



Oconee County Board of Commissioners

Invitation to Bid

Annual Crack Sealing/Filling Various County Roads

ITB NUMBER: BID 1904-19

ISSUE DATE: April 18, 2019

BIDS DELIVERED: Prior to May 2, 2019; 1:30 PM Thursday “Local Time”
Oconee County Board of Commissioners
Finance Department - Division of Procurement
23 N. Main Street, Suite 203
Watkinsville, Georgia 30677

PRE-BID MEETING: There is NO pre-bid meeting scheduled for this solicitation.

QUESTIONS regarding this Invitation to Bid shall be received no later than 10:30 AM on Thursday, April 25, 2019.

BID OPENING shall be held in the Commission Chambers, Room 205 at the above referenced Main Street address on May 2, 2019 at precisely 1:30:00 PM local time.

REQUESTS FOR INFORMATION related to this Solicitation should be directed to:

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

DOCUMENTS can be downloaded from our web site

April 18, 2019
Oconee County Board of Commissioners
23 N Main Street
Watkinsville, GA 30677
Invitation to Bid (ITB) #1904-19
Annual Crack Sealing/Filling Various County Roads

Sealed bids will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC) in Suite 203, 23 N. Main Street, Watkinsville, GA. 30677, prior to **1:30 PM on Thursday, May 2, 2019** for sealing/filling cracks in the asphalt surface of various County roads. The County anticipates crack sealing/filling approximately 15-18 centerline miles of County roads in fiscal year 2019-2020. This contract shall be for one year with four (4) additional, one-year renewal terms at the County's option.

The Contractor shall be responsible for, but not limited to, providing all labor, materials, equipment and the traffic control necessary for completion of the Work. Disposal of materials shall be the responsibility of the Contractor at no additional cost to the County.

The detailed Technical Specifications are outlined in the bid documents. The OWNER requires a bid bond* or a certified cashier's check in the amount of five percent (5%) of the total bid amount to be enclosed with the bid at the time of bid opening. A cashier's check shall be made payable to Oconee County Board of Commissioners.

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

At that time, date, and place given above, Suite 205, the sealed bids will be publicly opened and read aloud. Specifications and bid forms can be obtained from the Office of the Purchasing Officer, the Georgia Procurement Registry and the Oconee County Website at www.oconeecounty.com under "Bid Opportunities".

Each work project shall commence within ten (10) calendar days of the departmental Notice to Proceed, and shall be completed within sixty (60) calendar days thereafter, unless otherwise specified.

Questions regarding this ITB should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at kbarnett@oconee.ga.us and shall be received no later than **10:30 AM on Thursday, April 25, 2019**.

The OCBOC reserves the right to cancel this solicitation and/or reject all bids in whole or in part if Oconee County determines that cancellation and/or rejections are advantageous to the County. Bids are legal and binding upon the Bidder when submitted. It will also be the responsibility of each Bidder to obtain any addenda issued from the Purchasing Office. The written ITB and Addenda documents supersede any verbal or written prior communications between the parties.

Oconee County Board of Commissioners
Honorable John Daniell, Chairman



ITB #1904-19

**Annual Crack Sealing/Filling Various County Roads
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Section I

General Instructions

Bid Control Number 1904-19



Annual Crack Sealing/Filling Various County Roads

Oconee County Board of Commissioners
Invitation to Bid#1904-19
Annual Crack Sealing/Filling Various County Roads

SECTION I – GENERAL INSTRUCTIONS

A. GENERAL INFORMATION

1. Oconee County Board of Commissioners is issuing this Invitation to Bid (ITB) to solicit services from qualified contractors to provide all materials, labor, tools, equipment and appurtenances necessary for the county’s annual crack sealing/filling program. Specifications are detailed under Section III.

B. PRE-BID MEETING

There is no pre-bid meeting scheduled for this bid.

C. VENDOR REGISTRATION AND BID NOTIFICATION

Applicants are encouraged to sign up for Oconee County's registration system, which is powered by Vendor Registry. The system allows a vendor to register quickly and update details such as the types of products and services provided as well as vendor contact information. This will enable the County and Vendor Registry to notify an applicant of important bid opportunities in the future. Bids are not rejected for a failure to register. Applicants may register, or check if they are registered, as follows:

- 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

For assistance, please email eservice@vendorregistry.com

D. BID REQUIREMENTS

1. Qualifications/Requirements

- a. Provide References (3)
- b. Must have at least five (5) years’ experience with crack sealing work.
- c. Must be licensed to perform crack sealing work on County Roads and Bridges.
- d. Provide Company Information
- e. Provide List of Sub Contractors, if applicable
- f. Must be able to complete work by 6/30/20

2. Ability to Perform

Oconee County may make any investigations deemed necessary to determine Bidder's ability to perform the Work, and Bidder shall furnish all information and data requested by the County. The County reserves the right to reject any bid from any Bidder that the County considers not properly qualified to carry out Agreement obligations or able to satisfactorily complete the Work on schedule.

3. Proper Agent

If Bidder does not have offices in the State of Georgia, such Bidder shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

4. Examination of Bid Documents and Site

- a. Before submitting a bid, each Bidder shall:
 - 1) Examine the Bid Document Package thoroughly.
 - 2) Become familiar with local conditions affecting cost or Work progress or performance.
 - 3) Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost or Work progress or performance
 - 4) Study and carefully correlate Bidder 's observations with the Bid Document Package.
 - 5) Notify the County concerning conflicts, errors, or discrepancies in Bid Document Package.
- b. On request, the County may provide each Bidder access to the site to conduct investigations that Bidder deems necessary in order to submit bid.
- c. Bid submission will constitute **incontrovertible** representation that Bidder understands and has complied with requirements contained in this Article D, and that Bidder has read and understood the Bid Document Package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform Work.

5. Bid Documents

- a. The ITB Document Package includes the Advertisement, Sections I - IV, all Attachments, Exhibits, and Addenda issued during the solicitation period.
- b. Complete sets of ITB Documents shall be used in preparing bids. The County assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of Bid Documents.

- c. The County, in making ITB Documents available on the above terms, does so only to obtain Bids on Work and does not confer license or grant for any other use.
- d. Any part of the ITB Documents may be modified by Addenda.

E. CONTACT PERSON

Bidder are encouraged to contact **Karen T. Barnett, CPPB, Purchasing Officer** by email kbarnett@oconee.ga.us to clarify any part of the ITB requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the contractor's submittal.

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

F. ADDENDA and INTERPRETATIONS

- a. Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.
- b. *Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the Bid submittal. Bid submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.*
- c. Replies will be issued by Addenda mailed or delivered to parties recorded by Oconee County as having received Bid Document Package. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- d. Addenda may be issued to modify the Bid Document Package as deemed necessary by Oconee County.

G. TIMETABLE

The anticipated schedule for the ITB is as follows:

ITB Released :	April 18, 2019
Deadline for Project Questions: Contact: kbarnett@oconee.ga.us	April 25, 2019 at 10:30AM EST
Deadline for Addenda posted on OC Website www.oconeecounty.com under Bid Opportunities	April 29, 2019 at 1:30PM EST
Bid Submittal Deadline	May 2, 2019 at 1:30:00PM EST
Tentative Award Date	TBD

Chart 1

H. BID SUBMISSIONS

- Bid Submission must be sealed and delivered in triplicate;** one (1) unbound original and two (2) copies of the completed, signed bid must be received no later than **Thursday, May 2, 2019 AT 1:30:00 PM, EASTERN STANDARD TIME (ETA)** Bids must be submitted in a **sealed envelope** stating on the outside, the Contractor’s name, address, **Bid #1904-19 ANNUAL CRACK SEAL PROGRAM.**

Oconee County Board of Commissioners
Attention: Purchasing Officer
 23 N. Main Street, **Suite 203**
 Watkinsville, GA 30677

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

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

Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to **Thursday, May 2, 2019 AT 1:30 PM, EASTERN STANDARD TIME (ETA)**, at which time they will be publicly opened and read aloud in the Commission Chambers, ROOM 205 of the Oconee County Courthouse, 23 N. Main St., Watkinsville, GA 30677. ITB

Documents are available upon request from the Oconee County Purchasing Office or by accessing the County's Website at www.oconeecounty.com.

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

2. **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 North Main becomes Georgia Highway 15). The Oconee County Courthouse is on the right side of the street. Public parking is in back of the Courthouse.
3. **County Forms and Documents**
In Attachment A of the ITB 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 bid.

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

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

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

4. **More than one Bid** received for same work from individual, firm, partnership, corporation, or association under same or different names will not be considered. Reasonable grounds for believing any Applicant is interested in

more than one Bid for same work will cause the County to reject all Bids from Applicant. If the County believes collusion exists among Applicants, bids from participants in collusion will not be considered.

5. **Conditions, limitations, or provisions** attached by the Applicant to the Bid Forms may cause its rejection. Bids containing Items not included in the form of Bids will be considered irregular.

I. INSURANCE REQUIREMENTS

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 ITB.

J. MODIFICATION AND WITHDRAWAL OF BIDS

1. Withdrawal Prior to Time for Receiving Bids – Bids may be modified or withdrawn by appropriate document duly executed (in manner Bid must be executed) and delivered to place where Bids are to be submitted at any time prior to deadline for submitting bids. Bid Withdrawals will not prejudice Applicant's rights to submit new Bid prior to bid Date and Time.
2. Withdrawal After Time for Receiving Bids - After period for receiving Bids has expired, no Bids may be withdrawn, modified, or explained.

K. OPENING OF PROPOSALS

Bids will be publicly opened and names of submitting firms and costs will be read at **1:30:00 p.m. on Thursday, May 2, 2019.**

L. BIDS TO REMAIN OPEN

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

M. AWARD OF PRICE AGREEMENT/CONTRACT

1. To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject any and all Bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate bids, incomplete or unbalanced unit prices, or other irregularities. In case of error in the extension of prices in the Bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after the acceptance date has expired or after the opening date of bids. Negligence on the part of the contractor in preparing the bid confers no right for the

withdrawal of the bid 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 only after verification is made by the Applicant. However, under no circumstances can unit prices be changed.

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

N. REQUIRED DOCUMENTS AFTER AWARD

1. Occupational Tax License - Bidder shall provide evidence of a valid Oconee County Occupation Tax License if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of county, and out of state applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.
2. Certificate of Insurance - Contractor shall have insurance provider deliver a Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate needs to include an "additional insured" language for the County. See "Exhibit A" for Oconee County Insurance Requirements.

O. CONTRACT PERIOD

The contract period will be from July 1, 2019 through June 30, 2020.

P. DEFINITIONS:

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

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

Q. SIGNATURE REQUIRED:

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

R. EVALUATION AND AWARD CRITERIA:

1. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
2. The County reserves the right to make an award as deemed in its best interest and to a single bidder.

K. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the supplier may make notes to those areas, but may not materially alter any document language.

L. 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.

M. RULE FOR AWARD:

Bid will be awarded to the responsive and responsible bidder with the lowest 'per unit' or "Lump Sum" price (which ever may apply).

END OF INSTRUCTIONS TO BIDDERS

Section II

General Terms and Conditions

Bid Control Number 1904-19



Annual Crack Sealing/Filling Various County Roads

Oconee County Board of Commissioners
Invitation to Bid#1904-19
Annual Crack Sealing/Filling Various County Roads

SECTION II – GENERAL TERMS AND CONDITIONS

A. CONTRACT AND CONTRACT DOCUMENTS

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

B. MULTI-YEAR CONTRACT TERM

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

1. Commencement Term

The “Commencement Term” of this Agreement shall begin on July 1, 2019, the starting date, and shall end absolutely and without further obligation on **the part of the county on the 30th** day of **June 2020**. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

2. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County **Board of Commissioners for four (4)** one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the fiscal year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the **1st day of July, 2020 and shall end no later than the 30th** day of **June, 2021** If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the **1st day of July,**

2021 and shall end no later than the 30th day of June, 2022. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of July, 2022 and shall end no later than the 30th day of June, 2023. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of July, 2023 and shall end no later than the 30th day of June, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

3. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Bid Document which pertain to events of termination and the County’s rights upon termination.

4. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Bid Document.

5. Statutory Compliance Regarding Purchase Contracts.

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

C. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the fiscal year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional fiscal year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the fiscal year of its execution and at the close of each succeeding fiscal year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

D. DISCREPANCIES

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

E. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
2. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

F. 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.

G. BRAND OR MANUFACTURER'S REFERENCE

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

H. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All work, reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all

reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

I. ACCURACY OF WORK

Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

J. 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.

K. 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.

L. OPEN RECORDS

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests. If Contractor 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 Contractor *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.

M. 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

N. 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.

O. 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.

P. WORKMANSHIP

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

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

Q. QUALITY:

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

R. DELIVERY

Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. In addition, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. **UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.**

Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

S. CLEANING UP

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

T. SUBCONTRACTORS

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County. All Bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful Bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the 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.

U. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor

for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

V. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Contractor within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Oconee County Board of Commissioners

23 N. Main Street

PO Box 1527

Watkinsville, Georgia 30677

Attn: Finance Department – Accounts Payable

OR

Via Email: (Preferred)

Email: financedept@oconee.ga.us

At minimum, original invoices must reference all of the following information:

1) Vendor Information

- a. Vendor Name
- b. Vendor Address
- d. Vendor Contact Information
- e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Oconee County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Contractor will notify the Finance Department and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Contractor will be promptly paid by County.

Payment of Sub-Contractor /Suppliers: The Contractor must certify in writing that all sub- Contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the

prime Contractor is unable to pay sub-contractor or suppliers until it has received a progress payment from Oconee County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Oconee County and in no event later than fifteen days as provided for by State Law.

W. DISPUTES

Except as otherwise provided in the Agreement, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Administrator or his designee by mailing or otherwise furnishing to the County Administrator or designee, copy of the written appeal. The decision of the County Administrator or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

X. ASSIGNMENT OF CONTRACT

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

Y. CHANGE ORDERS OR AGREEMENT MODIFICATIONS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Owner and Contractor.

Z. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the established contract time for the

work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, \$400.00 for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

AA. CORRECTION OF WORK

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

BB. TERMINATION

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

a) Termination for Convenience-

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

b) Termination for Cause-

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

c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years-

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

CC. BID BONDS, PERFORMANCE AND PAYMENT BONDS

Each bidder must deposit with his bid a Bid Bond or Certified Check for five percent (5%) of the total bid amount, and a Consent of Surety form from a surety company licensed to do business in the State of Georgia. The Consent of Surety shall state that upon award of the Agreement, a Performance and Payment Bond each for one hundred percent (100%) of the Total Agreement Amount can be furnished. The payment and performance bonds are required before the Notice to Proceed will be issued.

DD. GENERAL INDEMNIFICATION

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

EE. AGREEMENT

Each Bid 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 Bidder and the County which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

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

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

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

FF. COMPLIANCE WITH LAWS AND ELIGIBILITY:

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof. The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

GG. GENERAL CONTRACTOR LICENSE (IF APPLICABLE)

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>)

HH. AUTHORITY TO BIND FIRM IN AGREEMENT (Bidder's Affidavit)

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN AGREEMENT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. *See Mandatory Forms section*

Those authorized to sign are as follows:

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

II. ANTI-DISCRIMINATION

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

JJ. GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

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

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

KK. EQUAL EMPLOYMENT OPPORTUNITY

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

Section 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub- Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

LL. INDEPENDENT CONTRACTOR

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

MM. CONFIDENTIALITY

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Public Works Department.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

NN. FORCE MAJEURE

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

END OF SECTION II

Section III
Technical Specifications

Bid Control Number 1904-19



Annual Crack Sealing/Filling Various County Roads

Oconee County Board of Commissioners
Invitation for Bid#1904-19
Annual Crack Sealing/Filling Various County Roads

SECTION III – TECHNICAL SPECIFICATIONS

A. INTRODUCTION

Oconee County is seeking a qualified contractor to provide all materials, labor, tools, equipment, and appurtenances necessary for sealing/filling cracks in the asphalt surface of County roads. **The County anticipates crack sealing/filling approximately 15-18 centerline miles (approximately 79,200 – 95,040 LF) of various County roads.** This contract shall be for one year with four (4) additional, one-year renewal options.

The Technical Specifications consist of the Description of Work, Scope of Work, Contractor Requirements, Work Schedule, Safety Requirements, Post Award Document Requirements, Pricing, County Direction of Project Site and Monitoring of Work. Mobilization and Traffic Control Costs shall be included in the unit pricing.

B. DESCRIPTION OF WORK

The Work consists of sealing/filling cracks in the asphalt surface of various County roads. The Contractor shall be responsible for but not limited to providing all labor, materials, equipment, and the traffic control necessary for completion of the Work. Disposal of materials shall be the responsibility of the Contractor and at no additional cost to the County

All Work is subject to the inspection of the Oconee County Public Works Department, Oconee County, Ga. It shall be the Contractor's responsibility to coordinate with the Oconee County Public Works Department for inspection services. All work shall meet or exceed the Georgia Department of Transportation's, *Standard Specifications for the Construction of Roads and Bridges*, latest edition and any amendments thereto.

C. SCOPE OF WORK

The roads and actual quantities information is to be given to the Contractor after July 1, 2019. The Work Scope, as may be modified by written addendum issued by the County, will be made part of this Agreement. The detailed Scope of Work is outlined below:

1. The Contractor is to provide for the requirements of Oconee County from July 1, 2019 until June 30, 2020.
2. Contractor shall be notified of crack filling locations (roads and LF) after the beginning of the new fiscal year (July 1, 2019). The Public Works Department estimates that approximately 15 to 18 centerline miles of county roads will need crack sealing in FY20.
3. The bid price shall reflect all necessary charges to complete the work as specified.
4. The Contractor shall perform all necessary preparation work to the existing pavement surface as required and accepted by the Owner prior to crack sealing.

This would include the removal of all loose materials. The cracks shall be thoroughly treated with weed killer prior to beginning the thorough routing as necessary and blown clean prior to crack filling.

5. All work performed under this contract will be inspected by Oconee County Public Works. It is the responsibility of the contractor to contact Oconee County Public Works to arrange for inspection services.
6. All construction must be performed during the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday.
7. The contractor shall maintain a minimum of one lane of free flow traffic, in each direction at all times.
8. Owner reserves the right to sequence locations of work as necessary.
9. **All work shall meet or exceed Section 407-Asphalt Rubber Joint and Crack Seal and any other applicable sections of Georgia Department of Transportation's (GDOT) *Standard Specification for the Construction of Roads and Bridges*, latest edition and any amendments thereto.**

D. CONTRACTOR REQUIREMENTS

1. Contractors interested in providing Crack Sealing/Filling on Various County Roads shall prepare a written bid to include, but not be limited to, the following terms and conditions:
 - a. Five (5) years' experience with Crack Sealing/Filling road work
 - b. Be able to complete work by 6/30/20
 - c. Bid Bond is required with bid submittal.
 - d. Awarded contractor shall provide performance and payment bonds
 - e. Contractor must be licensed to perform Crack Sealing/Filling on County Roads and Bridges.

E. WORK SCHEDULE

Oconee County's "normal business hours" are defined as being: **8:00 AM to 5:00 PM**, Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered "outside normal business hours". Saturday work may be allowed with prior approval from the Public Works Director. Refrain from crack sealing on busier county roads while school buses are running.

Each "job/task" shall be completed within the period agreed upon between the Contractor and Owner. Contractor shall be expected to begin work within ten (10) days of each notice to proceed for every individual crack seal project. Contractor shall notify the Owner before beginning a new job/task and define a schedule.

This is an open-end agreement and Oconee County shall award the first opportunity to perform the work to the low bidder, however, should the Contractor be unable to start or complete the work in a timely manner, **the County reserves the right to award the work to the next lowest bidder.**

F. SAFETY REQUIREMENTS

Bidder shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work and all necessary safeguards for the protection of the workers.

During the execution of repair operations, the Contractor shall maintain safe and continuous vehicular access at all times, unless otherwise approved by Oconee County. The Contractor shall provide all necessary signage and traffic control devices.

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights and other traffic control devices; shall provide qualified flagmen where necessary to direct traffic; shall take all necessary precautions for the protection of the work and safety of the public.

All materials, equipment and traffic control measures shall conform to the current Georgia Department of Transportation (GDOT) “Standard Specifications for Construction” and “Manual of Uniform Traffic Control Devices for Streets and Highways” (MUTCD).

Placement and removal of construction traffic control devices shall be coordinated with Oconee County and/or the GA Department of Transportation a minimum of 48 hours in advance. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right-of-way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices used intermittently, such as “Flagman Ahead”, shall be removed and replaced when needed. When working within State highway right-of-ways, provide trained and certified flagmen who have completed a training program approved by the Georgia Department of Transportation.

Existing permanent traffic control devices within the construction work zone shall be protected from damage due to construction operations. All permanent traffic control devices requiring temporary relocation due to construction shall be located as near as possible to their original position. Their original position shall be measured for permanent reference points and recorded in a permanent log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original position. Relocated permanent traffic control devices shall be reinstalled in their original positions as soon as possible following construction in the affected location. The Contractor at his expense shall replace any permanent traffic control device damaged during construction due to negligence of the Contractor.

Construction traffic control devices shall be maintained in good repair, clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.

Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet

the minimum reflective requirements of the Department of Transportation. Sign panels shall be of durable materials capable of maintaining their color, reflective character and legibility during the period of construction.

No highway, road or street shall be closed to traffic without authorization from the proper authority. It shall be the Contractor's responsibility to determine the exact requirements of the authority having jurisdictions over the right-of-way and no extra compensation will be allowed the contractor for meeting such requirements.

The Contractor shall not allow traffic on the crackfill until it is sufficiently cured to prevent pickup or displacement by the turning movement of vehicle tires. The Contractor shall repair any damage by traffic to the applied crackfill at no expense to Oconee County. Traffic control equipment is to be supplied by the contractor or sub-contractor.

The crackfill shall be placed when the air and surface temperatures are at least 40° F and rising. Placement is not allowed if there is rain or threatening weather nor if the temperatures are forecasted to be below 32° F within 24 hours of the time of work.

G. POST AWARD DOCUMENT REQUIREMENTS

Awardee shall submit proof of current certificate of insurance as per Oconee County Insurance Requirements (Exhibit "A"). Awardee who does not hold an 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. If the Awardee plans to use sub-contractors, a list shall be provided with the bid and Sub-Contractor Affidavits are to be provided to the County within five (5) working days from the day the sub-contractor is to begin working.

H. PRICING

1. Bidder must complete and sign the Bidder's Cost Schedule.
2. Pricing shall remain as bid for 60 days
3. County payment terms are net 30 (see Section II -V, Invoicing and Payment).
4. Measurement and payment for crack cleaning and sealing shall be by the linear foot.

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

I. COUNTY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

1. All work under this Agreement shall be performed in a skillful and competent manner. The Contractor and its employees shall be professional and courteous at all times. The County may require, in writing, the Contractor to remove any employee from work for reasonable cause, as determined by the County.
2. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Oconee County. The Contractor shall provide and make available an appointee to the County for project coordination and supervision of Bidder installation

- personnel. Coordination consists of meeting with the County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
3. The successful Bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.
 4. The Contractor shall ensure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work is restored to the same condition prior to start of the project. If an inspection reveals the Contractor fails to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fails to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.
 5. No one except authorized employees of the Contractor is allowed on the premises of Oconee County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
 6. All information disclosed by Oconee County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor during the course of performing such work is to be kept strictly confidential.

(END OF TECHNICAL SPECIFICATIONS)

Section IV

Bid Schedule

Bid Control Number 1904-19



Annual Crack Sealing/Filling Various County Roads

Oconee County Board of Commissioners
Invitation for Bid#1904-19
Annual Crack Sealing/Filling Various County Roads
Bid Schedule

Place: Oconee County Courthouse, Watkinsville, Georgia

Date: Thursday, May 2, 2019

Time: 1:30 PM

Bid of _____ (hereinafter called "Bidder") a corporation organized and existing under the laws of the State of _____ a partnership, or an individual doing business as _____.

To: Oconee County Board of Commissioners (hereinafter called "Owners")
23 N. Main Street
Watkinsville, Georgia 30677

Ladies and Gentlemen,

The Bidder, in compliance with your Invitation to Bid and having examined the specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the proposed service including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies and to crack seal/filling services to various county roads in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this bid is a part.

Bidder assumes the responsibility to download all addenda published on the Oconee County's website prior to submittal of his bid and accepts that failure to acknowledge receipt of each addendum individually as grounds for finding the bid non-responsive. Bidder hereby acknowledges receipt of the addenda by submitting a signed addenda acknowledgement form with their bid. The unit and/or lump sum prices shown shall include all labor, materials, bailing, overhead, profit, insurance, etc., to cover the services of the several kinds called for.

Respondent agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.

The Bidder understands that the Owners reserve the right to reject any or all bids and to waive any informalities in the solicitation process.

The Bidder understands the quantities mentioned are only approximates and are

Oconee County Board of Commissioners
Invitation for Bid#1904-19
Annual Crack Sealing/Filling Various County Roads
Bid Schedule

subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided in the specifications.

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

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

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

The Bidder is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders were notified that all bids for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. The bidder who subcontracts for labor and services, as well as the subcontractors of bidder's subcontractors, in furtherance of that contract is also subject to this requirement.

Please use this Bid Schedule to indicate the cost for these services. Your total cost must include **ALL** fees, travel, and any other costs needed fulfill your services to the County. Please answer the questions below:

1. Federal Tax ID# _____
2. Do you plan to subcontract any portion of these services? Yes _____ No _____
If yes, please provide an attached list of names of subcontractors with your bid (County form provided).
3. Anticipated Start Date: _____
4. Are there any Exceptions noted in your submittal? Yes _____ No _____
If yes, mark the exceptions on the ITB document and summarize exceptions on a separate attached sheet of paper. Return both with your Bid Schedule.
5. Did you submit an Alternate Bid? Yes _____ No _____

Oconee County Board of Commissioners
Invitation for Bid#1904-19
Annual Crack Sealing/Filling Various County Roads
Bid Schedule

If yes, please submit alternate on a separate sheet of paper, sealed in an envelope marked "Alternate Bid". Alternate Bids will only be accepted if noted in the ITB documents or issued addenda.

6. THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING SERVICES IN STRICT CONFORMANCE TO THE ITB SCOPE OF WORK AND ITB INVITATION ISSUED BY OCONEE COUNTY. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE ITB. PRICES ARE GOOD FOR 90 DAYS AFTER AWARD:

I. Base Services

Item	Item Description	Quantity	Unit	Unit Price	Total Price
1	Cracksealing – Various Co. Roads	Up to 80,000	LF		
2	Cracksealing – Various Co. Roads	Over 80,000	LF		
3	Cracksealing – Various Co. Roads (Wide and/or deep cracks)	Est. Unknown	LF		
Total Base Bid					

ii. Wide and/or deep cracks will be filled with _____ (Contractor to fill in blank with material). It is expected that the fill material costs are included in the per lineal foot cost listed above in item 3. No additional payment will be made for fill material beyond the per lineal foot price presented above.

Bidder declares that the full name and resident address of Bidder's Principal is as follows:

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

Oconee County Board of Commissioners
Invitation for Bid#1904-19
Annual Crack Sealing/Filling Various County Roads
Bid Schedule

Bidder's Company Name _____

Bidder's Mailing Address: _____

Email/Telephone Contact: _____

Date: _____

BY: Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

[NOTARY SEAL]

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20____

Notary Public

My Commission Expires: _____

(END OF BID SCHEDULE)



Oconee County Board of Commissioners

EXHIBIT

A. Oconee County Insurance Requirements

Exhibit A

Oconee County Insurance Requirements

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

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

Important:

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

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

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

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

Exhibit A

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

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

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

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	

Exhibit A

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

Automobile Liability

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

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

2. Asbestos Abatement:

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

Exhibit A

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

5. **Custodial Services:**

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

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

Exhibit A

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

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

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

7. **Food Service:**

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

Exhibit A

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

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

9. Landscaping / Lawn Care:

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

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

Environmental Impairment Liability (with 1 year extended reporting period)

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

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

Exhibit A

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

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Professional liability (malpractice) \$ 3,000,000

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

11. Pest Control:

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Exhibit A

Automobile Liability

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

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

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

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

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

Exhibit A

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

14. Security:

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

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

15. Staffing Services:

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

Exhibit A

Automobile Liability

Combined Single Limit

\$ 1,000,000

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



Oconee County Board of Commissioners

**Invitation to Bid
ITB #1904-19
Annual County Crack Seal Program**

ATTACHMENT A



ITB #1904-19
Annual County Crack Seal Program
Bidder's Checklist

Company Name: _____

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

ITEM DESCRIPTION

- Bidder's Checklist
- Addenda Acknowledgement Form
- Bidder's Information Form
- Bidder's Local Business Initiative Affidavit
- Bidder's Affidavit
- Bidder's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- S.A.V.E. Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Subcontractor Affidavit (if applicable)
- Sub-Contractor's List
- Bidder's Reference Form
- W-9
- Copy of Current Insurance/Certificate of Insurance
- Copy of Any Licenses/Certifications Requested within ITB (General Contractor's License)

Authorized Signature

Title

Print Name

Date

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



ITB #1904-19
Annual County Crack Seal Program
Addenda Acknowledgement

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

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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

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



ITB #1904-19
Annual County Crack Seal Program
Bidders Information Form

1. Legal Business Name _____

2. Street Address _____

3. City, State & Zip _____

4. Billing Address _____

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

6. Name & Title of Authorized Signer: _____

7. Primary Contact _____

8. Phone _____ Fax _____

9. E-mail _____ Company Website _____

10. 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 BID



ITB #1904-19

**Annual County Crack Seal Program
Local Business Affidavit of Eligibility**

*Legal Name of Business: _____

1. Mailing Address:

Physical Address: (if different)

2. Year business was established in Oconee County: _____

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

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

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

If yes, specify the location(s): _____

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

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

If yes, specify the locations(s): _____

8. Bank (branch in Oconee County): _____

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

Attest: _____

***Authorized Signature:** _____

Sworn to and subscribed before me this _____

***Print Name:** _____

day of _____, 20 _____

***Title:** _____

Commission Expires: _____

(Seal)

*Non-Local Business _____
(Check Here)

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



ITB #1904-19
Annual County Crack Seal Program
AUTHORITY TO BIND FIRM IN AGREEMENT (Bidder's Affidavit)

DATE: _____

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

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

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

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

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

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

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 Public
My Commission Expires: _____

[NOTARY SEAL]



ITB #1904-19

**Annual County Crack Seal Program
Bidder's Certificate and Statement of Non-Collusion**

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

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

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **ITB #1904-19 Annual County Crack Seal Program** was issued except: 1) through the Purchasing Office 2) at the Pre-Bid Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any Contractor violating this provision.**

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

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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



ITB #1904-19
Annual County Crack Seal Program
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 BID

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

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

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

As _____ a _____ representative _____ of:

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

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

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

This day of _____, 20 _____.

Signature of Applicant: _____

Printed Name: _____

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

Notary Public

My Commission Expires:

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

Alien Registration number for non-citizens: * _____



ITB #1904-19

**Annual County Crack Seal Program
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



ITB #1904-19

**Annual County Crack Seal Program
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	ITB#1904-19

CONTRACTOR AFFIDAVIT

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

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



ITB #1904-19
Annual County Crack Seal Program
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	ITB#1904-19

SUBCONTRACTOR AFFIDAVIT

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

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



ITB #1904-19
Annual County Crack Seal Program
Subcontractors

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 BID



ITB #1904-19

**Annual County Crack Seal Program
Contractor References**

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

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 BID

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
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or								
Employer identification number								
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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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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