

# **Invitation to Bid**

**Bid Control Number FY16-201501-02**



**ANNUAL PEST CONTROL CONTRACT**

**Oconee County Board of Commissioners**

**Oconee County Operations & Facilities Department**

**Issue Date: January 22, 2015**

**Mandatory Pre-Bid Meeting: Friday, January 30, 2015; 2:00 p.m.**

**Questions/Answers Deadline: Friday, February 6, 2015; 5:00 p.m.**

**Bid Opening Date/Time: Friday, February 13, 2015; 2:00 p. m.**

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

**January 22, 2015**  
**Oconee County Board of Commissioners**  
**23 N Main Street**  
**Watkinsville, GA 30677**  
**Invitation to Bid (ITB) #FY16-201501-02**

**Annual Pest Control Services**

Sealed bids will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Suite 206, 23 N. Main Street, Watkinsville, GA. 30677, until **2:00 p.m., Friday, February 13, 2015** for the Oconee County Annual Pest Control Services for Fiscal Year (FY)16 which begins July 1, 2015 and ends June 30, 2016. Please see the bid documents for full specifications. Bid, performance, and payment bonds are not required.

At that time, date, and place given above, Suite 205, the sealed bids will be publicly opened and read aloud. Specifications and bid forms can be obtained from the Office of the Purchasing Officer or the Oconee County Website at [www.oconeecounty.com](http://www.oconeecounty.com).

A mandatory pre-bid meeting will be held at **2:00 p.m. on January 30, 2015** at the Commission Chambers, Suite 205, at the place given above. All interested parties are required to attend. The purpose of this meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bidding document. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is mandatory to qualify as a bidder.

Questions regarding this ITB 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 **5:00 p m. on Friday, February 6, 2015**.

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

Oconee County Board of Commissioners  
G. Melvin Davis

**Oconee County Board of Commissioners  
 Invitation for Bid#FY16-201501-02  
 Annual Pest Control Services**

**SECTION I – GENERAL OVERVIEW**

**A. PURPOSE**

Oconee County Board of Commissioners is issuing this Invitation for Bid (ITB) to solicit services from all interested, qualified, and licensed Contractors who specialize in Pest Control Services and who are licensed in accordance with the Georgia Pesticide and Application Act and the Environmental Protection Agency. The successful Pest Control Company shall provide all equipment, materials and labor for pest control services as needed in various Oconee County locations beginning FY2016 (July 1, 2015 through June 30, 2016). Termite Control is NOT part of this bid. The County does not guarantee a minimum value for this contract. Specifications are detailed under Section II.

**B. INFORMATION TO VENDORS**

**1. ITB TIMETABLE**

The anticipated schedule for the ITB is as follows:

ITB Released	January 22, 2015
Mandatory Pre-Bid Meeting	January 30, 2015 at 2:00 PM EST
Deadline for questions to Oconee County to kbarnett@oconee.ga.us	February 6, 2015 at 5:00PM EST
Deadline for Addenda posted on www.oconeecounty.com under Bid Opportunities	February 11, 2015 at 5:00PM EST
Submittal deadline	February 13, 2015 at 2:00PM EST
Tentative Award Date	Tuesday March 3, 2015

Chart 1

**2. BID SUBMISSION**

One (1) unbound original and three (3) copies of the complete signed submittal must be received **Friday, February 13, 2015 AT 2:00 PM, EASTERN STANDARD TIME (ETA)** Bids must be submitted in a **sealed envelope** stating on the outside, the Contractor's name, address, Bid #**FY16-201501-02 ITB PEST CONTROL SERVICES** to:

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

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

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

Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to Friday, February 13, 2015; 2:00 p m Local Time, at which time they will be publicly opened and read aloud in the Commission Chambers of the Oconee County Courthouse, 23 N. Main St., Watkinsville, GA 30677. ITB Documents are available upon request from the Oconee County Purchasing Office or by accessing the County's Website at [www.oconeecounty.com](http://www.oconeecounty.com). There will be a mandatory pre-bid meeting held on January 30, 2015 at 2:00 p.m. Local Time (see Item #22). In the Commission Chambers, Suite 205, at the Oconee County Courthouse. A Site Tour of the proposed properties will be available at the end of the meeting.

### 3. CONTACT PERSON

Contractors are encouraged to contact **Karen T. Barnett, CPPB, Purchasing Officer at (706)769-2944, by fax at (706) 310-3574 or email [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us)** to clarify any part of the ITB requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the contractor's submittal.

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

### 4. ADDITIONAL INFORMATION/ADDENDA

Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.

***Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the Bid submittal. Bid submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the offer if the addendum contains information that substantively changes the Owner's requirements.***

5. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered.

Modifications to bid submittals received after the due date will not be considered. Oconee County Government assumes no responsibility for the premature opening of Bids not properly addressed and identified, and/or delivered to the proper designation.

6. REJECTION OF PROPOSALS/CANCELLATION

Oconee County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Oconee County.

Oconee County reserves the right to cancel this ITB at any time.

7. MINIMUM ITB ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a response to this ITB, the vendor represents and warrants that such 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 vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the Contractor has not in any manner sought by collusion to secure to that vendor any advantage over any other Contractor.

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

9. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the ITB to the Oconee County Board of Commissioners, or any work performed in connection therewith is the responsibility of the Contractor(s).

10. DEFINITIONS:

- a) Addendum: A change, addition, alteration, correction, or revision to a bid or contract document.
- b) Bid Schedule/Form: The form in which the response is submitted by a bidder for an invitation for bid.
- c) Contractor: The party in a contract responsible for performing the service defined in the contract.

- d) Invitation for Bid: All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.
- e) Responsive Bidder: A person who has submitted a bid that conforms to all material respects to the invitation for bids.
- f) Responsible Bidder: A person who has the capacity, in all respects, to perform the contract requirements fully and the moral and business integrity and reliability to assure good faith performance.
- g) Qualified Vendor: One who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within these specifications.

11. SIGNATURE REQUIRED:

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids. A VALID BID OFFER MUST BE SIGNED.

12. QUESTIONS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested five (5) working days prior to bid opening, unless otherwise specified, in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Office will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Procurement Officer prior to bid submittal or checking the county website at [www.oconecounty.com](http://www.oconecounty.com) prior to bid submittal.

13. EVALUATION AND AWARD CRITERIA:

- a) Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right

to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

- b) The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

14. ERROR IN COST SHEET

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

15. PATENT INDEMNITY:

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

16. COMPLIANCE WITH LAWS AND ELIGIBILITY:

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

17. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other

language, then the supplier may make notes to those areas, but may not materially alter any document language.

18. QUALITY:

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

19. GUARANTEE:

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

20. LOCAL VENDOR PREFERENCE:

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.

21. RULE FOR AWARD/RENEWAL CLAUSE:

Bid will be awarded to the responsive and responsible bidder with the lowest 'per unit' or "Lump Sum" price (which ever may apply) for the first year of the contract. This contract may be renewed up to four (4) successive one year periods contingent upon the appropriation of funds by the Oconee County Board of



Commissioners in the annual budget for such Fiscal Year. The execution of all documents is subject to the Finance Director's approval. Written notice shall be given approximately 60 days prior to the expiration date of each contract period.

Contractor shall provide Oconee County with written documentation, during the 60 day notification of any additional adjustments to be negotiated and justification for each adjustment. Any adjustment to original contract negotiated or otherwise, shall be at the sole discretion of Oconee County.

22. MANDATORY PRE-BID MEETING:

A Mandatory Pre-Bid Meeting is scheduled for this ITB for January 30, 2015 at 2:00 PM EST at the Oconee County Courthouse – Commission Chambers, 23 N. Main Street, Suite 205, Watkinsville, GA 30677, to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bidding document. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is mandatory to qualify as a bidder.

23. OPEN RECORDS

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

24. ANTI-DISCRIMINATION

Oconee County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Invitation for Bid and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

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

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

**25. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

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

- A. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
  - 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.
- C. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

**26. PLEASE SEND ALL INVOICES TO:**

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

Proposals shall be mailed or delivered to:

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

END OF INSTRUCTIONS TO BIDDERS

**Oconee County Board of Commissioners**  
**Invitation for Bid#FY16-201501-02**  
**Annual Pest Control Services**

**SECTION II – GENERAL CONDITIONS**

**A. PURPOSE**

Oconee County Board of Commissioners is issuing this Invitation to Bid (ITB) to solicit services from all interested, qualified, and licensed vendors who specialize in Pest Control Services and who are licensed in accordance with the Georgia Pesticide and Application Act and the Environmental Protection Agency. The successful Pest Control Company shall provide all equipment, materials and labor for pest control services as needed in various Oconee County locations beginning FY2016. Termite Control is NOT part of this bid. The County does not guarantee a minimum value for this contract. Specifications are detailed under this section.

**B. CONTRACT PERIOD**

The initial term of a contract awarded as a result of this ITB shall be from July 1, 2015 through June 30, 2016. The contract may be renewed according to the terms stated herein for four (4) additional one (1) year periods.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

This contract may be renewed up to four (4) successive one year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such Fiscal Year. The execution of all documents is subject to the Finance Director's approval. Written notice shall be given approximately 60 days prior to the expiration date of each contract period.

Contractor shall provide Oconee County with written documentation, during the 60 day notification of any additional adjustments to be negotiated and justification for each adjustment. Any adjustment to original contract negotiated or otherwise, shall be at the sole discretion of Oconee County.

**C. SCOPE OF WORK**

**Specifications**

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the County, will be made part of this Agreement.

Vendors/Contractors interested in obtaining a contract with Oconee County for providing PEST CONTROL SERVICES shall prepare a written bid to include, but not be limited to, the following terms and conditions:

1. Contractor shall provide Facilities Director with the MSDS sheets, if available on all products to be used prior to first application. All chemicals used must be in accordance with the Georgia Pesticide and Application Act and the Environmental Protection Agency.
2. Contractor must be an established business with a minimum of five (5) years hands-on experience in Pest Control Services.
3. Oconee County reserves the right to amend locations during the course of the term contract.
4. Attachment 1 in SECTION III is a list of buildings and/or locations that will require monthly pest control services. The list provided includes the locations to be serviced but is not limited to just those properties should the County make an amendment. The list also provides the frequency areas of service.
5. Contractors shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

#### **Delivery of Services**

1. For the purposes of pricing service calls, Oconee County's "normal business hours" are defined as being: **8:00 AM to 5:00 PM**, Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered "outside normal business hours". For a complete listing of all county observed holidays visit [www.oconeecounty.com](http://www.oconeecounty.com) .
2. Some areas, such as kitchens at the Detention Center, Civic Center and Senior Center, will require special scheduling for safe treatment.
3. The successful Contractor must coordinate and schedule all treatments with the Facilities Department. Failure to coordinate in advance may result in vendor not being able to treat facilities. Oconee County will not pay for services not rendered due to lack to scheduling.
4. Contractor must turn in a copy of the Facility Checklist and Invoice to the Facilities Department. These documents should be clearly signed by a Department Representative to receive services.

#### **Inspections and Treatment**

1. All areas are to be inspected on a monthly basis. The Contractor shall provide preventative treatment to prevent infestations.

2. Infestations shall be treated urgently until controlled at no additional charge to the County.
3. Service is to include crawlings, insects, flying insects, rats, and mice. Termite Control is NOT included.
4. The inside of facilities listed to be serviced includes but are not limited to offices, hallways, restrooms, break areas, elevators and conference rooms.
5. Outside areas of the buildings are to be inspected and treated as needed. Doorframes, window frames, fan ports, foundation walls, dumpsters and trashcans, storm drain covers and grease traps.
6. Recommended non-routine service must be approved by the Facilities Director before any service is performed.

### **Exceptions**

Non-routine installations, repairs, or services that will cost over \$750.00 must be performed under the issuing of a Purchase Order by the Finance Department. Contractor shall submit proposed service as a quote to Facilities or the requesting Department Head before any work begins.

### **Changes**

Pricing for the 2016 Fiscal Year shall remain as bid for the entire year. Changes in the number or size of the areas to be serviced will require a contract amendment. The Bidder shall submit a price change request to purchasing detailing the additional services required with the associated costs. If approved, the Finance Department will issue a contract amendment for signature.

### **Subcontracting**

Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Contractor, must receive the approval of the Oconee County Facilities Director or designee prior to any such undertaking. The County may terminate the contract if the subcontracting is done without this approval.

### **Safety Measures**

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

### **Permits and Licensure Requirements**

Bidder MUST hold a current pesticide license issued by the State of Georgia. Proof of licensing: **Bidder shall submit proof of professional license, insurance and occupational tax license in bid response.** Contractors who do not hold an occupational

tax license will be required to register their license within ten (10) days of award. There is not a requirement to hold an occupational tax license at time of submittal.

**Pricing**

1. Bidder must complete the Bidder's Cost Form.
2. Pricing shall remain as bid for the entire 12-month contract period.
3. Billable work will begin at time Contractor or their employee(s) arrive on County job site. County will not pay for travel time to job site.

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

**D. GENERAL TERMS AND CONDITIONS**

**1. Contract and Contract Documents**

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

**2. DEFINITIONS**

- (a) "Owner": Oconee County Board of Commissioners.
- (b) "County": Oconee County, Ga.
- (c) "Contractor": The person, firm or corporation with whom the Owner has executed the Agreement.
- (d) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (e) "Work on (at) the project": Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

**3. MATERIALS, SERVICES AND FACILITIES**

- (a) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence,

temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

- (b) Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

#### **4. CONTRACTOR'S TITLE TO MATERIALS**

- (a) 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.

#### **5. INSPECTION AND SUPERVISION**

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

#### **6. 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. 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.

#### **8. 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



30677

**9. 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.

**10. 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.

**11. OCCUPATIONAL TAX LICENSE REQUIREMENT**

All firms or individuals doing business with Oconee County are required to have a current occupational tax license.

**12. INSURANCE**

Please see attached Oconee County Insurance Requirements (Section III: Attachment 2)

**13. 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.

**14. 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.

**15. WORKMANSHIP**

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

**16. 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

**17. 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.

**18. INVOICING AND PAYMENT**

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

Invoices shall be submitted to:

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

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

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

**19. 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.

#### **20. ASSIGNMENT OF CONTRACT**

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

#### **21. SURVEY, PERMITS AND REGULATIONS**

Unless otherwise expressly provided for in this contract, the Contractor will furnish to the Owner all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

#### **22. CHANGES IN WORK**

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

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

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

### **23. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

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

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

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

### **24. CORRECTION OF WORK**

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

### **25. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a

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

## 26. 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.

## 27. BID BONDS, PERFORMANCE AND PAYMENT BONDS

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

## 28. 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.

## 29. SEVERABILITY

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

## 30. 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.

**31. 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:

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

**END OF SECTION II ANNUAL PEST CONTROL SERVICES**

# **Attachments**

**Bid Control Number FY16-201501-02**



## **Oconee County Annual Pest Control Services**

**Oconee County Board of Commissioners**

**Operations & Facilities Department**

**Issue Date: January 22, 2015**

**Pre-Bid Meeting: Friday, January 30, 2015; 2:00 p.m.**

**Questions Deadline: Friday, February 6, 2015; 2:00 p. m.**

**Bid Opening Date/Time: Friday, February 13, 2013; 2:00 p. m.**

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



## Oconee County Board of Commissioners

### SPECIFICATIONS

#### PEST CONTROL FOR MUNICIPAL BUILDINGS RFP#FY16-201501-01

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#### **BUILDINGS TO BE SERVICED:**

##### **Courthouse Campus:**

Courthouse: 23 N. Main St Watkinsville, GA 30677  
Board of Elections Building: 10 Court St Watkinsville, GA 30677  
4-H Building: 23 Water St Watkinsville, GA 30677  
Probation Office Old Jail Building: 23 N. Main St Watkinsville, GA 30677  
Ward Building: 3 N. Third St Watkinsville, GA 30677  
Eagle Tavern: 26 N. Main St Watkinsville, GA 30677  
Eagle Tavern Cabin: 26 N. Main St Watkinsville, GA 30677  
Dolvin Building A: 22 N. Main St Watkinsville, GA 30677  
Dolvin Building B: 22 N. Main St Watkinsville, GA 30677  
Welcome Center: 22 North Main St Watkinsville, GA 30677

##### **Watkinsville Area:**

Health Department: 1060 Experiment Station Rd Watkinsville, GA 30677  
Watkinsville Library: 1080 Experiment Station Rd Watkinsville, GA 30677  
Road Department: 1150 Industrial Dr. Main Bldg w/Office Space.  
Sewer lab Building, 1051 Charity Ln, Watkinsville, GA 30677  
Sewer Membrane Building, 1051 Charity Ln, Watkinsville, GA 30677  
St Mary's Trailer, 6221 Macon Hwy, Watkinsville, GA 30677

##### **Sheriff's Office Campus (Jail Entrance):**

Jail: 1140 Experiment Station Rd Watkinsville, GA 30677  
Office Areas 1st: 1140 Experiment Station Rd Watkinsville, GA 30677  
Office Areas 2nd: 1140 Experiment Station Rd Watkinsville, GA 30677  
E-911 Building: 1140 Experiment Station Rd Watkinsville, GA 30677  
Frank Norris Building: 1140 Experiment Station Rd Watkinsville, GA 30677

##### **Oconee County Government Annex:**

Main Office Building: 1291 Greensboro Hwy Watkinsville, GA 30677  
Utility Dept. Shop & Lab: 1291 Greensboro Hwy Watkinsville, GA 30677  
Facilities Building/Shop: 1291 Greensboro Hwy Watkinsville, GA 30677

##### **Remote Facilities:**

Bishop Community Center: Hwy 441 S. Bishop, GA 30621  
Fleet Office/Shop: 2121 Rays Church Rd Bishop, GA 30621  
Civic Center 1st: 2661 Hog Mountain Rd Watkinsville, GA 30677



LAS House, 1381 Rocky Branch Rd  
LAS Shop, 1381 Rocky Branch Rd  
William Daniell House: 1170 Founders Blvd Athens, GA 30606  
Bogart Library: 200 S. Burson Ave Bogart, GA 30622  
Animal Control: 1171 Branch Rd Bishop, GA 30621

**Fire Stations:**

Watkinsville Station # 1: 7580 Macon Hwy Watkinsville, GA 30677  
Farmington Station # 2: 2590 Old Farmington Rd Farmington, GA 30638  
Dark Corner Station # 4: 7620 Hog Mountain Rd Statham, GA 30666  
East Oconee Station # 5: 4931 Greensboro Hwy Watkinsville, GA 30677  
North High Shoals Station # 6: 200 Hillsboro Rd North High Shoals, GA 30645  
Bogart Station # 7: 1931 McNutt Creek Rd Bogart, GA 30622  
Barber Creek Station # 8: 1050 Oconee Connector Watkinsville, GA 30677

**Sanitation Recycling Sites:**

Butler's Crossing: 1030 Rankin Road Watkinsville, GA 30677  
Hwy 15: 2001 Greensboro Hwy Watkinsville, GA 30677  
Hwy 53: 6331 Hwy 53 Watkinsville, GA 30677  
Landfill: 2721 Macon Hwy Farmington, GA 30638  
Mars Hill: 1270 Jimmy Daniell Rd Watkinsville, GA 30677

**Herman C. Michael Park:**

John Brennen Building: 1051 Elder Rd Bishop, GA 30621  
Concession: 1051 Elder Rd Bishop, GA 30621  
Restroom: 1051 Elder Rd Bishop, GA 30621  
Field # 2 Press Box: 1051 Elder Rd Bishop, GA 30621  
Switchgear Building: 1051 Elder Rd Bishop, GA 30621  
Chemical Shed: 1051 Elder Rd Bishop, GA 30621  
Maintenance Shed: 1051 Elder Rd Bishop, GA 30621  
Fuel Shed: 1051 Elder Rd Bishop, GA 30621  
Warehouse: 1051 Elder Rd Bishop, GA 30621

**Oconee Veterans Park:**

Maintenance Shop: 3500 Hog Mountain Rd Watkinsville, GA 30677  
Irrigation Pumphouse: 3500 Hog Mountain Rd Watkinsville, GA 30677  
Baseball Concession: 3500 Hog Mountain Rd Watkinsville, GA 30677  
Soccer Concession: 3500 Hog Mountain Rd Watkinsville, GA 30677  
Tennis Restroom: 3500 Hog Mountain Rd Watkinsville, GA 30677  
Senior Center: 3500 Hog Mountain Rd Watkinsville, GA 30677  
Community Center: 3500 Hog Mountain Rd Watkinsville, GA 30677

**Heritage Park:**

Maintenance Building: 2543 Macon Hwy Watkinsville, GA 30677  
Barn: 2543 Macon Hwy Watkinsville, GA 30677  
Mens Room (2): 2543 Macon Hwy Watkinsville, GA 30677  
Ladies Room (2): 2543 Macon Hwy Watkinsville, GA 30677  
Old Pumphouse: 2543 Macon Hwy Watkinsville, GA 30677  
New Pumphouse: 2543 Macon Hwy Watkinsville, GA 30677  
Log Cabin: 2543 Macon Hwy Watkinsville, GA 30677 Log Cabin 1  
School House: 2543 Macon Hwy Watkinsville, GA 30677

Old Animal Control: 2543 Macon Hwy Watkinsville, GA 30677

**Bogart Park:**

Office: 200 S. Burson Ave Bogart, GA 30622

Concession: 200 S. Burson Ave Bogart, GA 30622

Restroom: 200 S. Burson Ave Bogart, GA 30622

Utility Building # 5: 200 S. Burson Ave Bogart, GA 30622

Utility Building # 6: 200 S. Burson Ave Bogart, GA 30622

Maintenance/Recycle Building: 200 S. Burson Ave Bogart, GA 30622

Pumphouse: 200 S. Burson Ave Bogart, GA 30622

ACTS Building: 130 E. Thompson Street Bogart, GA 30622

**FREQUENCY OF SERVICE:**

Buildings will be serviced minimum of once per month. Should additional service be required between regularly scheduled treatments, they will be provided at no additional charge.

**AREAS OF SERVICE:**

- Areas to be treated once per month include the following:
  1. All restrooms, janitor's closets, and areas deemed water sources for pests.
  2. All break rooms, lounges, and kitchens.
  3. All electrical rooms, boiler rooms and fire connections.
  4. All basements, storage area, and garages.
  5. All offices.
  6. All entry points and stairwells.

Any additional areas will be serviced as indicated by pest sightings.

**See "Section II: C. Scope of Work" for additional specifications to this Invitation to Bid.**

### Oconee County Insurance Requirements

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

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

**Important:**

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

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

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

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

Section III: Attachment 2

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

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

<b>Workers Compensation (WC):</b>	<b>Statutory Limits – required in all contracts</b>
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 500,000
<b>Commercial General Liability (CGL):</b>	
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

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**B. HIGH RISK INSURANCE LIMITS**

**Ambulance Service:**

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

Commercial General Liability (CGL):

Section III: Attachment 2

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):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
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 Remodeling and Construction:** This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

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

If hazardous substances are involved:

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

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

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

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

**E: Consulting Services:**

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

Section III: Attachment 2

**Commercial General Liability (CGL):**

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

**Automobile Liability**

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

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

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

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

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

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

**H: Food Service:**

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



Section III: Attachment 2

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
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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.

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

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

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

**L: Pest Control:**

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

Section III: Attachment 2

Automobile Liability

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

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

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

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

---

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

Section III: Attachment 2

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

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

**P: Staffing Services:**

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

Section III: Attachment 2

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.

# **Bidder's Checklist**

**Bid Control Number FY16-201501-02**



## **Oconee County Annual Pest Control Services**

**Oconee County Board of Commissioners**

**Operations & Facilities Department**

**Issue Date: January 22, 2015**

**Pre-Bid Meeting: Friday, January 30, 2015; 2:00 p.m.**

**Questions Deadline: Friday, February 6, 2015; 2:00 p. m.**

**Bid Opening Date/Time: Friday, February 13, 2013; 2:00 p. m.**

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



**ITB #FY16-201501-02**  
**ANNUAL PEST CONTROL SERVICES**  
**BIDDER'S CHECKLIST**

**Company Name:** \_\_\_\_\_

Please indicate you have completed the following documentation and submit them in the following order.

**ITEM DESCRIPTION**

---

- Bidder's Checklist
- Bidder's Information Form
- Bidder's Cost Sheet
- Bidder's Reference Form
- Execution of Bid Submittal
- Addenda Acknowledgement Form and Any Addenda Issued
- Bidder's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
  - Contractor Affidavit
  - Subcontractor Affidavit (if applicable)
- Sub-Contractor's List
- Proof of Insurance/Certificate of Insurance
- Completed W9
- Copy of Valid Business License
- Copy of Any Licenses/Certifications Requested within ITB (Pesticide Licenses)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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



**ITB #FY16-201501-02  
ANNUAL PEST CONTROL SERVICES  
BIDDERS INFORMATION FORM**

1. Legal Business Name \_\_\_\_\_

2. Street Address \_\_\_\_\_

3. City, State & Zip \_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM  
THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**



#	BUILDING NAME & ADDRESS	BUILDING SIZE/APPROX. SF	MONTHLY COST	ANNUAL COST
<b>Courthouse Campus</b>				
1	Courthouse: 23 N. Main St Watkinsville, GA 30677	36,603 SQ FT		
2	Board of Elections Building: 10 Court St Watkinsville, GA 30677	2,400 SQ FT		
3	4-H Building: 1420 Experiment Station Rd. Watkinsville, GA 30677	2,598 SQ FT		
4	Probation Office Old Jail Building: 23 N. Main St Watkinsville, GA 30677	3,542 SQ FT		
5	Ward Building: 3 N. Third St Watkinsville, GA 30677	1,447 SQ FT		
6	Eagle Tavern: 26 N. Main St Watkinsville, GA 30677	1,296 SQ FT		
7	Eagle Tavern Cabin: 26 N. Main St Watkinsville, GA 30677	375 SQ FT		
8	Dolvin Building A: 22 N. Main St Watkinsville, GA 30677	5,576 SQ FT		
9	Dolvin Building B: 22 N. Main St Watkinsville, GA 30677	3,640 SQ FT		
10	Welcome Center: 22 North Main St Watkinsville, GA 30677			
<b>Watkinsville Area</b>				
11	Health Department: 1060 Experiment Station Rd Watkinsville, GA 30677	5,947 SQ FT		
12	Watkinsville Library: 1080 Experiment Station Rd Watkinsville, GA 30677	17,377 SQ FT		
13	Road Department: 1150 Industrial Dr. Main Bldgw/Office Space.	4,000 SQ FT		
14	Sewer Lab Building: 1051 Charity Ln Watkinsville, GA 30677			
15	Sewer Membrane Building: 1051 Charity Ln Watkinsville, GA 30677			

16	St. Mary's Trailer: 6221 Macon Hwy Watkinsville, GA 30677			
<b>Sheriff's Office Campus (Jail Entrance)</b>				
17	Jail: 1140 Experiment Station Rd Watkinsville, GA 30677	12,483 SQ FT		
18	Office Areas 1st: 1140 Experiment Station Rd Watkinsville, GA 30677	JAIL OFFICE 15,618		
19	Office Areas 2nd: 1140 Experiment Station Rd Watkinsville, GA 30677	Cell House 26,188		
20	E-911 Building: 1140 Experiment Station Rd Watkinsville, GA 30677	5,868 SQ FT		
21	Frank Norris Building: 1140 Experiment Station Rd Watkinsville, GA 30677	3,542 SQ FT		
<b>Oconee County Government Annex</b>				
22	Main Office Building: 1291 Greensboro Hwy Watkinsville, GA 30677	21,875 SQ FT		
23	Utility Dept. Shop and Lab: 1291 Greensboro Hwy Watkinsville, GA 30677			
24	Facilities Building/Shop: 1291 Greensboro Hwy Watkinsville, GA 30677	1,000 SQ FT		
<b>Remote Facilities</b>				
25	Bishop Communtiy Center: Hwy 441 S. Bishop, GA 30621	4,000 SQ FT		
26	Fleet Office/Shop: 2121 Rays Church Rd Bishop, GA 30621----OFFICE 3,240 SQ FT	7,500 SQ FT SHOP		
27	Civic Center 1st: 2661 Hog Mountain Rd Watkinsville, GA 30677	26,837 SQ FT		
28	LAS House: 1381 Rocky Branch Rd			
29	LAS Shop: 1381 Rocky Branch Rd			

30	William Daniell House: 1170 Founders Blvd Athens, GA 30606	1,802 SQ FT		
31	Bogart Library: 200 S. Burson Ave Bogart, GA 30622	3,619 SQ FT		
32	Animal Control: 1171 Branch Rd Bishop, GA 30621	5,988 SQ FT		

## Fire Stations

33	Watkinsville Station # 1: 7580 Macon Hwy Watkinsville, GA 30677	8,000 SQ FT		
34	Farmington Station # 2: 2590 Old Farmington Rd Farmington, GA 30638	3,465 SQ FT		
33	Dark Corner Station # 4: 7620 Hog Mountain Rd Statham, GA 30666	3,574 SQ FT		
35	East Oconee Station # 5: 4931 Greensboro Hwy Watkinsville, GA 30677	2,987 SQ FT		
36	North High Shoals Station # 6: 200 Hillsboro Rd North High Shoals, GA 30645	4,800 SQ FT		
37	Bogart Station # 7: 1931 McNutt Creek Rd Bogart, GA 30622	5,100 SQ FT		
38	Barber Creek Station # 8: 1050 Oconee Connector Watkinsville, GA 30677	4,800 SQ FT		

## Sanitation Recycling Sites

39	Butler's Crossing: 1030 Rankin Road Watkinsville, GA 30677	8 X 16 Mobile Home		
40	Hwy 15: 2001 Greensboro Hwy Watkinsville, GA 30677	8 X 16 Mobile Home		
41	Hwy 53: 6331 Hwy 53 Watkinsville, GA 30677	8 X 16 Mobile Home		
42	Landfill: 2721 Macon Hwy Farmington, GA 30638	2,000 SQ FT		
43	Mars Hill: 1270 Jimmy Daniell Rd Watkinsville, GA 30677	8 X 16 Mobile Home		

## Herman C. Michael Park

44	John Brennen Building: 1051 Elder Rd Bishop, GA 30621	14, 400 SQ FT		
45	Concession: 1051 Elder Rd Bishop, GA 30621	IN W/ OFFICE		
46	Restroom: 1051 Elder Rd Bishop, GA 30621	IN W/ OFFICE		
47	Field # 2 Press Box: 1051 Elder Rd Bishop, GA 30621	8 X 8 64 SQ FT		
48	Switchgear Building: 1051 Elder Rd Bishop, GA 30621	N/A		
49	Chemical Shed: 1051 Elder Rd Bishop, GA 30621	10 X 20 200 SQ FT		
50	Maintenance Shed: 1051 Elder Rd Bishop, GA 30621	20 X 40 800 SQ FT		
51	Fuel Shed: 1051 Elder Rd Bishop, GA 30621	20 X 30 600 SQ FT		
52	Warehouse: 1051 Elder Rd Bishop, GA 30621	20 X 60 1200 SQ FT		

**Oconee Veterans Park**

53	Maintenance Shop: 3500 Hog Mountain Rd Watkinsville, GA 30677	50 x 100		
54	Irrigation Pumphouse: 3500 Hog Mountain Rd Watkinsville, GA 30677	5,000 SQ FT		
55	Baseball Concession: 3500 Hog Mountain Rd Watkinsville, GA 30677	1,600 SQ FT		
56	Soccer Concession: 3500 Hog Mountain Rd Watkinsville, GA 30677	650 SQ FT		
57	Tennis Restroom: 3500 Hog Mountain Rd Watkinsville, GA 30677	136 SQ FT		
58	Senior Center: 3500 Hog Mountain Rd Watkinsville, GA 30677	11,356 SQ FT		
59	Community Center: 3500 Hog Mountain Rd Watkinsville, GA 30677	29, 376 SQ FT		

**Heritage Park**

60	Maintenance Building: 2543 Macon Hwy Watkinsville, GA 30677	24 X 24 576 SQ FT		
61	Barn: 2543 Macon Hwy Watkinsville, GA 30677	64 X 200 32, 800 SQ FT		
62	Mens Room (2): 2543 Macon Hwy Watkinsville, GA 30677	20 X24 480 SQ FT		
63	Ladies Room (2): 2543 Macon Hwy Watkinsville, GA 30677	20 X 24 480 SQ FT		
64	Old Pumphouse: 2543 Macon Hwy Watkinsville, GA 30677	12 X 14 168 SQ FT		
65	New Pumphouse: 2543 Macon Hwy Watkinsville, GA 30677	8X 8 64 SQ FT		
66	Log Cabin: 2543 Macon Hwy Watkinsville, GA 30677 Log Cabin 1 - 1,080 sq ft	Log Cabin 2-18 X 20/360 SQ FT		
67	School House: 2543 Macon Hwy Watkinsville, GA 30677	4, 816 SQ FT		
68	Old Animal Control: 2543 Macon Hwy Watkinsville, GA 30677	24 X 72 1,728 SQ FT		

## Bogart Park

69	Office: 200 S. Burson Ave Bogart, GA 30622	2, 592 SQ FT		
71	Concession: 200 S. Burson Ave Bogart, GA 30622	IN W/ OFFICE		
72	Restroom: 200 S. Burson Ave Bogart, GA 30622	IN W/ OFFICE		
73	Utility Building # 5: 200 S. Burson Ave Bogart, GA 30622	18 X 18 324 SQ FT		
74	Utility Building # 6: 200 S. Burson Ave Bogart, GA 30622	12 x 18 216 SQ FT		
75	Maintenance/Recycle Building: 200 S. Burson Ave Bogart, GA 30622	SEE SANITATION PAGE		
76	Pumphouse: 200 S. Burson Ave Bogart, GA 30622	8 X 10 80 SQ FT		
77	ACTS Building: 130 E. Thompson Street Bogart, GA 30622	60 X 100 6,000 SQ FT		

78	ACTS Building: 130 E. Thompson Street Bogart, GA 30622	60 X 100 6,000 SQ FT		
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**Total Monthly Cost:** \$ \_\_\_\_\_

**Total Annual Cost:** \$ \_\_\_\_\_

**Your response time for URGENT service calls from County:** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**\*\*\*COST SHEETS MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL\*\*\***



**Oconee County Board of Commissioners  
Annual Pest Control Services ITB#FY16-201501-02**

**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 bid.

*THIS FORM MUST BE RETURNED WITH YOUR 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:** \_\_\_\_\_



**ITB #FY16-201501-02**  
**ANNUAL PEST CONTROL SERVICES**  
**Execution of Bid**

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 Invitation for Bid with no exceptions.

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Typed Name & Title

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





**ITB #FY16-201501-02**  
**ANNUAL PEST CONTROL SERVICES**  
**Addenda Acknowledgement**

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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



**ITB #FY16-201501-02**  
**ANNUAL PEST CONTROL SERVICES**  
**Bidder's Certificate and Statement of Non-Collusion**

I \_\_\_\_\_ certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid 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 bid 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 **ITB #FY16-201501-02 PEST CONTROL SERVICES** was issued except: 1) through the Purchasing Office 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any Contractor violating this provision.**

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

**COMPANY NAME:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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



**ITB #FY16-201501-02**  
**ANNUAL PEST CONTROL SERVICES**  
**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**



**ITB #FY16-201501-02**

**ANNUAL PEST CONTROL SERVICES  
IMMIGRATION AND SECURITY FORM**

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

<b>Contractor's Name:</b>	
<b>County Solicitation Number</b>	<b>ITB#FY16-201501-02</b>

**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 <sup>TM</sup> 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



**ITB #FY16-201501-02**

**ANNUAL PEST CONTROL SERVICES  
IMMIGRATION AND SECURITY FORM**

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

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>County Solicitation Number:</b>	<b>ITB#FY16-201501-02</b>

**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 <sup>TM</sup> 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





**Oconee County Board of Commissioners**

**SUBCONTRACTORS**

**FY16 Pest Control Services  
RFP#FY16-201501-02**

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

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions 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 [www.irs.gov/w9](http://www.irs.gov/w9) 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:

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

withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

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

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

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](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 (1-800-829-3676).

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

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

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

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if 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 requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), 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>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner <sup>3</sup>
	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 4535, 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.