (1) unbound original, three (3) copies, and one (1) electronic file of your firm's Cost and Technical Proposal. All prospective Offerors who are qualified Contractors are invited to submit a proposal. Only contractors that attend the mandatory pre-submittal meeting will be allowed to submit final proposals.

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

INFORMATION REQUESTS: Nicole Brooks
(706) 769-3905
E-mail address: nbrooks@oconee.ga.us

This document can be downloaded from our web site:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1def60c9-84e7-4661-be40-b4c46b28eeb1>

Issue Date: August 3, 2017

REQUEST FOR PROPOSAL

Eagle Tavern Interior/Exterior Restorations and Repairs Project

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Prepared By: Karen T Barnett, CPPB For: Oconee County Operations & Facilities Department
Purchasing Officer

Eagle Tavern Interior/Exterior Restorations and Repairs Project

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from contractors to restore and repair the interior and exterior of the Eagle Tavern Museum and Log Cabin.

The project approach (Section 6.2) will be discussed at the mandatory pre-submittal meeting.

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 "Solicitations" page at 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.

4.0 STATEMENT OF QUALIFICATIONS

An Offeror's technical proposal shall contain a "Statement of Qualifications":

- a) General information about the firm, contact information
- b) Prior demonstrated experience in accomplishing similar projects;
- c) Demonstrated timeliness on similar projects;
- d) References, licenses and/or certificates supporting qualifications.
- e) Identification, qualifications and general capabilities of Contractor and Sub-Contractors

5.0 OCONEE COUNTY REQUIREMENTS

An Offeror shall meet Oconee County requirements:

5.1 Offeror and any Sub-contractors chosen by the Offeror shall be qualified Contractors.

5.2 Offeror must provide a photocopy of the firm's current certification of insurance.

5.3 The potential respondent shall attend a **mandatory pre-submittal meeting** as a pre-requisite to submitting a proposal. There will be an initial site visit during the pre-submittal meeting at the Oconee County Board of Commissioners, 23 North Main Street, Suite 205, Watkinsville, Georgia 30677 at **9:00 AM, Thursday, August 10, 2017**. Only those contractors attending the pre-submittal meeting will have their proposals considered for the project.

6.0 SCOPE OF PROJECT

6.1 Project Description

This revitalization project includes, but is not limited to, repairs and paint to all previously painted surfaces; repairs to the Cabin wooden Carriage House doors and the replacement of a decayed log between the Cabin doors. The Tavern and Cabin are period appropriate in appearance and structure and the contractor's repairs and restorations shall, as much as possible, be period appropriate as well.

6.2 Project Approach

The project approach (Section 6.2) will be discussed at the mandatory pre-submittal meeting. It is at the meeting where details of the project will be discussed and the museum and log cabin will be toured at the meeting's conclusion. The project manager will outline what specifically needs to be included in the cost proposal. Questions are encouraged and often help clarify the project approach for all Respondents.

THE FOLLOWING ARE MINIMUM EXPECTATIONS:

- Surfaces that are to be painted shall be pressure washed with a diluted bleach solution to clean and kill mildew. Surfaces are to be properly prepared by scraping, sanding, spot priming, caulking, and puttied as needed.
- Protect adjacent surfaces not to be painted.
- The siding is to be primed and receive two finish coats of paint to insure proper coverage matching existing color.
- The trim is to be spot primed and receive one finish coat of paint to match the existing color.
- Paint chips and debris are to be cleaned up on a daily basis and at completion of the job.

6.2.1 Exterior Paint Material to be used includes:

Porter Permaizer (or equal) exterior acrylic latex paint on the siding, trims, doors, gutters/downspouts, windows, and trim work. The ramp floor and front porches are to be painted with Flood Solid Stain (or equal).

6.2.2 Exterior Surfaces to be Painted Include:

- a) Siding: Prime and 2 coats of finish
- b) Fascia Boards: One coat finish
- c) Boxing/Soffit: One coat finish
- d) Doors: One coat finish
- e) Windows: One coat finish
- f) Shutters: One coat finish
- g) Gutters and Downspouts: One coat finish
- h) Wood Handrails: One coat finish
- i) Ramps: Two coats finish

- j) Front Porches: One coat finish
- k) Carriage House Doors on Cabin: Prime and two coats finish

6.2.3 Known Wood Repairs Include:

- a) Replace/rebuild two doors on the restroom outhouse.
- b) Replace bad boards of the ramp.
- c) Repair the bottom of the back doors and other soft spots on the trim around the exterior
- d) Repair soft spots on the two-left side of the Tavern shutters
- e) Replace trim around the base of the back steps.
- f) Replace wood treads on steps leading to the basement.
- g) Replace chewed up section of fascia board on the gable left side on the right end of the Tavern.
- h) Replace the bottom right board siding on the bottom right front of the Tavern.
- i) Replace the damaged hand hewn lower log between the restroom Cabin doors

6.2.4 Interior Paint Materials and Surfaces to be Painted Include:

- a) Scrape, Prime, and Two Coat All Interior Windows.
- b) Paint with Porter Advantage 900 acrylic enamel (or equal).
- c) Patch, Spot Prime, and Paint one coat on all the interior of the doors.
- d) Paint all the upstairs walls to match close to the existing color.
- e) Use Porter Hi-hide (or equal) interior acrylic latex paint on the walls.
- f) Sand, prime, and paint two coats of finish paint on the interior stair treads and risers.
- g) Material to be used includes Porter Glyptex (or equal) oil base enamel urethane.

6.3 Miscellaneous

Work and pricing includes removal and disposal of all renovation/construction debris and materials. 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.

7.0 TECHNICAL and COST PROPOSAL FORMAT

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

7.1 Recommended Technical Proposal Format:

7.1.1 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 contracting firm who is authorized to bind the firm in contractual matters.

7.1.2 Identification, Qualifications and General Capabilities Of Contractors and Sub-Contractors for this Project

This relates to the project principal, the project manager, key staff and any sub-contractors if applicable. This section should describe:

- a) Approximate number of people to be assigned to project;
- b) Team qualifications and experience of those anticipated to work on this project;
- c) Names of key members who will be performing the work on this project, and:
 - 1. Their responsibilities on this project
 - 2. Unique qualifications

7.1.3 Schedule, References & Insurance, Completeness

- a) Schedule- A schedule showing the start (after receipt of order), duration, and completion of the restoration/repairs of both facilities.
- b) References- A minimum of three (3) references are required. Each reference shall list a point of contact that may be contacted by the County.
- c) Insurance- Provide a current copy of the firm's insurance coverage
- d) Forms/Required Information- Provide all County Forms, if applicable, and a complete proposal submission.

7.1.4 Project Approach (See 6.2)

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:

- a) Describe the tasks and activities and the methodology that will be used to accomplish these tasks;
- b) Describe the products that would result from each task or activity;
- c) Identify points of input and review with staff; and
- d) The time frame estimated to complete each facility

7.2 Cost Proposal Format:

7.2.1 The cost proposal package should include:

Please submit a Cost Proposal Sheet, which is part of the mandatory forms, 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. An itemized cost may be required and attached to the lump sum cost proposal (TBD at the pre-submittal meeting). More than one proposal submitted by the same firm is not allowed (alternate proposals).

7.3 Evaluation Criteria & Selection

7.3.1 Evaluation Criteria

The selection committee will evaluate and rank the responsive Proposals by applying the weighted comparative evaluation criteria set forth below.

Criteria Description	Value
Team and Qualifications	25
Experience and Capabilities	25
Project Understanding and Approach	30
Cost Proposal	20

7.3.2 Selection

After the evaluation process is complete, the top-ranked Respondent will be either selected for award or offered the opportunity to negotiate the final terms of the agreement. If the Owner determines that the top-ranked Respondent's proposed final terms of the agreement are not advantageous to the Owner, the Owner may choose to either select or negotiate with the next-ranked Respondent.

8.0 INSTRUCTIONS TO OFFERORS

8.1 Vendor Registration And Bid Notification System

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

To Register or check if you are registered:

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

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

8.2 Subcontractors

All Offerors shall include a list of all subcontractors with their proposal. The County reserves the right to reject the successful respondent's selection of subcontractors for good cause. If a subcontractor is rejected, the contractor may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no

additional expense to the County nor shall it result in an extension of time without the County's approval.

8.3 Open Records

All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Oconee County Board of Commissioners. All such materials shall remain the property of Oconee County and will not be returned to the respondent.

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

8.4 Examination Of Proposal Documents

1. Before submitting a Proposal, each offeror shall:
 - a) Examine the Proposal Document Package thoroughly.
 - b) Become familiar with local conditions affecting cost of Work progress or performance.
 - c) Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or Work progress or performance.
 - d) Study and carefully correlate Applicant's observations with the Proposal Document Package.
 - e) Notify the County concerning conflicts, errors, or discrepancies in Proposal Document Package.
2. Proposal submission will constitute **Incontrovertible** representation that offeror understands and has complied with requirements contained in this Article, and the offeror has read and understood the Proposal Document Package and hereby stipulates that the documents are sufficient on scope and detail to indicate and convey understanding for terms and conditions in order to perform work.

8.5 Copies Of Proposal Documents

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

8.6 Addenda And Interpretations

1. All questions shall be directed to Ms. Nickey Brooks of the Oconee County Operations and Facilities Department by email at nbrookst@oconee.ga.us no later than **9:00 AM**

on Tuesday, August 15, 2017. Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2. If any revisions to the RFP or procurement process become necessary or desirable, the Owner may issue written addenda. **The Owner will not transmit addenda to potential Respondents.**

The Owner will post all addenda on the Owner Project website at the following address:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1def60c9-84e7-4661-be40-b4c46b28eeb1>

It is the Respondent's responsibility to obtain all addenda prior to submitting its Proposal.

8.7 Submission of Proposals

1. Sealed Proposal

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

Proposals will be received until **2:00 PM local time on Friday, August 18, 2017** to the attention of Karen Barnett, CPPB, Purchasing Officer in the Oconee County Courthouse Purchasing Office, Finance Department, Suite 203 at 23 North Main Street, Watkinsville, Georgia 30677.

Submittals or modifications received after the due date and time will not be considered. Oconee County Government assumes no responsibility for the premature opening of submittals not properly addressed and identified, and/or delivered to the proper destination. Late proposals properly addressed to the Oconee County Board of Commissioners shall be returned to the respondent unopened.

2. Driving Directions

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

3. County Forms and Documents

In Attachment A of the RFP documents, a checklist of all County forms and documents required is provided. Utilizing this list will help ensure you have met Oconee County requirements and put together a successful proposal.

1. Each Proposal shall contain the following completed forms. County forms must be used without substitution unless otherwise specified. They are:

- a) Addenda Acknowledgement Form
- b) Respondent's Information Sheet
- c) Local Business Initiative Affidavit
- d) Execution of Proposal
- e) Respondent's Certification and Non-Collusion Affidavit:
- f) Drug-Free Workplace Certificate
- g) **Georgia Security and Immigration Compliance Act Affidavit***
 - **Contractor Affidavit**
 - Sub-Contractor Affidavit
- h) List of Subcontractors
- i) References Form
- j) W-9 (Form not provided)
- k) Current copy of Certificate of Insurance (Form not provided)

****Must be submitted with proposal or it will be deemed non-responsive.***

2. Applicants should submit one (1) unbound original, three (3) copies and one (1) digital copy of technical and cost proposal, as well as all applicable forms. If any of the forms do not apply to you, please mark "N/A" on the form and include it in the proposal.

8.8 Insurance

The Contractor is responsible for all personal/liability insurance and worker's compensation coverage for himself and all employees as described in Exhibit A of this RFP.

8.9 Opening Of Proposals

Proposals will be publicly opened and names of submitting firms will be read at **2:00 PM on Friday, August 18, 2017** at the Oconee County Courthouse, Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, Georgia 30677.

8.10 Proposals To Remain Open

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

8.11 Award of Price Agreement/Contract

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

In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of proposals. Negligence on the part of the

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

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

2. Contract will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject Proposals or award Proposal based upon anything other than the County's sole discretion as described herein.
3. The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
4. The County may conduct investigations deemed necessary to assist in evaluating Proposals and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Proposal from any Applicant not passing evaluation.
5. The County will award the contract at the County's Discretion.

8.12 REQUIRED DOCUMENTS AFTER AWARD

1. Occupational Tax License:

Applicant shall provide evidence of a valid **Oconee County** occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.

2. Certificate of Insurance:

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

3. Performance and Payment Bonds, if required per RFP documents:

No bonds are required for this RFP.

9.0 AGREEMENT TERMS AND CONDITIONS

General contractors interested in obtaining a contract with Oconee County, GA to provide interior/exterior restoration and repair services at the Eagle Tavern Museum and Log Cabin in Watkinsville, Georgia shall prepare a written proposal to include, but not be limited to, the following terms and conditions.

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 Local Business Initiative

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

9.6 Georgia Security and Immigration Compliance Act

Contractors submitting a proposal in response to this RFP must provide the following information in the submittal to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

1. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
2. By completing the affidavit that is provided with this solicitation, the contractor is attesting to the following:
 - a) The affiant has registered with and is authorized to use the federal work authorization program;
 - b) The user identification number and date of authorization for the affiant;
 - c) The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d) Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e) Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
3. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

9.7 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.

9.8 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.

9.9 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

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.

9.10 Assignment of Contract

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

9.11 Termination

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

1. Termination for Convenience

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

2. Termination for Cause

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

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

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

9.12 Agreement Disputes

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

9.13 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.

9.14 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.

9.15 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

9.16 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.

9.17 Non-Collusion Affidavit

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

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

9.18 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.

9.19 Anti-Discrimination

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

U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

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

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

9.20 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.

9.21 Change Orders

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

of Commissioners, the Finance Department will issue a contract amendment for signature.

9.22 Safety Measures

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

9.23 Contractor's Title to Materials

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

9.24 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.

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

9.25 Brand or Manufacturer's Reference

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

Attachment A

Offeror's Checklist and Required Forms

Exhibit A

Oconee County Insurance Requirements

(End of RFP Documents)



Oconee County Board of Commissioners

Request for Proposal

ATTACHMENT A

1. Offeror's Checklist & Required Forms



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
OFFEROR'S CHECKLIST**

Company Name: _____

ITEM DESCRIPTION

Offeror's Checklist

1. Required Forms:

- Addenda Acknowledgement Form
- Respondent's Information Form
- Local Business Initiative Affidavit
- Execution of Proposal
- Respondent's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Subcontractor Affidavit (if applicable)
- W-9

2. Requested Information per Technical portion of the RFP (Section 7.0):

- General description of Contracting Firm & Sub-Contractor's List
- General Capabilities of Firm
- Recent Experience; Respondent's Reference Form
- Licenses- Current Copy of Any Licenses/Certifications/Permits
- Copy of Current Insurance/Certificate of Insurance
- Any other information Offeror would like to include.
- Cost Proposal (sealed in separate envelope)

Authorized Signature

Title

Print Name

Date

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



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
Addenda Acknowledgement**

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

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative Name/Title
(Print or Type)

Email

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

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



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
Respondent's Information Form**

1. Legal Business Name _____

2. Physical Address _____

3. Billing Address _____

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

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone _____ Fax _____

8. E-mail _____ Company Website _____

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

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



RFP #FY1807-01

Eagle Tavern Interior/Exterior Renovation and Repairs Project

Local Business Affidavit of Eligibility

*Legal Name of Business: _____

1. Mailing Address: _____

Physical Address: (if different) _____

2. Year business was established in Oconee County: _____

3. Occupational Tax License number issued and County/City where issued: _____

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

5. Does your business have more than one office in Oconee County? Yes No

If yes, specify the location(s): _____

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

7. Does your business have any locations outside of Oconee County? Yes No

If yes, specify the locations(s): _____

8. Bank (branch in Oconee County): _____

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

Attest: _____

*Authorized Signature: _____

Sworn to and subscribed before me this _____

*Print Name: _____

day of _____, 20_____

*Title: _____

Commission Expires: _____

(Seal)

*Non-Local Business _____
(Check Here)

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



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
Execution of Proposal**

DATE: _____

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

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

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

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

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

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the time frame required.

(Typed or Printed) **Business Name**

Authorized Signature

Date

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

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



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
Respondent's Certificate and Statement of Non-Collusion**

I _____ certify that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **RFP #FY1807-01 Eagle Tavern Renovation Project** was issued except: 1) through the Purchasing Office 2) at the Pre-Conference Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any Contractor violating this provision.**

I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative Name/Title
(Print or Type)

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



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
Drug-Free Workplace**

I hereby certify that I am a principle and duly authorized representative of:

Whose address is:

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with _____,

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 paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

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



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

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

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

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

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

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

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Karen T. Barnett, CPPB
Oconee County Purchasing Officer
23 N. Main Street, Suite 206
Watkinsville, GA 30677
Fax: (706) 310-3574
Email: kbarnett@oconee.ga.us



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	RFP#FY1807-01

CONTRACTOR AFFIDAVIT

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

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	RFP#FY1807-01

SUBCONTRACTOR AFFIDAVIT

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



RFP #FY1807-01

**Eagle Tavern Interior/Exterior Renovation and Repairs Project
Sub-Contractors**

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

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

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



RFP #FY1807-01

Eagle Tavern Interior/Exterior Renovation and Repairs Project
Contractor References

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

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

RFP #FY1807-01
Eagle Tavern Interior/Exterior Renovation and Repairs Project
Cost Proposal Form

This Proposal Pricing Schedule must be attached to your Proposal and submitted in a separate sealed envelope, identified with the project name, proposal number, date of opening, company name, and "fee proposal" indicated on the outside of envelope.

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

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

By submission of this response, I also certify that the RESPONDENT has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception **Yes** ____ **No** ____.

Any exceptions are clearly marked on the RFP documents and attached to this cost proposal.

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.

Respondent: _____ Firm: _____

Telephone #: _____ Email: _____

Address: _____

All required forms have been completed and submitted with the proposal **Yes** ____ **No** ____.

Do you have an Oconee County Occupational Tax Certificate (Business License)? **Yes** ____
No ____

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

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

TOTAL LUMP SUM COST \$ _____

(Total Lump Sum Cost, Written)

Signature of Respondent _____ **Date** _____



Oconee County Board of Commissioners

EXHIBIT

A. Oconee County Insurance Requirements

Exhibit A

Oconee County Insurance Requirements

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

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

Important:

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

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

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

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

Exhibit A

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

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

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

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

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

Commercial General Liability (CGL):

Exhibit A

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

Automobile Liability

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

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

2. Asbestos Abatement:

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

Commercial General Liability (CGL):

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

Automobile Liability

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

Each Occurrence	\$ 3,000,000
-----------------	--------------

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

Exhibit A

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

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

4. **Consulting Services:**

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

Exhibit A

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

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

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

7. **Food Service:**

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

Exhibit A

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

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

9. Landscaping / Lawn Care:

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

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

Environmental Impairment Liability (with 1 year extended reporting period)

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

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

Exhibit A

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

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

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

11. Pest Control:

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

Exhibit A

Automobile Liability

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

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

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

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

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

Exhibit A

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

14. Security:

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

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

15. Staffing Services:

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

Exhibit A

Automobile Liability

Combined Single Limit

\$ 1,000,000

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