



Oconee County Board of Commissioners

Request for Proposal Number **1803-18**

Exterior Building Renovations Heritage Park Historical Properties

MANDATORY PRE-SUBMITTAL MEETING ONSITE: 10:00 AM, Tuesday, April 10, 2018 "Local Time"
The Historical Properties are located at Heritage Park, 2543 Macon Highway, Bishop, GA 30621.

QUESTIONS DEADLINE: Prior to 2:00 PM, Tuesday, April 17, 2018 "Local Time"

ACCEPTANCE DATE: **Prior to 2:00 PM, Tuesday, April 24, 2018 "Local Time"**

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

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

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

TIME: **2:00:00 P.M**

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

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

Issue Date: March 23, 2018

REQUEST FOR PROPOSAL

Exterior Building Renovation Heritage Park Historical Properties

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

Exterior Building Renovation Heritage Park Historical Properties

1.0 PURPOSE

The purpose of this Request for Qualifications and Proposal (RFQP) is to obtain competitive proposals from qualified and experienced contractors to perform repairs and/or renovations the exterior of the Historical Properties, located at Heritage Park, 2543 Macon Highway, Bishop, Georgia, 30621 which consist of the following:

- 1.1 Roof Replacement – The Central School House is in need of a new waterproof roof system with period appropriate cedar shake shingles as top layer.
- 1.2 Miscellaneous Repairs/Renovations - to weather proof and extend the life of the structures known as the log cabin, tenant house, smokehouse, and milk house.

The scope of project (Section 5.0) will include the basic components of the renovation.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFQP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Officer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQP to a single source. Such notification must be received by the Purchasing Officer not later than five (5) working days prior to the date set for proposals to close.

3.0 DISCREPANCIES

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

4.0 RESPONDENT'S MINIMUM QUALIFICATIONS

Respondents must demonstrate that they have the resources and capability to provide required services as prescribed herein. *All Respondents shall be required to submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected.*

The Subcontractors must provide the same requirements as required by the Contractor.

Subcontractors may submit requirements under multiple Contractors. The teams shall submit proof of the following:

- 4.1 The Contractor shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any construction contract within that time.
- 4.2 The Contractor along with their selected subcontractors shall have completed at least three (3) projects meeting the following minimum characteristics in the last ten years. Contractors

whose work is considered to be historically authentic are highly desirable for this project. The minimum qualifications are:

- 4.2.1 Contractors shall document adequate experience with and knowledge of the proper treatment and restoration of historic structures and their materials.
- 4.2.2 Contractors shall list any associations with historic preservation programs and societies;
- 4.2.3 Contractors shall list any associations with historical professional societies and organizations of professional societies;
- 4.2.4 Contractors shall list any academic programs in historic preservation and organizations of such programs;
- 4.2.5 Contractors must document successful completion of repairs/renovations projects of similar size, scope of improvements and value.
- 4.2.6 Contractors must document experience in roofing using cedar shake shingles
- 4.2.7 Contractors must document experience in exterior painting work and knowledge of EPA and OSHA requirements.

4.3 Respondents shall provide, at a minimum, three (3) comparable references of current work being performed on similar facilities. References shall include at a minimum company name, contact name, phone number, e-mail address and a description of the work.

4.4 Respondent and any sub-contractors chosen by the Respondent shall be qualified Contractors.

4.5 General Contractor License - Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17). **Contractors shall include a recent copy of their GC License. (see item 8.21)**

4.6 Must provide a Contractor's (E-Verify) Affidavit to indicate compliance with the Georgia Security and Immigration Compliance Act (form included in RFQP Documents).

5.0 SPECIFICATIONS AND WORK SCOPE

These specifications and work scope will describe requirements for renovations to weatherproof and extend the life of Heritage Park historical structures.

5.1 Scope of Work:

Scope of work shall include all labor, supervision, material (including delivery to the job site) and installation to include all of the work associated with the structural renovations and new roof installation.

This project consists of renovations to weather proof and extend the life of the structures known as the log cabin, tenant house, smokehouse, and milk house. This project does not include any interior work. The outline below shows the basic components of the required renovations. All components should adhere as closely as possible to period appropriate design and appearance.

5.2 Specifications denoted with the letter (A) are for Structural Renovations and (B) are for Roof System Installation. All other instructions/work scope applies to both

projects. The work shall include but are not be limited to the following “(A & B) Specifications” :

5.2.1 (A) Structural Renovations:

Summary

1. Framing and structural repairs to the large house (Log Cabin), tenant house, and smokehouse structures. Some will require large hand hewn beams.
2. Porch Repairs to the log cabin to include floor joists, flooring, and support beam.
3. Front area of smokehouse will require a large beam and flooring boards
4. Siding repairs to the tenant house and milk house
5. Door repairs to the tenant house and log cabin
6. Entry step replacements as needed
7. Glass panes as needed for tenant house
8. Replace shutters, window casings, doors, etc. as identified
9. Miscellaneous repairs as identified for weatherproofing

5.2.2 (A) Project Planning and Setup

1. Stage and setup, and work with County to design and plan project

5.2.3 (A) Demolition and Site Preparation

1. Remove existing decking boards from the right side of the front porch on Log Cabin, and save for reuse
2. Remove existing joist from right side of front porch on Log Cabin
3. Remove damage hewn post supporting shed roof on right front corner of Log Cabin
4. Remove siding and corner trim boards on Log Cabin, tenant house and milk house.
5. Construct temporary bracing and install jacks to left rear corner of Tenant house
6. Remove approximately 12' length of band beam from left rear corner of Tenant house.
7. Remove damaged door framing post on left rear of Tenant house.
8. Demo temporary bracing at completion of project
9. Demo exterior new step systems on Log Cabin and Tenant house
10. Demo plywood door on front of tenant house
11. Roll off dumpster on site for duration of project

5.2.4 (A) Framing and Carpentry

1. Install new floor joist system on right side of front porch of Log Cabin
2. Reinstall existing decking boards on front porch of Log Cabin
3. Procure and install hewn shed roof support post for front right corner of Log Cabin
4. Procure and attach a sister beam to existing beam on left side of the smoke house to facilitate installation of front beam
5. Install new front beam on smoke house using the suitable beam already on site
6. Procure and install missing weathered flooring/deck boards lacing into existing flooring/deck boards for smoke house

5.2.5 (A) Glass

1. Procure and install up to 3 replacement glass panes for Tenant house windows.

5.2.6 (A) Siding and Trim

1. Procure and install up to 1,200 linear feet of exterior siding/trim boards using reclaimed gray board siding and some material already on site
2. Construct and install missing gray board shutter for rear window in Log Cabin
3. Construct and install gray board right front door on Tenant house
4. Reset/repair exterior doors and shutters on Log Cabin and Tenant house
5. Install window and door casing

5.2.7 (A) Cleanup and Site Protection

1. Protection of adjacent finishes for duration of project
2. Daily cleanup and a final cleaning are expected

Any updates to the requirements for structural renovations will be disclosed in an addendum after the mandatory pre-submittal meeting.

5.2.8 (B) New Roof System Installation:

Summary

1. Remove all existing roofing on Log Cabin and dispose of properly
2. Install new decking to roof; 1/2" CDX plywood to be installed with 8d Hot dipped galvanized ring shank nails
3. Install CertainTeed WinterGuard (or approved equal) ice and water shield underlayment on the entire roof
4. Apply 24 gauge steel drip edge with Kynar (or approved equal) paint finish to rakes and eaves
5. Install new cedar shakes with 1/2 roll felt in between each course. 24" long Heavy 3/4" Shake, CCA treated
6. Apply shakes with 2" Hot Dipped Galvanized nails

5.2.9 (B) Approved Roofing Materials

1. Cedar shakes are required to match the historical nature of the buildings.

5.2.10 (B) Debris

1. All shingles and related debris shall be placed in suitable containers and removed from the job site as necessary to ensure the job site is maintained in a clean and safe fashion until the job is complete.

5.2.11 (B) Water Protection

1. Only those sections of the roof shall be removed in a single workday allowing for the covering of the exposed area with an overlapping felt or a plastic tarp at the end of the day sufficient to protect the inside of the building from water damage. This is required to protect the inside of the building and its contents from water damage in the event of rain before the next workday.

2. Any updates to the requirements for the roof system installation will be disclosed in an addendum after the mandatory pre-submittal meeting.

5.3 Final Debris Removal:

All debris and excess materials are to be removed from the jobsite and the job site left in a clean and safe condition before final acceptance.

5.4 Warranties:

For structural Renovations, Contractor shall present sufficient warranty for renovation work. (See Agreement Terms & Conditions Section 8.8). For Roof System Installation, Installing contractor shall provide, at a minimum, a three (3) year written warranty from the acceptance date covering materials, labor and repairs to maintain roof and flashings in a watertight condition.

5.5 Qualifications:

Contractors must have demonstrated experience with projects of a similar scope. The attached Proposers Qualifications Form must be completed and submitted with the proposal. (See Attachments A)

5.6 Insurance:

Contractors must have sufficient insurance coverage for the duration of this project. (See Exhibit A)

6.0 TECHNICAL and COST PROPOSAL

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

6.1 Technical Proposal:

6.1.1 Letter of Interest

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

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

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

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

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

1. Approximate number of people to be assigned to project;
2. Project Manager's experience and extent of involvement;
3. Team qualifications and experience of those anticipated to work on this project;
4. Firm experience in this type of project and projected work schedule
5. Names of key members who will be performing the work on this project, and
6. Contractor's business location and proximity to this project

6.1.3 Project Understanding and Approach

This is the heart of the response and deals with the contractor's ability to clearly define the tasks and activities necessary to meet the objectives outlined in the scope of work (See 5.2). For each phase, the approach should:

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

6.2 Cost Proposal

The cost proposal shall include the Cost Proposal Sheet detailing the proposed cost rate as a "lump sum" fee upon completion of the work. The Cost Proposal shall include a total "Not to Exceed" Maximum Compensation amount. The cost proposal shall be signed and notarized by the person authorized to sign company documents.

6.3 Evaluation Criteria & Selection

6.3.1 Evaluation Criteria

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

| Criteria Description | Value |
|--|------------------|
| Team and Capabilities | 20 |
| Experience and Qualifications | 20 |
| Project Understanding and Approach | 30 |
| Experience with Historical Renovations | 10 |
| Cost Proposal | 20 |
| References, Mandatory Forms, Certifications | Pass/Fail |

6.3.2 Selection

After the evaluation process is complete, the top-ranked Respondent will be either selected for award or offered the opportunity to negotiate the final terms of the agreement. If the Owner determines that the top-ranked Respondent's

proposed final terms of the agreement are not advantageous to the Owner, the Owner may choose to either select or negotiate with the next-ranked Respondent.

7.0 INSTRUCTIONS TO OFFERORS

7.1 Mandatory Pre-Submittal Meeting

The potential respondent shall attend a **mandatory pre-submittal meeting** as a pre-requisite to submitting a proposal. There will be an initial site visit during the pre-submittal meeting at The Historical Properties are located at Heritage Park, Bishop, Georgia, 30621 at 10:00 AM, Tuesday, April 10, 2018 "Local Time". Only those contractors attending the pre-submittal meeting will have their proposals considered for the project.

7.2 Vendor Registration And Bid Notification System

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

To Register or check if you are registered:

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

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

7.3 Subcontractors

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

7.4 Open Records

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

7.5 Examination Of Proposal Documents

Before submitting a Proposal, each offeror shall:

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

7.6 Copies Of Proposal Documents

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

7.7 Addenda And Interpretations

- 7.7.1** All questions shall be directed to Ms. Karen Barnett, CPPB, Purchasing Officer of the Oconee County Finance Department by email at kbarnett@oconee.ga.us no later than **2:00 PM on Tuesday, April 17, 2018**. Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Oconee County staff regarding the RFQP may result in the disqualification of the offeror. Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

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

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

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

7.8 Submission of Proposals

7.8.1 Sealed Proposal

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

Proposals will be received **PRIOR TO 2:00:00 PM local time on Tuesday, April 24, 2018** to the attention of Karen Barnett, CPPB, Purchasing Officer in the Oconee County Courthouse Purchasing Office, Finance Department, Suite 203, at 23 North Main Street, Watkinsville, Georgia 30677. Please allow sufficient time to clear Courthouse Security check-point if hard copy delivery of proposal is contemplated.

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

- 7.8.2** Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- 7.8.3** Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- 7.8.4** The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- 7.8.5** Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- 7.8.6** Oconee County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Oconee County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

- 7.8.7 Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.
- 7.8.8 All Proposals shall include a Project Approach outlining the process of renovation completion.

7.8.9 Driving Directions

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

7.8.10 County Forms and Documents

In Attachment A of the RFQP documents, a checklist of all County forms and documents required is provided. Utilizing this list will help ensure you have met Oconee County requirements and put together a successful proposal. If you have ANY questions about these forms, please do not hesitate to contact Karen Barnett, Purchasing Officer.

1. Each Proposal shall contain the following completed forms. County forms must be used without substitution unless otherwise specified. They are:
 - a) Addenda Acknowledgement Form
 - b) Respondent's Information Sheet
 - c) Local Business Initiative Affidavit
 - d) Execution of Proposal
 - e) Respondent's Certification and Non-Collusion Affidavit:
 - f) Drug-Free Workplace Certificate
 - g) **Georgia Security and Immigration Compliance Act Affidavit***
 - Contractor Affidavit
 - Sub-Contractor Affidavit
 - h) List of Subcontractors
 - i) References Form
 - j) W-9 (Form not provided)
 - k) Current copy of Certificate of Insurance (Form not provided)
 - l) Contractor's License (Form not provided)

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

7.9 Insurance

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

7.10 Opening Of Proposals

Only the names of the firms responding to this RFQP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFQP may be obtained from the county's website www.oconeecounty.com, after the RFQP due date and time stated herein.

Proposals will be publicly opened at **2:00:00 PM on Tuesday, April 24, 2018** at the Oconee County Courthouse, Commission Chambers, Suite 205, 23 North Main Street, Watkinsville, Georgia 30677.

7.11 Proposals To Remain Open

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

7.12 Award of Price Agreement/Contract

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

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

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

7.12.2 Contract will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject Proposals or award Proposal based upon anything other than the County's sole discretion as described herein.

7.12.3 The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.

7.12.4 The County may conduct investigations deemed necessary to assist in evaluating Proposals and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Proposal from any Applicant not passing evaluation.

7.12.5 The County will award the contract at the County's Discretion.

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

7.13 Required Documents After Award

7.13.1 Occupational Tax License:

Applicant shall provide evidence of a valid Oconee County occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution. Awardee who does not hold an Oconee County occupational tax license will be required to register their license within five (5) working days of award. There is not a requirement to hold an occupational tax license at time of submittal.

7.13.2 Certificate of Insurance:

Contractor shall submit proof of current Certificate of Insurance as per Oconee County Insurance Requirements (Exhibit "A") that illustrates the level of coverage the applicant carries. The Certificate needs to include an "additional insured" language for the County.

7.13.3 Sub-Contractor Affidavits:

If the Awardee plans to use sub-contractors, a list shall be provided with the proposal and Sub-Contractor Affidavits are to be provided to the County within five (5) working days from the Notice of Award.

8.0 AGREEMENT TERMS AND CONDITIONS

General contractors interested in obtaining a contract with Oconee County, GA to provide exterior Building Renovations – Heritage Park Historical Properties, Bishop, Georgia shall prepare a written proposal to include, but not be limited to, the following terms and conditions.

8.1 Procedures

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

8.2 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

8.3 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as

determined by the Department Director, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractors nonperformance shall be deducted from the balance as payment.

8.4 Hold Harmless Clause

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

8.5 Local Business Initiative

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

8.6 Non-Collusion Affidavit

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

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

8.7 Non-appropriation of Funds

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

8.8 Warranty

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

8.9 Georgia Security and Immigration Compliance Act

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

1. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
2. By completing the affidavit that is provided with this solicitation, the contractor is attesting to the following:
 - a) The affiant has registered with and is authorized to use the federal work authorization program;
 - b) The user identification number and date of authorization for the affiant;

- c) The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d) Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e) Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
3. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

8.10 Substitutions

Respondents offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

8.11 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.

8.12 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:

financedept@oconee.ga.us (preferred)

OR

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

All such invoices will be paid within thirty (30) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

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

8.13 Assignment of Contract

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

8.14 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.

8.14.1 Termination for Convenience

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

8.14.2 Termination for Cause

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

8.14.3 Termination Due to Unavailability of Funds in Succeeding Fiscal Years

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

8.15 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.

8.16 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.

8.17 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.

8.18 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 203
Post Office Box 1527
Watkinsville, Georgia 30677

8.19 Licensure

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

8.20 Non-Collusion Affidavit

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

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

8.21 General Contractor License

Licensed General Contractors shall furnish to the County, personally or through his or her authorized agent specifically designated to act on his or her behalf in a sworn written document, 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.

Respondents and any subcontractors chosen by the Respondent shall be qualified and licensed Contractors, with the exception of "specialty contractors" under Chapter 14 of Title 43 (<http://sos.ga.gov/admin/files/SpecialtyLTD.pdf>)

8.22 General Indemnification

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

8.23 Anti-Discrimination

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

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

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

8.24 Ownership

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

8.25 Change Orders

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

8.26 Safety Measures

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

8.27 Contractor's Title to Materials

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

8.28 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.

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

8.28.2 "no parole evidence"- prohibits oral modifications to the contract or allowance for past practices by the County.

8.28.3 Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

Attachment A

Mandatory Forms

Exhibit A

Oconee County Insurance Requirements



Oconee County Board of Commissioners

ATTACHMENT A

1. Offeror's Checklist & Required Forms



RFQP #FY1803-18

**Exterior Building Renovations – Heritage Park Historic Properties
OFFEROR’S CHECKLIST**

Company Name: _____

ITEM DESCRIPTION

Offeror’s Checklist

1. Required Forms:

- Addenda Acknowledgement Form
- Respondent’s Information Form
- Local Business Initiative Affidavit
- Execution of Proposal
- Respondent’s Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia’s Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Sub-Contractors Affidavit
- W-9

2. Requested Information per Technical portion of the RFQP:

- General description of Contracting Firm & Sub-Contractor’s List
- General Capabilities of Firm
- Recent Experience; Respondent’s Reference Form
- Licenses- Current Copy of Any Licenses/Certifications/Permits
- Project Schedule
- Copy of Current Insurance/Certificate of Insurance
- Any other information Offeror would like to include.

3. Cost Proposal (sealed in separate envelope)

Authorized Signature

Title

Print Name

Date

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



RFQP #FY1803-18

Exterior Building Renovations – Heritage Park Historic Properties Addenda Acknowledgement

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

Addendum No./Date_____

Addendum No./Date_____

Addendum No./Date_____

Addendum No./Date_____

Authorized Representative (Signature)

Date

Authorized Representative Name/Title
(Print or Type)

Email

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

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



RFQP #FY1803-18

**Exterior Building Renovations – Heritage Park Historic Properties
Respondent’s Information Form**

1. Legal Business Name _____

2. Physical Address _____

3. Billing Address _____

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

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone _____ Fax _____

8. E-mail _____ Company Website _____

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

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



RFQP #FY1803-18

Exterior Building Renovations – Heritage Park Historic Properties

*Legal Name of Business: _____

1. Mailing Address:

Physical Address: (if different)

2. Year business was established in Oconee County: _____

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

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

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

If yes, specify the location(s): _____

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

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

If yes, specify the locations(s): _____

8. Bank (branch in Oconee County): _____

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

Attest: _____

*Authorized Signature: _____

Sworn to and subscribed before me this _____

*Print Name: _____

day of _____, 20_____

*Title: _____

Commission Expires: _____

(Seal)

*Non-Local Business _____
(Check Here)

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



RFQP #FY1803-18
Exterior Building Renovations – Heritage Park Historic Properties
Execution of Proposal

DATE: _____

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

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

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

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

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

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

(Typed or Printed) **Business Name**

Authorized Signature

Date

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

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



RFQP #FY1803-18

Exterior Building Renovations – Heritage Park Historic Properties

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

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

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **RFQP #1803-18 Exterior Building Renovations – Heritage Park Historic Properties** was issued except: 1) through the Purchasing Office 2) at the Pre-Conference Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the Statement of Qualifications and Proposal submitted by any Contractor violating this provision.**

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

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative Name/Title
(Print or Type)

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



RFQP #FY1803-18
Exterior Building Renovations – Heritage Park Historic Properties
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



RFQP #FY1803-18

Exterior Building Renovations – Heritage Park Historic Properties Georgia Security & Immigration Compliance (GSIC) Act Affidavit

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

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

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

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

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

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

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



RFQP #FY1803-18

**Exterior Building Renovations – Heritage Park Historic Properties
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

| | |
|-----------------------------------|---------------------|
| Contractor's Name: | |
| County Solicitation Number | RFQP#1803-18 |

CONTRACTOR AFFIDAVIT

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

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



RFQP #FY1803-18

**Exterior Building Renovations – Heritage Park Historic Properties
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

| | |
|-------------------------------------|--------------------|
| Contractor's Name: | |
| Subcontractor's (Your) Name: | |
| County Solicitation Number: | RFP#1803-18 |

SUBCONTRACTOR AFFIDAVIT

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | - | | | | - | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. 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 this page), 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 SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 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 Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*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, 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

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.



RFQP #FY1803-18
Exterior Building Renovations – Heritage Park Historic Properties
Sub-Contractors

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

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

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



RFQP #FY1803-18

Exterior Building Renovations – Heritage Park Historic Properties Contractor References

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

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



**Oconee County Board of Commissioners
Cost Schedule
RFQP #FY1803-18**

Exterior Building Renovations – Heritage Park Historic Properties

I certify that the proposal is accurate and reflect any applicable discounts, and that the company, which I represent, will deliver the services and related items for this proposed amount. By submission of this proposal, I also certify that I, the OFFEROR, has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception.

I have included all required documents required per the RFQP Documents. I, the Offeror, has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this Proposal and all attachments, if required. **Please answer the questions below:**

1. Federal Tax ID# _____
2. Indicate legal form of proposer:

Corporation____ Partnership____ Individual____ Other (specify)_____
3. Do you plan to subcontract any portion of this project? Yes ____ No____
If yes, please provide an attached list of names of subcontractors with your proposal (County form provided).
4. Anticipated Start Date: _____
5. Are there any Exceptions noted in your submittal? Yes ____ No ____
If yes, please clearly mark the exceptions on the RFQP document and return with your cost proposal.
6. Did you submit an Alternate Bid? Yes ____ No ____
If yes, please submit alternate on a separate sheet of paper, sealed in an envelope marked "Alternate Proposal". Alternate proposals will only be accepted if noted as such in the RFQP documents or issued addenda.
7. THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING SERVICES IN STRICT CONFORMANCE TO THE RFQP SCOPE OF WORK AND RFQP SERVICES ISSUED BY OCONEE COUNTY. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE RFQP. PRICES ARE GOOD FOR 60 DAYS AFTER AWARD:

(Firm/Company-*PRINTED*)

(Address, City, State, Zip)



**Oconee County Board of Commissioners
Cost Schedule**

RFQP #FY1803-18

Exterior Building Renovations – Heritage Park Historic Properties

(Bidder, Name-*PRINTED*)

(Bidder Contact Email/Phone)

Offeror's Signature

Date

8. COSTS OF PROJECTS: Please use this Cost Schedule to indicate the costs for this project by choosing one option below and attaching a proposal detailing how the costs were calculated.

Your total cost must include ALL fees, travel, and any other costs needed to complete the project.

A. General Construction, Roof Removal & Installation
costs of all specified properties. Lump Sum Price: \$ _____

Total Cost in Written Amount

BY: Signature of 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: _____



Oconee County Board of Commissioners

EXHIBIT

A. Oconee County Insurance Requirements

Exhibit A

Oconee County Insurance Requirements

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

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

Important:

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

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

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

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

Exhibit A

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

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

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

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

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

Commercial General Liability (CGL):

Exhibit A

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

Automobile Liability

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

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

2. Asbestos Abatement:

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

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

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

Exhibit A

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

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

If hazardous substances are involved:

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

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

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

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

4. **Consulting Services:**

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

Exhibit A

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

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

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

7. **Food Service:**

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

Exhibit A

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

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

9. Landscaping / Lawn Care:

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

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

If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

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

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

Exhibit A

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

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

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

Professional liability (malpractice) \$ 3,000,000

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

11. Pest Control:

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Exhibit A

Automobile Liability

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

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

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

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

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

Exhibit A

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

14. Security:

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

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

15. Staffing Services:

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

Exhibit A

Automobile Liability

Combined Single Limit

\$ 1,000,000

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