



Notice - Request for Qualifications with Price Proposal

Date Issued: September 27th, 2023

RFQ/P #2023-04

Sealed submittals from firms will be received by the Finance Department of Habersham County, Georgia at 130 Jacob's Way, Clarkesville, GA, 30523 until 2:00 p.m. legal prevailing time will be on Wednesday, October 25, 2023 for:

Habersham County, Georgia Safe Streets for All (SS4A) Action Plan

After the time and in a designated room and place, the names of the Firms submitting proposals will be publicly read. No further information will be read, discussed or provided until the evaluation of all submittals is completed. No extension of the bidding period will be made other than by a formal written addendum.

Habersham County is seeking proposals from firms or team of firms experienced in transportation planning and engineering to support Habersham County in developing the Habersham County, Georgia Safe Streets for All (SS4A) Action Plan.

Proposal submittal documents may be obtained by going to our Bids & Proposals website at habershamga.com then select the bid titled 'Habersham County, Georgia Safe Streets for All (SS4A) Action Plan', click on 'Request a Bid Package', fill out the requested information, click 'Submit', and this will send an automatic request to our office. You may also contact us in the Finance Office at 130 Jacob's Way, Clarkesville, GA 30523, or via Phone 706-839-0220 to obtain the information at no charge.

This is the only official release site for this request for proposals or any addenda that may be issued for same.

All qualification submittals will be evaluated in accordance with applicable Habersham County rules, regulations and laws. This proposal will be evaluated using a multi-step process. The first step is to evaluate “**qualification**” submissions. Factors to be considered in the evaluation include: ability of the professional staff, experience on past projects, performance on past projects, and references for similar services. This step will result in a “shortlist of qualified firms”. During the evaluation process, the selection committee and the County reserve the right, when it may serve the County’s best interest, to request information or clarification from proposers or to allow corrections of errors or omissions.

Once the “short list” is compiled, the second step is to evaluate “cost proposal” which should have been submitted at the same time in a **separate sealed envelope**. If deemed necessary, the firms short-listed will be invited to interview with the committee.

Your submittal must have a signature in its “**original form**”. Habersham County suggests you provide a “cover letter” to submittal to ensure this. Please submit eight (8) hard copies and one (1) copy in digital format, either in Microsoft Word or PDF format.

No proposal may be withdrawn for a period of one-hundred and twenty (120) days after time has been called on the date of opening.

The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of whether that proposal is selected. The County shall have the right to waive any informality or irregularity in any bid received.

The County shall reserve the option to reject any or all bids, in whole or part, or to select any bidder to complete the described Work. Award of Contract will not be solely based on low bid, but also on quality, references and other subjective criteria as the County may deem necessary and determine at its sole discretion. The Undersigned Bidder expressly understands that his proposal may be rejected by the County for any reason without liability on part of the County to the Undersigned Bidder.

Questions: All questions must be in writing and directed solely to the issuing officer, Tim Sims, Chief Financial Officer, purchasing@habershamga.com. No other contact of any nature, verbal, email, or other communication, is permissible with any County staff member, nor its elected officials, nor Commissioners, during the evaluation process. Such contact may render the submission in violation of the Official Code of Habersham County and rendered as non-responsive. The bid response will not be evaluated for an award.

Habersham County, Georgia

Tim Sims
Chief Financial Officer

Habersham County, Georgia

Request for Qualifications
with Price Proposal
RFQ/P #2024-04

Habersham County, Georgia Safe
Streets for All (SS4A) Action Plan



Issued: September 27th, 2023

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I. Introduction

Habersham County is seeking proposals from firms or a team of firms experienced in transportation and bicycle/pedestrian planning and engineering to support Habersham County in the creation of the Habersham County, Georgia Safe Streets for All Action Plan. The scope of work is discussed below and provides information regarding the level of detail required as well as specific tasks to be accomplished. Habersham County intends to award an initial contract or contracts for work during fiscal year 2024. Any award for this project is contingent upon the respondent agreeing to enter into a Professional Services Agreement in the form included with the RFQ/P package. The respondent affirms they have thoroughly reviewed and is familiar with the terms of said Professional Services Agreement.

II. Firm Capability

Habersham County is seeking a transportation planning or engineering firm with experience in creating similar safety action plans for local governments.

General Qualifications:

1. The contractor shall be responsible for all work performed in support of this contract. Sub-contractors shall perform no work unless pre-approved in writing by the County. Contractors must disclose any intended sub-contractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor to fulfill one entire segment of this contract, then the bidder should submit to the County professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to sub-contractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their sub-contractor's work. The contractor shall not award more than twenty-five percent (25%) of the work to sub-contractors on any project, *without prior approval of the County Representative*, Jerry Baggett, Director of Roads and Bridges, and Public Works.
2. If awarded, The Contractor must maintain insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of coverage at least in the amounts indicated in EXHIBIT K – SAMPLE CONTRACT TEMPLATE FOR SERVICES. The insurance certificate must list County as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Habersham County, Georgia, its Board of Commissioners, its officers, employees and agents, 130 Jacob's Way, Clarkesville, GA, 30523.
3. The awarded contractor(s) shall provide transportation and bicycle/pedestrian planning and engineering services.
4. The County must pre-approve any change orders in writing. The County may deny any work done before the issuance of a written change order. Contractor is not to accept any verbal change order(s) from the project manager. The County will consider this out of scope and thus not to be compensated.
5. Contractor shall provide copies of the following Licensing with their bid response:
 - a. Valid Business License
 - b. Required licenses and certifications₅

III. Content and Format of Proposals

The County request that Bidders submit proposals addressing all items listed below. Failure to include any of these mandatory documents may result in disqualification. All responses must be in writing. Bidder's should submit one (1) copy of each proposal marked "Original" and all documents loaded onto one (1) USB flash drive in MS Word or PDF formats depending on the document.

Bidder's must submit their sealed bid response packages with clearly marked with "**RFQ/P 2024-04**, Habersham County, Georgia Safe Streets for All Action Plan" on the outside in the lower left hand corner of the package. The bid submittal must have a signature on the "Original" proposal. Habersham County suggests this bidder's provide this signature on their "Introductory Letter". Failure to sign your proposal in the introductory letter may render the proposal as "non-responsive" and thus not considered for award. Bidders **MUST** include their email address.

Follow these instructions carefully. Include in your bid response package two (2) separate, sealed envelopes. Mark one envelope with "**RFQ/P# 2024-04 Response**," and enclose these completed Exhibits:

- Copy of Business License**
- Certificate of Insurance**
- Exhibit A – **Mandatory** Bid Response Sheet
- Exhibit B – RFQ/P Terms and Conditions – **Read Only**
- Exhibit D - **Mandatory** Questions Worksheet
- Exhibit E - **Mandatory** Scored Questions/Responses
- Exhibit F - **Mandatory** S.A.V.E. Program Affidavit
- Exhibit G - **Mandatory** Cone-of-Silence Affidavit
- Exhibit H - **Mandatory** Completed W-9 Form
- Exhibit I – **Mandatory** E-Verify Affidavit
- Exhibit J – **Mandatory** Contractor Ethics Affidavit
- Exhibit K – Sample Contract Template for Services – **Read Only**

In a separate sealed envelope from above, clearly mark "**RFQ/P #2024-04 Mandatory Cost Proposal Worksheet**", and enclose a completed Exhibit C - Mandatory Proposal Cost Worksheet.

Exhibit C – **Mandatory** Cost Proposal Sheet

Do not enclose the Cost Proposal Worksheet in the Technical Response envelope. This will render your proposal as non-responsive and thus not evaluated for award.

Bidders may submit to the following address by the deadline date and time. All deliveries must be date and timed stamped. The County is not responsible for late bids due to mailing delays.

**Hand Delivery/FedEx/UPS/USPS/
Courier:** Habersham County
Administration Building Finance
Department - 3rd Floor, 130 Jacob's
Way. Suite 302 Clarkesville, GA 30523
Attn: Tim Sims

Mailing Address:
Habersham County
Administration Building
130 Jacob's Way, Suite 302,
Clarksville, GA 30523

Technical Proposal Response: Bidders must answer all Mandatory Questions, which are pass/fail, as well as the Mandatory Scored Question. The County's Evaluation Committee will weigh the answers with point values. The total maximum points available for the Technical Proposal response is nine-hundred (900) points.

Bidders may expand their answers to the questions onto separate pages if needed, with the question repeated at the top of each page, in addition to the space provided next to each Mandatory Scored Question worksheet.

Responses to the questions should be clear and concise. If possible, summarize key information or points for each question at the beginning of answers.

Evaluation and Selection: The County will evaluate all submittals in accordance with the Official Code of Habersham County, Georgia and as further detailed herein. The County uses the 'Technical Proposal' that outlines the bidding firm's qualifications and experience and its approach to offering the Services. The total available points available is nine-hundred (900) points.

The Evaluation Committee will then evaluate cost for such services to determine the best value in the interest of the County. The total available points available for cost is one hundred (100). The total highest score is a possible one-thousand (1,000) points. The highest scoring proposal will be the apparent award winner and may enter negotiations with the County.

The County has determined its own Evaluation and selection Committee to review the submitted qualifications of submitting firms. During the evaluation process, the County reserve the right, when it may serve the County's best interest, to request information for clarification from proposers and to allow corrections to errors or omissions.

Defined Terms: For the purpose of this Request for Qualifications, the terms; 'consultant', 'submitter', 'proposer', 'firm' and 'bidder', 'contractor', 'agency', 'company', shall mean one and the same. Additionally, the terms 'submittal', 'bid', 'response' and 'proposal' shall also mean one and the same. Additionally, 'Habersham County, Georgia', 'Habersham County Government', 'Habersham County Board of Commissioners', and 'County', shall all mean one-and-the-same.

Validation: Bidders must sign and notarize their submittals. Habersham County requires that bidder's provide a cover letter with a signature by an officer of the firm with the submittal to ensure its originality. Please submit one (1) hard paper proposal marked "Original" with a signature, along with seven (7) copies, and additionally provide the proposals (technical and separately cost) in a digital format on a flash drive, in both Microsoft Word or PDF, as each document requires.

The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of contract award or not. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received.

Bidders must complete and return all forms and documents entitled '**Mandatory**' with the bid or the proposal. Failure to do so may deem the proposal non-responsive and the County will not evaluate for award.

Award Process: The County reserves the option to reject any or all bids, in whole-or-in-part, or to select any bidder to complete the described Service. The County will make an award of contract based on approach, references, qualifications and other subjective criteria as the County may deem necessary and determine at its sole discretion. Bidder then expressly understands that the County may reject the proposal for any reason without liability on part of the County to the Bidder.

IV. Scope of Work

A. General: Habersham County Board of Commissioners is soliciting proposals to develop the Habersham County, Georgia Safe Streets for All (SS4A) Action Plan from firms or team of firms experienced in transportation planning and engineering. This project is funded by the Federal Safe Streets and Roads for All Action Plan Grant with matching dollars coming from the Habersham County general fund, and in kind matching. Therefore, all activities must be performed in strict adherence to applicable federal regulations.

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	June 15, 2025
Planned Action Plan Completion Date:	August 15, 2025
Planned Action Plan Adoption Date:	October 15, 2025
Planned SS4A Final Report Date:	December 30, 2025

B. Background and Objectives:

Habersham County, GA will develop an Action Plan with the goal of eliminating roadway fatalities and serious injuries by a certain percentage and date determined by the plan. Area representatives and a selected consultant/moderator will plan meetings and combine public input, data analysis, and statistics into a plan. A Task Force will be charged with supervising the implementation and monitoring.

A baseline will be developed from studies of the frequency of crashes, severity of injuries, areas, times, driver ages, law violations, weather conditions, lighting, traffic volume and prevailing types of crashes. A consideration of systemic and specific safety needs will also be performed to employ low cost, high impact strategies that can improve safety.

Engagement methods will include gathering of information from holding English and Spanish (population 30%) public meetings at multiple Habersham County community centers with a virtual attendance option, presenting to clubs and area groups, posting a survey and video on all participating government’s websites, notifications of the survey in the local newspaper, radio and local neighborhood and nonprofit newsletters.

The Task Force will review and assess road development policies and guidelines, County strategies, comprehensive plans, economic development plans and other transportation manuals to identify standards and guidelines to prioritize transportation safety.

Using local data, best evidence and practices, stakeholder input, and countermeasures that address prevailing crash types, strategies and projects will be developed with a timeline. Prioritization will be given to potential of reducing crash rates and eliminating safety concerns.

The Task Force will report quarterly on Action Plan evaluation data (baseline information, measurement methods and data) to the public via website and local media releases. An annual evaluation will be completed to confirm that safety concerns are addressed.

C. Work Tasks:

Specific objectives, which must be provided and are listed in Section B, Background and Objectives, are identified, but consultants may propose additional ones that contribute to the successful completion of the project and meet overall project objectives.

Below is the complete scope of work and schedule the Habersham County, Georgia Safe Streets for All Action Plan:

Habersham County, Georgia Safe Streets for All Action Plan

Scope of Work/Services

Primary Objectives

- a. Analyze existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across Habersham County;
- b. Analyze the location where there are crashes, the severity, and contributing factors and crash types;
- c. Analyze the systemic and specific safety needs as needed, such as high risk road features, specific safety needs relevant to road users, etc;
- d. Create a geospatial identification of higher risk locations;
- e. Engage with the public and all relevant stakeholders, including community groups and the private sector;
- f. Incorporate feedback received through public engagement into the safety action plan;
- g. Facilitate inter- and intra-governmental cooperation and collaboration amongst Habersham County and its cities (if applicable), Cornelia, Clarkesville, Baldwin, Demorest, Mt Airy and Tallulah Falls;
- h. Create an equitable and inclusive representative process, including in project identification and access;
- i. Identify underserved communities through data;
- j. Develop a plan that includes consideration for current policies, plans, guidelines, and standards, including consideration of how to improve safety;
- k. Develop a plan that discusses implementation through the adoption of revised or completely new policies, standards, and guidelines;
- l. Create a comprehensive list of projects and strategies to address safety, including time ranges for when projects and strategies can realistically be deployed, and develop a construction activities to take place once Action Plan is complete and adopted by Habersham County;
- m. Create a project prioritization strategy;
- n. Discuss within the plan how progress will be measured over time, including utilizing outcome data;
- o. Create a project webpage for staff and public to monitor progress and provide input as needed.

***Key Safety Action Plan Dates:**

- **11/27/23:** Planned Action Plan Kick Off Date
- **6/15/25:** Planned Draft Action Plan Completion Date
- **8/15/25:** Planned Action Plan Completion Date
- **10/15/25:** Planned Action Plan Adoption Date
- **12/30/25:** Planned SS4A Final Report Date

***Timetable:**

Description	Date
RFP Released	Wednesday, September 27 th , 2023
Deadline for Qualifications/Proposal Questions	Monday, October 16 th , 2023, at 5:00 pm, EST
Submittal deadline	Wednesday, October 25th, 2023, at 2:00 pm, EST
Tentative award date	Monday, November 20 th , 2023
Project Completion Date	Friday, August 15 th , 2025

Schedule

1. Project Initiation (November 2023 – February 2024)

- i. Kickoff meeting
- ii. Review of previous plans and documents
- iii. Discuss stakeholder expectations
- iv. Review existing legislation and policy
- v. *Deliverables:* Kickoff meeting, summaries of meetings with stakeholders, final detailed scope, schedule, public outreach plan, and stakeholder engagement plan

2. Data Collection and Existing Conditions Analysis (November 2023 – June 2024)

- i. Collect base map data and information from Habersham County and local jurisdictions (if applicable)
- ii. Collect and begin analysis of crash data
- iii. Complete inventory of existing roadways and pedestrian infrastructure
- iv. Complete inventory of existing and planned roadway and pedestrian projects
- v. *Deliverables:* Base maps of existing roadway conditions, active and planned projects, crash trends and hotspots

3. Public Involvement (February 2024 – June 15th, 2025)

- i. Consultant is expected to host at least two informational meetings with the public in which local stakeholders will be in attendance
- ii. Consultant is expected to create an online survey to be used to engage with citizens on existing projects and issues as well as to engage on draft project lists created later in the project
- iii. Consultant is expected to establish a website for the project, where information on the project and schedule will be available to the public, and online public surveys will be hosted
- iv. Consultant will engage with the public through media releases and an e-mail list established on the project website
- v. *Deliverables:* Project website, online communications with public, informational meetings with the public, summaries of informational meetings with the public, public engagement schedule posted on project website

4. Stakeholder Involvement (November 2023 – June 15th, 2025)

- i. Consultant is expected to attend monthly check-in meetings with project team staff members representing Habersham County
- ii. Consultant is expected to create a stakeholder committee that will help guide the SS4A Safety Action Plan process
- iii. Consultant is expected to collaborate with GDOT, FHWA, and FTA as needed
- iv. *Deliverables*: Monthly check-in meetings, stakeholder engagement strategy, summaries of monthly check-in meeting

5. Development of Draft (*due June 15th, 2025*) and Final (*due August 15th, 2025*) Habersham County, Georgia Safe Streets for All Action Plan (November 2024 – May 2025)

- i. Consultant will develop Draft and Final Habersham County, Georgia Safe Streets for All Action Plan
- ii. Final Habersham County, Georgia Safe Streets for All Action Plan will be adopted by the Habersham County Board of Commissioners in October 2025
- iii. *Deliverables*: Draft and Final Habersham County Safe Streets for All Action Plan documents and supporting map packages, project lists, etc.

Public Participation Strategy

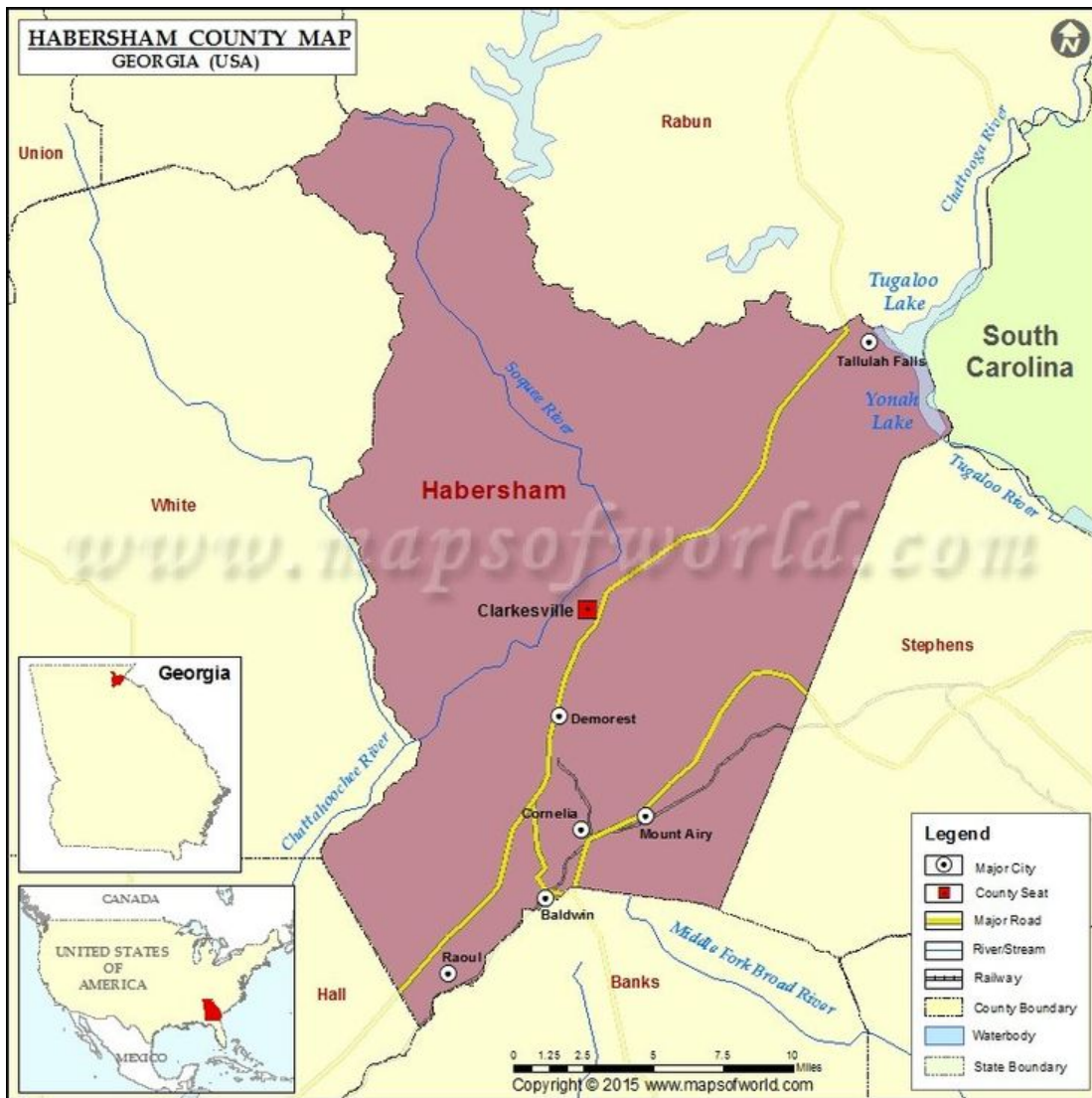
Primary Objectives

- a. Provide an avenue for the public to learn about the developing plans on a central website;
- b. Provide both in-person and online public comment opportunities regarding the project objectives, project selection, etc;
- c. Continue soliciting community input on transportation desires and concerns throughout the agreed upon public involvement period;
- d. Specifically reach out to low income, minority, and non-English speaking communities, and;
- e. Gauge community reaction to potential new transportation and safety solutions for the area.

Deliverables

- Habersham County, Georgia Safe Streets for All Action Plan document
- Safety Action Plan Executive Summary Provided in a PowerPoint format
- GIS project shapefiles for all identified projects and crash data

Figure: Habersham County, Georgia



V. Selection Process

Steps to Award

The Evaluation Committee will recommend award of the contract to the highest scoring company(s). Upon the County's award of contract, the County will present an agreement to the selected contractor(s) for execution. If execution of this agreement with the selected Contractor is unsuccessful, the County retains the right to negotiate with the lower ranked Contractor(s) and so on, until reaching a satisfactory agreement.

- Step 1:** The Evaluation Committee will evaluate the bidder's responses according to the criteria as described herein, and score and rank the proposals. The County reserves the right to request clarification of information provided and to request additional information required to assist in the evaluation process.
- Step 2:** Purchasing will then open the Cost Proposals and score the responses. Purchasing will combine these results with the results of Step 1 scoring. After this scoring, Purchasing will rank the highest scoring proposers on a short list.
- Step 3:** The Evaluation Committee may schedule interviews with the short list bidders. All costs associated with the interview (if required) will be at the expense of the proposing Bidder.
- Step 4:** Based upon the results of the proposals, references, and the interviews, the Purchasing Division along with the Evaluation Committee may negotiate with the Contractor(s) ranked highest in an attempt to reach agreement. If negotiations with the highest ranked firm are unsuccessful, the County may negotiate with the second ranked Contractor, and so on until reaching a satisfactory agreement.

EXHIBIT A

MANDATORY BID RESPONSE FORM

This section must be completed and returned with the bid by the Bidder

By submitting a proposal, the respondent certifies that it has fully read and understands the proposal and has full knowledge of the scope, nature, and quality of work to be performed. The services offered and the cost factor must be valid for at least one-hundred twenty (120) days from date of signature.

Date of Bid Submittal: _____ **RFQ/P Bid No: #** 2024-04

Bid Name: Habersham County, Georgia Safe Streets for All Action Plan

Affirmation: Bidder affirms the following by affixing a signature in blue ink below:

“I agree to abide by all terms and conditions of this RFQ/P and certify that I am authorized to sign this bid”.

Bidder Signature: _____ Date: _____

Print Name: _____

Title: _____

Print Name: _____

Phone Number: _____ Email Address: _____

Physical Address: _____

Physical Address 2: _____

Acknowledge receipt of all issued addenda (if any) by listing their numbers and date of issuance below:

Bids not signed may be declared as “Non-Responsive” and will not be evaluated.

If you desire to submit a “No Bid” then please indicate by checking one or both of the reasons listed below and explain.

_____ Bidder does not offer this service

_____ Unable to meet specifications

_____ Remove my company name from the bidder’s list

EXHIBIT B

Bid Submittal Terms and Conditions

1. **Modifications:** County does not allow changes to this Request for Qualifications and Cost Proposals (RFQ/P) or equally Invitation for Bid (IFB) except by written and published addenda by the County's Financial Services Department, Purchasing Division.
2. **Signing of Proposal:** Bidder's must sign their Proposals in wet signatures or the County may consider the bid "non-responsive" and thus not considered for award.
3. **Bid Acceptance Time:** The County requires bids to be valid for one-hundred twenty (120) calendar days from receipt.
4. **Bid Identification:** Bidders must clearly label the outside of their bid envelope with the Bid # and Title.
5. **Withdrawal of Bids:** Bidders may withdraw their bid if they give written notice prior to the time and date set for the opening of bid. Negligence on the part of the bidder in preparing bids confers no right of withdrawal or modification of bid after the County opens the bid response.
6. **Bonds:** If bonds are required, then the County must receive the bonds before work may begin. Include a letter of your company's Performance and Payment Bondability equal to one-hundred percent (100%) each (200% total) of the bid amount. Actual Bond amounts will be equal to the awarded contract dollar value for the first initial year of the contract. If a Bid Bond is required then Bidders include such in their bid response.
7. **Site Inspections:** Bidder's bear all responsibility to attend at their own expense any pre-bid job site inspections as may be required. If a Pre-Bid meeting is Mandatory, then only bidder's that attend the Pre-Bid meeting signified by a personal signature on the Pre-Bid meeting sign-in sheet may submit a bid.
8. **Award of Contract:** The County will make an award to a responsive and responsible bidder, whose bid conforms to the request for proposals, and is be most advantageous value to the County. The County reserves the right to reject any or all bids submitted and to waive any non-material technicalities or minor irregularities in bids received.

The County deems a written award as a binding Contract without further action by either party. Contract(s), if awarded, will be on a lump sum basis or individual line item basis, whichever the County finds in its best interest.
9. **Exceptions to Specifications:** Any award resulting from this request for proposals shall bind the proposer to all terms, conditions, and specifications set forth in this request for proposals. Proposers whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming proposer, when in the best interest of

the County, such awards will not be readily made, and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this request for proposals and so stated.

10. Proposal Results: Interested parties may request, in writing, a bid tabulation sheet after the Board of Commissioners have voted to accept the award recommendation.

11. Execution of Contract: After a Notice of Intent to Award, and a Notice of Award, the County will present the successful proposer with a contract. The County seeks to execute the contract expeditiously after the Notice of Award.

12. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the county at the time of the award and/or contract.

13. Regulatory Agencies: Successful proposer will be responsible for all required permits or license required by regulatory agency of the city, county, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).

14. Independent Contractors: The proposer represents to Habersham County that he is fully experienced and properly qualified to perform the functions provided herein and that he/she is properly equipped, organized, and financed to perform such functions. The proposer shall finance his/her own operations hereunder, shall operate as an independent contractor and not as an agent of Habersham county and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his/her employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

15. Assignment of Contractual Rights: It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposals or his/her right, title, or interest in or to the same, or any part thereof, without written consent of the County.

16. Starting Time: The County's Project Manager will designate the start date after Purchasing issues a "Notice to Proceed". The project must commence in a routine, orderly manner until completion and acceptance by the county.

17. Change Orders: The County will only acknowledge written change orders. Any work performed outside the contract agreement for which compensation over and above the agreement occurs; there must

be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.

18. Indemnity: Successful proposer agrees, if entering into a contract because of this request for proposals, to defend, indemnify, and hold harmless Habersham County from all courses of action or claims of damages arising out of or related to proposer's performance, actions, or those of their employees or agents, under said contract.

19. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Request for Qualifications with Cost Proposals, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Habersham County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by The County.

20. Appropriation of Funds: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time, as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

21. Governance: In the case of conflict or ambiguity between the Terms and Conditions and the Sample Contract Template for Services, the later shall govern.

**EXHIBIT C
RFQ/P
#2024-04**

Exhibit C - Mandatory Cost Proposal

NOTE: This Cost Proposal MUST be submitted in a separate, sealed envelope with the RFQ/P Number and bid due date/time written in lower left corner of the envelope.

The below signed Contractor agrees to provide all services outlined in this RFQ/P for the lump sum cost of: \$_____.

Company Name: _____

Signed: _____

Typed Name: _____

Job Title: _____

Date: _____

Habersham County Government

FINANCIAL SERVICES

Exhibit F

INSTRUCTIONS FOR **S.A.V.E Program Affidavit**

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

Background

Pursuant to the "Georgia Security and Immigration Compliance Act," Habersham County cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither the contractor nor sub-contractor may enter a contract with the County in connection with the physical performance of services unless the contractor or sub-contractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91. The County requires each contractor to fill out the affidavit below stating that the Contractor will comply with this Georgia Compliance Act before Habersham County can legally accept the bids from each contractor/vendor.

To register for the E-Verify Program visit www.uscis.gov .Your bid will not be accepted without this E-Verify Number.

Procedure:

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the Contractor's not cure the breach, then the County should be entitled to all available remedies, including termination of the contract and damages.

Prime Contractors must obtain a signed and notarized S.A.V.E. document for each sub-contractor utilized on this project.

[Affidavits and signature pages follow]

Habersham County Government

FINANCIAL SERVICES

Exhibit F INSTRUCTIONS FOR S.A.V.E Program **PRIME CONTRACTOR Affidavit** Under **O.C.G.A. § 13-10-91(b) (1)**

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Habersham County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work-authorization user identification (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov. The County will not accept bids without a valid E-Verify Number.*

Name of Prime Contractor

Contractor's/Vendor's E-Verify #

Street Address

City / State

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the
_____ Day of _____, 2023

Notary Public

My Commission Expires _____

Exhibit F
S.A.V.E Program SUB-CONTRACTOR Affidavit
Under O.C.G.A. § 13-10-91(b)(1)

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ on behalf of Habersham County, Georgia, has registered and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work-authorization user identification (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov. The County will not accept bids without a valid E-Verify Number.*

Name of Contractor

Contractor's/Vendor's E-Verify #

Street Address

City / State

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the
_____ Day of _____, 20_____

Notary Public
My Commission Expires: _____

Exhibit G

RFQ\IP #2024-04

Mandatory Cone-of-Silence Affidavit

In order to ensure fair consideration for all bidder's responding to the County's Request for Qualifications and Cost Proposals, the County requires that all potential bidders to the Solicitation, that all firms, companies, agents, or other refrain from discussions privately or publicly during the Solicitation process. This includes all staff, employees, subcontractors, as well as paid or unpaid personnel acting on the firm's behalf shall not contact nor participate in any type of contact with County employees, department heads or elected officials, up to and including the County Manager and Board of Commissioners.

Therefore, the County issues this "Cone of Silence" that shall be in effect from the date the solicitation is publicly advertised, until the time an award decision has been approved by the Board of Commissioners and fully executed by all parties. Contact should only be between the bidding firms and the Issuing Officer/Buyer listed in the Solicitation documents.

Any such contact may be considered as collusion and may result in the bidder being disqualified from participation and consideration for award. All contact must be coordinated through the Issuing Officer, for the procurement of these products and/or services.

Please reference the Solicitation number on all correspondence to the County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

I understand and shall fully comply with the above requirements.

Signed: _____

Typed Name: _____

Job Title: _____

Company: _____

Date: _____

Habersham County Government
FINANCIAL SERVICES

EXHIBIT I
MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Habersham County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2023 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____ [Locus Sigilli]

EXHIBIT J
MANDATORY ETHICS AFFIDAVIT
For Compliance with
Official Code 3.10.070 of Habersham
County

Contractors, consultants, and vendors of any service or commodity to Habersham County, Georgia must read and affirm to adhere to the following ethics requirements.

Ethics.

A. It is the policy of Habersham County to seek the best overall value when procuring goods and services. Toward this end, the county finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the county. Habersham County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.

B. Habersham County declares that county employees and officials, along with those wishing to do business with the county, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.

C. Habersham County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.

D. Prospective vendors must compete for county business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.

E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or county official(s) who do business with the county if there is an appearance of a conflict of interest.

F. Ethical business practices are important, both, during a solicitation, and after the decision to grant an award. The county seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The purchasing manager, subject to the approval of the director of financial services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other instrument of value extends beyond and outside any specific procurement or solicitation.

G. A vendor's contract compliance history with Habersham County and other contractual parties is a valid element in the decision to award a solicitation.

H. Habersham County stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The purchasing manager, subject to the approval of the

director of financial services, is authorized to establish procurement initiatives consistent with the county's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the county's goals.

I. Habersham County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.

J. It is unethical for any county employee to purchase commodities or services from a county contract for personal use.

K. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Habersham County contract may not initiate or continue any verbal or written communications regarding a solicitation with any county officer, elected official, employee or other county representative other than the purchasing associate named in the solicitation, or the county's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the board of commissioners. The purchasing manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Habersham County representative.

L. All county commissioners, officials, and employees shall adhere to the standards outlined in the Habersham County Code of Ethics.

M. The purchasing division of the financial services department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of the Purchasing Policy, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Policy.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city),
_____ (state) _____ (Zip Code)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the _____ Day of _____, 20_____

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT D

MANDATORY QUESTIONS

Bidder's company name: _____

All questions must be answered. All questions are Yes/No answers only

No.	Question	Yes/No
1	Have you completed and attached a completed EXHIBIT A - MANDATORY BID RESPONSE WORKSHEET?	
2	Do you agree to the EXHIBIT B - BID SUBMITTAL TERMS AND CONDITIONS?	
3	Have you completed and attached EXHIBIT C -MANDATORY COST PROPOSAL WORKSHEET separately in a physical or digitally sealed envelope?	
4	You are required to have your proposal also on a USB flash drive if you turn in a physical response. Have you provided your bid response on a USB Flash Drive? Is responding digitally then just answer yes.	
5	Have you completed and attached the EXHIBIT F -S.A.V.E. AFFIDAVIT?	
6	Have you completed and attached the EXHIBIT G -CONE-OF-SILENCE AFFIDAVIT?	
7	Have you completed and attached the EXHIBIT H -W-9 FORM?	
8	Have you completed and attached the EXHIBIT - I E-VERIFY AFFIDAVIT?	
9	Have you completed and attached the EXHIBIT J - MANDATORY ETHICS AFFIDAVIT?	
10	Have you read EXHIBIT K - SAMPLE CONTRACT TEMPLATE FOR SERVICES?	
11	This Bid requires that bidders to attach a copy of their current Business License. Have you attached this document?	
12	Have you provided your Certificate of Insurance?	
13	Do you affirm that neither your firm, nor its principals, are barred from work in the State of Georgia?	
14	Do you affirm that neither your firm, nor its principals, are currently in litigation with Habersham County, Georgia?	

EXHIBIT E

MANDATORY SCORED QUESTIONS/RESPONSES TECHNICAL RESPONSE WORKSHEET

Bidder's company name: _____

All nine (9) questions below MUST be answered. Each question is weighted and scored for completeness and detail. The maximum possible amount of points is nine- hundred (900) total. The County's Evaluation Committee will review and assign percentage scores to each question depending on the answers provided. The maximum amount of points is nine- hundred (900) for this Technical Response Worksheet. The Contractor(s) with the highest point values will be considered the apparent contract award winner(s) and may be invited to interview with the County's Evaluation Committee for further discussions, and may be asked to enter into further negotiations. Use additional pages and attach if needed.

No.	Question	Answer
1	Does your company have at least three (3) sequential years of experience in transportation planning and engineering of Roadway, Bridge, Bicycle, and Pedestrian infrastructure as detailed in the RFQ document?	
2	Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names and contact details.	
3	List current projects, percent complete, and total possible workload.	
4	Why Habersham County should select your firm for this project.	
5	Will any of the proposed services be subcontracted out to a third-party? If so, denote the work, the percentage of total, and list each of the legal entity's company names of the third-party(s).	

6	<p>Describe the expertise of your work force. Supervisors, specialists, laborers. Provide a brief resume and experience record for each key person, including years of experience, education, and location of each person.</p>	
7	<p>Accountability and documentation of records are critical for assessing completed work and level of quality. Will your company be capable of providing to the County your daily work schedule and daily check list for completed work daily?</p>	
8	<p>Describe how your company verifies that staff adequately performs work for delivery of the service(s) described under this RFQ. Also, include who within your company inspects, approves and verifies delivery of service(s) and how corrective actions with staff are implemented</p>	
9	<p>Per documentation of this solicitation you must keep a sufficient work force to perform the requirements of this contract. Describe how you will continue to maintain this work force. What is your companies succession planning when an employee quits or calls out?</p>	

For the provision of
**Habersham County, Georgia Safe
Streets for All (SS4A) Action Plan**

ARTICLE #1 - INTRODUCTION

This Contract for Habersham County, Georgia Safe Streets for All (SS4A) Action Plan (hereinafter "Services") as entered into on _____, is by and between; Habersham County, Georgia (hereinafter "County") located at 130 Jacob's Way, Suite 302, Clarkesville, GA 30523, and _____. (Hereinafter "Contractor"), located at _____. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #2024-04, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #2 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the Invitation to Bid and the Bidder’s response.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder’s response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost
- C. **Price Escalation Clause** – Not Applicable

ARTICLE #3 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Jerry Baggett
Director Roads and Bridges, Public Works
Habersham County Board of Commissioners
130 Jacobs Way.
Clarkesville, GA 30523
jbaggett@habershamga.com
Ph: (706) 839-0213

COUNTY ISSUING OFFICER

Tim Sims
Chief Financial Officer
Habersham County Purchasing Division
130 Jacobs Way.
Clarkesville, GA 30523
purchasing@habershamga.com
Ph: (706) 839-0220

CONTRACTOR’S CONTACT INFO

Name
Title
Company Name
Address 1
Address 2
Email
Phone

REMIT-TO ADDRESS (if different).

ARTICLE #4 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #5 – CONTRACT TERM:

Until substantial and final completion of the Services according to agreed upon time-schedule and all sub-Consultant(s) and material suppliers liens are satisfied.

ARTICLE #6 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE #7 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

- A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt

written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #8 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #8.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #8, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

CI. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at

the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #23 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE #9 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #10 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #11 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #12 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #13 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be

construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #14 - RECORDS:

- A. Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #15 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE #16 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #17 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or

toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE #18– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Habersham County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Habersham County BOC; but this provision applies regardless of whether or not Habersham County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Umbrella Liability Insurance: Required for all contracts

- a. \$3,000,000 per Occurrence

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

ARTICLE #19 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE #20 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE #21 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder’s response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor’s delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #22 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #3 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #6 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- 1. Contractor shall invoice the County via email upon completion of the project solely to purchasing@habershamga.com and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #2-CONTRACT*.

2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #3* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #22* or terminate the Contract (*ARTICLE #8 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

CI. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

CII. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not “Factor or Assign Payments” to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #23 – PERFORMANCE AND PAYMENT BONDS (IF APPLICABLE)

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract’s total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #24 – RETAINAGE (NOT APPLIABLE)

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Habersham County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #25 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Habersham County, Georgia.

ARTICLE #26 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #27- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and

Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE #28 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor’s Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE #29– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the bidder’s response, are-herein-incorporated into this contract by reference.

EXHIBIT C – Mandatory Cost Proposal

ARTICLE #30 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #31– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to

be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #32 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #33 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Habersham County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE #34 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Habersham County Purchasing Policy.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Habersham County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Habersham County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.

11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Habersham, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
30. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
31. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.

32. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
33. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
34. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

COMPANY’S FULL LEGAL NAME

HABERSHAM COUNTY, GEORGIA

By: _____

By. _____

Print Name: _____

Ty Akins, Chairman

Title: _____

Habersham County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

_____ Day of _____, 2023

County Clerk

Approved as to Form

Notary Public: _____

Donnie Hunt, County Attorney

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]