# REQUEST FOR PROPOSAL

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| *ISSUING AGENCY* | *UNION COUNTY COMMISSIONER*<br>*65 COURTHOUSE STREET, SUITE 1*<br>*BLAIRSVILLE, GEORGIA 30512*<br>*PHONE: 706-439-6000*<br>*FAX: 706-436-6004* |
| *ISSUE DATE* | *APRIL 12, 2016* |
| ***PRE-PROPOSAL MEETING*** | ***TUESDAY, APRIL 19, 2016***<br>***10:00 A.M.*** |
| ***PROPOSAL CLOSING DATE*** | ***MAY 10, 2016*** |
| ***PROPOSAL CLOSING TIME*** | ***4:00 P.M.*** |
| ***Commodity*** | ***Haralson Memorial Civic Center Roof Replacement***<br>***Project# UC-2016-001*** |

## REQUEST FOR PROPOSAL

THE UNION COUNTY COMMISSIONER IS REQUESTING PROPOSALS FROM GEORGIA STATE LICENSED CONTRACTORS TO REPLACE THE ROOF AT THE HARALSON MEMORIAL CIVIC CENTER LOCATED AT 185 WELLBORN STREET, BLAIRSVILLE, GA. CONTRACTOR MUST HAVE CURRENT CONTRACTOR'S LICENSE. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND SERVICES NECESSARY IN THE PERFORMANCE OF THIS RFP.

A PRE-PROPOSAL MEETING IS SCHEDULED FOR 10:00 A.M., TUESDAY, APRIL 19, 2016 AT THE HARALSON MEMORIAL CIVIC CENTER IN BLAIRSVILLE, GA.

PROPOSALS WILL BE RECEIVED BY THE UNION COUNTY COMMISSIONER, 65 COURTHOUSE STREET, SUITE 1, BLAIRSVILLE, GEORGIA 30512 UNTIL 4:00 PM LOCAL TIME ON MAY 10, 2016. LATE PROPOSALS WILL NOT BE CONSIDERED NOR RETURNED. PROPOSALS WILL BE FORMALLY ACCEPTED AND ACKNOWLEDGED AT THE UNION COUNTY COMMISSIONER'S OFFICE BY STAFF PERSONNEL.

THE PROPOSAL DOCUMENTS AND SPECIFICATIONS ARE AVAILABLE FOR INSPECTION ON THE UNION COUNTY WEBSITE AT WWW.UNIONCOUNTYGA.GOV AND AT THE UNION COUNTY COMMISSIONER'S OFFICE, 65 COURTHOUSE STREET, SUITE 1, BLAIRSVILLE, GEORGIA 30512; PHONE 706-439-6000 OR FAX 706-439-6004.

PROPOSALS MAY NOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE TIME AND DATE SET FOR CLOSING, EXCEPT AS ALLOWED BY O.C.G.A. UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY TECHNICALITIES.

**RFP DOCUMENTS ARE AVAILABLE AT THE UNION COUNTY, GEORGIA WEBSITE:** WWW.UNIONCOUNTYGA.GOV.

(LEGAL AD)
TO RUN 04/13/16

ALSO TO BE ADVERTISED ON THE COUNTY WEBSITE

# 1.0 INTRODUCTION

## 1.1 Purpose of Procurement

The Union County Commissioner is requesting proposals from Georgia State licensed contractors to replace the roof at the Haralson Memorial Civic Center located at 185 Wellborn Street, Blairsville, GA 30512.

## 1.2 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), Union County certifies that the use of competitive sealed bidding will not be practical or advantageous to the County in completing the acquisition described in this document.

The Owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interests. The Owner shall have the right to accept any proposal.

## 1.3 Schedule of Events

This Request for Proposals shall be governed by the following schedule:

| DATE | ACTIVITY |
|---|---|
| April 12, 2016 | Release of RFP |
| April 19, 2016<br>10:00 A.M. | Pre-Proposal Meeting |
| April 27, 2016<br>12:00 PM | Deadline for written questions to be submitted to Pam Hawkins (purchasing@uniongov.com) |
| May 4, 2016<br>5:00 PM | Answers to written questions posted to website: www.unioncountyga.gov |
| May 10, 2016<br>4:00 PM | Proposals Due |

## 1.4 Restrictions on Communications

From the issue date of this RFP until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any County staff or elected officials except: 1) through the Project Manager or County Staff named herein, 2) at the Pre-Proposal Meeting or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

## 1.5 Pre-Proposal Meeting

A Pre-Proposal meeting will be held at 10:00 a.m. on Tuesday, April 19, 2016. The meeting location will be the Union County Courthouse, 65 Courthouse Street, Blairsville, GA, 30512, in the Commissioner's Office.

## 1.6 Questions & Addenda

All questions concerning this RFP **must be submitted in writing** (email is preferred but fax and mail may be used) to the Union County Commissioner's Office no later than 12:00 pm on April 27, 2016, local time.

The Inquiries must be directed to:

**Kevin Hamby, Project Manager**
Union County Commissioner
65 Courthouse Street, Box 1
Blairsville, GA 30512
**khamby@chacompanies.com**
**Phone (706) 215-1364**

No response to inquiries other than written will be binding upon the County. Union County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposals. Addenda shall be posted to the county website, www.unioncountyga.gov, no later than May 4, 2016, at 5:00 PM. A signed copy of any addenda shall accompany submitted qualifications proposals. Proposers are advised to check the website for addenda before submitting their Proposals.

## 1.7 Definition of Terms

**County** – Office of the Union County Commissioner

**OCGA** - Official Code of Georgia Annotated (State Statute)

**Proposer** - Respondent to this Request for Proposals

**Contractor** - The successful respondent to this Request for Proposals, after being placed under contract with the County.

**RFP** - Request for Proposals

**Contract Documents** – The Contract Documents are defined as all Drawings, Specifications, Bulletins, Agreement Forms and Addenda issued through the completion of the project including, but not limited to:

1. Appendix A Proposal Certification

2. Appendix B e-Verify / Save Affidavit (for contractor, sub-contract, and sub-sub contractor)
3. Appendix C UCC Contract
4. Appendix D UCC Design Criteria and Specifications
5. Appendix E UCC Design Drawings

### 1.8 Contract Term

The contract between the County and the Contractor shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein. Union County reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this proposal.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are not longer available to satisfy the obligations of the County under this contract.

### 1.9 Bonds

| | |
|---|---|
| Bid Bonds | 5% of total bid amount |
| Performance Bonds | 100% of total contract price (required of awarded vendor only) |
| Payment Bonds | 100% of total contract price (required of awarded vendor only) |

Information regarding bonds to be furnished (if required) is stated in the 6.0 Terms and Conditions section of this bid document, 6.26 "Bid Bonds, Performance Bonds & Payment Bonds".

### 1.10 Exception to RFP

Each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken **must** be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the proposer's solution, must be explained in detail.

The County welcomes innovative suggestions and recommendations from Contractors that will ensure a 100% successful service approach.

## 2.0 SCOPE OF WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations to replace the roof on the Haralson Memorial Civic Center.

## 3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

### 3.1 Proposal Requirements

a. A transmittal letter that states the Proposal is submitted in response to **RFP "Haralson Memorial Civic Center Roof Replacement – Project# UCC-2016-001".** Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.

b. Completed Pricing Proposal that addresses all elements of the Scope of Work referenced in Section 2 of this RFP.

c. Qualifications Information requested in Section 4 of this RFP.

d. Evidence of Insurance.

e. Bidder's Certification (Appendix A)

f. E-Verify / SAVE Affidavit (Appendix B)

g. Signed Addendum (if any)

h. Current contractor's license

### 3.2 Pricing Proposal

The pricing proposal is to provide Union County with how your company charges for the materials and services needed. Pricing should include normal fees associated with the performance of the service specified, including materials, supervision, labor, transportation, delivery, and related costs including allowances for any unforeseen conditions.

The Pricing Proposal must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer.

**The Pricing Proposal must be submitted as a separate, sealed package.**

## 4.0 QUALIFICATIONS INFORMATION

Qualifications information together shall not exceed 20 pages. Provide the following qualifications information:

a. Business location and officers of the firm (company background)
b. Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.
    i. If a public company, include a recap of the most recent audited financial report.

ii. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

c. Business Litigation
   i. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.

d. Resumes of key personnel proposed to participate in the project including education background and employment history.

e. A complete list of all relevant work performed for public entities within the last five (5) years, including contact names and telephone numbers.

f. Copies of manufacturer installer certificates (if applicable to RFP). Contractors must be certified resellers of the products they provide and install.

g. Logistics Plan. Proposers shall submit a brief description of proposed site management logistics including the following items:
   i. Contractor's on site staffing, number of personnel and their primary duties.
   ii. Space requirements for on-site materials storage.
   iii. List of proposed subcontractors.

h. As the above items are to be considered in selection of the Contractor, submission of this information shall be binding on the Contractor and shall not be changed without agreement in writing from the Owner.

# 5.0 PROPOSAL SUBMISSION AND EVALUATION

## 5.1 Process for Submitting Proposals

### 5.1.1 Preparation of Proposal

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Contractor should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

### 5.1.2 Packaging of Proposal

Mark the outside of the shipping package as follows:

**RFP – Haralson Memorial Civic Center Roof Replacement Project# UCC- 2016-001**

***Failure to properly label the OUTSIDE of the shipping container may result in disqualification.***

Inside the shipping container, the proposal in response to this RFP must be divided into **two separate** and appropriately **labeled** and sealed packages - a Qualifications Proposal and a Pricing Proposal. The inner packages shall be labeled with the submitting firm's name.

1. The contents of the sealed, inner package labeled **"Qualifications Proposal"** will include an original and five (5) copies of each of the following:
    - Transmittal letter referenced under Section 3.1 of this RFP
    - Bidder's Certification (Appendix A)
    - E-Verify / SAVE Affidavit (Appendix B)
    - All qualifications information referenced under Section 4 of this RFP
    - Proof of Insurance
    - Signed Addendum (if any)
    - Copy of current business license

2. The contents of the sealed, inner package labeled **"Pricing Proposal"** will Include an original and five (5) copies of each of the following:
    - Completed Pricing Proposal

**Do not include price information of any kind in the Qualifications Proposal**

### 5.1.3 Submission of Proposals

Proposals will be received by Union County until 4:00 PM on May 10, 2016. The original and five (5) copies must be mailed, hand-delivered, or express mailed to:

**Pam Hawkins**
**Union County Commissioner's Office**
**65 Courthouse Street, Suite 1**
**Blairsville, GA 30512**

**Any submission received after the due date and time will not be evaluated.**

NOTE: Many express mail services do not guarantee overnight delivery times to Union County. Any proposal received after 4:00 PM on May 10, 2016 will not be opened.

## 5.2 Evaluation Process

The evaluation of proposals received on or before the due date and time will be conducted as follows:

### 5.2.1 Administrative Review

The proposals will be reviewed by the County for the following administrative requirements:

1. Submitted by deadline

2. Separately sealed Qualifications Proposal and Financial Proposal

3. All required documents have been submitted

4. Qualifications Proposal does not include any financial information

5. All documents requiring an original signature have been signed and are included

### 5.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.

### 5.2.3 Qualifications Proposal Evaluation

Proposals which pass the Mandatory Requirements Review will then be evaluated based on the qualification factors. Qualifications information will be scored as follows and may receive a maximum of one hundred (100) points.

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|---|---|
| Company Background / Local Participation | 10 |
| Financials | 10 |
| Litigation | 5 |
| Personnel Qualifications | 20 |
| Relevant Work | 20 |
| Pricing Proposal | 35 |
| Total Points | 100 |

### 5.2.4 Financial Proposal Evaluation

The pricing proposal from bidders not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the County.

### 5.2.5 Oral Presentations

The County reserves the right to invite Proposers to present their qualifications.

### 5.2.6 Selection of Proposal

Upon completion of the evaluation process, the Commissioner will select the proposal that is in the best interest of Union County.

## 5.3 Rejection of Proposals/Cancellation of RFP

Union County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do

so would be to the advantage of the County. It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFP at any time. The County will not be liable for any cost/losses incurred by the Contractors throughout this process.

# 6.0 TERMS AND CONDITIONS

## 6.1 RFP Amendments

The County reserves the right to amend this RFP prior to the proposal due date. All addenda and additional information will be posted to the County website at www.unioncountyga.gov prior to 5:00 PM on May 4, 2016. It is the Proposer's responsibility to check the website for addenda before submitting a Proposal. All signed addenda shall be included in the Qualifications Proposal.

## 6.2 Agreement and Project Forms

The Agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

## 6.3 Proposal Withdrawal

A submitted proposal may be withdrawn prior to the due date by a signed written request to the Purchasing Director.

## 6.4 Cost for Preparing Proposals

The cost for developing the proposal is the sole responsibility of the Proposer. The County will not provide reimbursement for such costs.

## 6.5 Conflict of Interest

If a Proposer has any existing client relationship that involves Union County, the Proposer must disclose each relationship.

## 6.6 Contractor Selection

Union County reserves the exclusive right to determine which Proposer should be awarded the Contract. The County also reserves the right to reject any or all bids at its discretion with or without cause.

## 6.7 Negotiations with Apparent Winner

Prior to award, the apparent winning Proposer will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the Contractor's proposal.

The County reserves the right to negotiate modifications and costs with the successful Proposer provided that no such modifications affect the evaluation criteria set forth herein.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the County.

## 6.8 Taxes

Union County is exempt from taxes; however the Contractor shall pay all taxes required of him by law. Union County cannot exempt others from tax.

## 6.9 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

## 6.10 Cancellation for Cause

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

Union County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Union County. Union County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

## 6.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

## 6.12 Rejection of Submissions/Cancellation of Request for Proposals

Union County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of Union County. It is also within the rights of Union County to reject

proposals that do not contain all elements and information requested in this document. Union County reserves the right to cancel this Request for Proposals at any time. Union County will not be liable for any cost/losses incurred by the Contractors throughout this process.

### 6.13 Non-discrimination

Union County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

### 6.14 Payment

Payment terms and invoicing requirements shall be as defined by the Agreement form. See Section 6.2 of this RFP for more information on the Agreement form.

### 6.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the coverage as listed in Appendix C - UCC Contract.

### 6.16 Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

### 6.17 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Contractor of the responsibility for subsequent correction of errors,

the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the County for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

## 6.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Contractor shall have the right to retain copies of the same.

## 6.19 News Releases by Contractor

As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the County. All proposed news releases shall be routed to Union County for review and approval.

## 6.20 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Union County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

## 6.21 Drug Free Workplace

By submission of a Proposal, the Contractor certifies that the provisions of Code Sections 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. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

2. Each Contractor who hires a sub Contractor to work in a drug-free work place shall secure from that sub Contractor the following written certification:

3. As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

## 6.22 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

## 6.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Union County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

## 6.24 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

## 6.25 Documents Deemed Part of Contract

All Contract Documents issued by the Owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the proposer or contractor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the Owner.

## 6.26 Bid Bonds, Performance Bonds & Payment Bonds (if required)

A five percent (5%) Bid Bond, a one hundred percent (100%) Performance Bond, and a one hundred percent (100%) Payment Bond shall be furnished to Union County if stated as required in Paragraph 1.9 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.