



February 7th, 2023

Debra Howington
Hall County Government Center
2875 Browns Bridge Road
Gainesville, GA 30504

Re: IFB #042-43 for "Glamping – River Forks Park"

Dear Debra Howington:

Timberline Glamping Company is pleased to submit the enclosed Bid Proposal in response to Hall County Government's Invitation for Bid for Glamping at River Forks Park and Campground.

Timberline has been a leader in the Glamping industry since February 2018 and has consistently provided successful Glamping services to county campgrounds, state parks and private campgrounds across multiple states. Timberline has beyond excellent operational experience, operating within designated areas of existing campgrounds and providing quality guest experiences.

Timberline proposes to provide, operate and maintain furnished Glamping accommodations within the designated areas of River Forks Park and Campground as stated in further detail in the enclosed Bid Proposal.

Please feel free to contact us to discuss further or if you should have any questions or concerns.

Sincerely,

Rebeka A. Self
Co-Founder/Co-CEO
Timberline Glamping Company
745 Atlanta Hwy., Suite 206
Cumming, Georgia 30040
(678) 801 6334
rebeka@tlglamping.com

**Timberline Glamping Company's
Bid Proposal for Glamping at
River Forks Park and Campground**

**Responding to Hall County Government's
IFB #042-43**

February 7th, 2023

Background

Timberline Glamping Company, LLC (“Timberline”) was founded by husband and wife team, Nathan and Rebeka Self, in February 2018, in Forsyth County, Georgia. The Selfs started the business with the dream of getting more families, friends and loved ones out enjoying nature in new and different ways. Timberline has seen incredible success and growth over the past several years. In addition, it has grown a large, authentic following locally, nationally and on social media.

The Timberline family has also grown over the years, adding team members who are just as passionate about providing unique, one of a kind Glamping getaways for guests. Timberline’s mission is to ensure that guests can experience traditional camping outside, with comfort, luxury and style inside. Timberline successfully operates Glamping locations in many states through their local Franchise operators. They are currently mainly operating in the Southeast and are very familiar with how to operate a Glamping location in the southern climate.

Timberline is proud to be on the founding members board of the American Glamping Association. Members from the Timberline team have been speakers for the last several years at the Global Glamping Summit and US Glamping shows. Timberline is excited about the growing Glamping community and is honored to help lead and speak into the future of the industry.

Timberline is in their sixth year of operation and the Selfs still retain 100% ownership and the company has zero debt. Financially, they have set Timberline up in a place to grow and expand across the board.

Timberline has a proven track record of successful partnerships with county, state and federal parks, offering high quality Glamping experiences as well as pouring resources back into the parks and communities they operate in. The central office in Georgia trains all locations on best practices for successful daily operations, guest experience, Tent Hospitality Team management, and gives them the tools and support needed to operate successfully.

General Requirements and Qualifications

Experience

Lake Lanier, Georgia (2018)

Lake Lanier is Timberline's flagship location. Timberline has successfully partnered with Shady Grove Campground and Forsyth County Parks & Rec since 2018. Timberline has a long-term Special Use Agreement with Forsyth County and the Army Corps of Engineers for thirteen designated traditional campsites in Shady Grove Campground, which have been converted into Glampsites. Timberline operates Canvas Bell Tents, Canvas Safari Tents, Geodesic Domes, and Retro RV's at this location.

Clarks Hill Lake, Georgia (2021)

In the beginning of 2021, Timberline expanded to their second location inside Wildwood Park in Columbia County, near Augusta, Georgia on stunning Clarks Hill Lake. Timberline has a successful partnership with Columbia County Parks & Rec and the Army Corps of Engineers for six traditional campsites which have been converted into Glampsites within Area 3 of Wildwood Park. This location has a mix of accommodations, including Canvas Bell Tents and Canvas Safari Tents.

Hillsborough River, Florida (2022)

Timberline's first Florida location opened in March of 2022. Located just outside of Tampa, Florida, Timberline operates six sites within Hillsborough River State Park, on the beautiful Hillsborough River. Timberline is a proud Concessionaire with the Florida State Park system. The Tampa location has six accommodations including a mix of Canvas Bell Tents and Canvas Safari Tents.

Amicalola Falls, Georgia (2022)

In May of 2022, Timberline opened their fourth location inside Amicalola Falls State Park. Located in Dawsonville, Georgia, this State Park is home of the Appalachian Trail Approach. Amicalola Falls is one of Georgia's oldest and most popular State Parks. Timberline holds a contract with The Coral Group, North Georgia Mountain Authority and Georgia State Parks to offer Glamping services and operate four traditional campsites which Timberline has converted into Glampsites. The Amicalola Falls location has four Canvas Safari Tent accommodations.

Unicoi State Park, Georgia (2022)

In June 2022, Timberline's fifth location opened inside Unicoi State Park near Helen, Georgia. Timberline holds a contract with The Coral Group, North Georgia Mountain Authority and Georgia State Parks to offer Glamping services and operate four traditional campsites which Timberline has converted into Glampsites. The Unicoi State Park location has four Canvas Safari Tent accommodations.

Kingston Downs (2023)

Timberline's sixth location opened in January 2023 at Kingston Downs in Rome, Georgia. Kingston Downs is a 5,000 acre private property on the Etowah River with a wedding

venue, guided hunting excursions and now also offers six Canvas Safari Tents as well as three Tiny Home Cabins.

Lake Blackshear at Georgia Veterans Memorial State Park (2023)

Timberline's seventh location opened in January 2023 inside Georgia Veterans Memorial State Park on beautiful Lake Blackshear near Cordele, Georgia. Timberline holds a contract with The Coral Group, North Georgia Mountain Authority and Georgia State Parks to offer Glamping services and operate six traditional campsites which Timberline has converted into Glampsites. The Lake Blackshear location has six Canvas Safari Tent accommodations.

Bid #024-43 for Glamping at River Forks Park and Campground

Timberline Glamping desires permission from Hall County Parks & Leisure to dedicate seven long term Glamping sites at River Forks Park & Campground, tent sites 11-16 and RV site 19B. This will be allowed in accordance with the "Responsibilities and Obligations" sections below.

Hotel/Motel Tax:

Depending on the county and state that Timberline is operating in, we defer to the local and state governments on direction of charging and paying a hotel/motel tax to the proper authorities.

Timberline Glamping Company's Obligations and Responsibilities:

- i. Will be responsible for advertising, booking, cleaning, security and upkeep of all of its Glamping equipment.
- ii. Will instruct guests to check in upon arrival to the campground and obtain appropriate passes and information.
- iii. Will provide Mobile Dump Tank Services and Kayak Rental services to

Glamping and Camping guests within the park.

- iv. Agrees to abide by all State and Federal laws, all County ordinances, and all Park rules and regulations.

Expected Hall County Parks & Leisure Responsibilities:

- i. Will permit Timberline Glamping Personnel into the campground as needed.
- ii. Will block and secure seven sites designated above in the Hall County River Forks Park and Campground as being for Glamping in the reservation system from January 1, 2023 to December 31, 2023.
- iii. Provide a suitable space agreeable to both parties for a Timberline Glamping storage trailer/shed oncampground property.

Compensation:

a. Timberline Glamping will pay Hall County Parks and Leisure a \$20 per day campsite use fee for RV site 19B and a \$15 per day campsite use fee for each Tent Site #11 - #16. Hall County Parks & Leisure will adjust the Site Fee during any month in which: (a) the Park is closed, or (b) other Force Majeure Event prevents Timberline Glamping from conducting its operations; in which event the Site Fee for the effected sites will be reduced by a fraction, the numerator of which is the number of days such events prevent Timberline Glamping from conducting its operations in the Park and the denominator of which is the number of days in the month. All per day campsite use fees (Site Fees) will be due and payable to Hall County, Georgia by the 15th day of the month after they are incurred.

b. Timberline Glamping will pay Hall County a commission fee equal to 10% of the Gross Total Nightly Rates each month. All commission fees will be due and payable to Hall County, Georgia by the 15th day of the month after they are incurred.

Gross Total Nightly Rates do not include:

1. Sales tax collections,
2. Gratuities,
3. Pass through fees, which include:
 - a. Park admission fees collected by Timberline Glamping on behalf of Hall County Parks & Leisure.
4. Funds that were collected but have been refunded to the customer.
5. Cleaning fees charged to the customer that are passed through in their entirety to a third party cleaning service.

Insurance:

Timberline Glamping shall obtain and warrant to Hall County, Georgia that it has at least \$2 million dollars in commercial general liability coverage, automobile liability coverage, and workers' compensation coverage. Timberline Glamping will also provide a certificate of insurance naming Hall County Government/ Hall County Parks & Leisure as additional insureds on its commercial general liability policy.

Equipment:

Timberline Glamping will provide all necessary equipment for its guests Glamping experience. Additional equipment (clean linens, cleaning supplies, etc.) will be stored on site at Timberline Glamping's storage trailer/shed and accessed when needed.

Property/Site Renovations and Upgrades:

Any property/site renovations and upgrades will require prior approval from Hall County Parks & Leisure before completion. This is to ensure that the integrity and compliance standards that Hall County Government and Hall County Parks & Leisure are held to, are maintained.

Unless otherwise agreed upon by both parties, prior to the initiation of any work, Timberline Glamping will solely be responsible for any costs, materials, and labor associated with any renovations and upgrades it initiates and completes.

Timberline Glamping will incur and pay the costs associated with having the electrical and water service established at RV site 19B, and in establishing the needed electrical service at the tent sites 11-16 and for Timberline Glamping's supply shed. These services will be provided by an approved contractor, and upon completion and once a receipt for services is tendered, the direct cost of establishing these services may be subtracted from Timberline Glamping's monthly payment.

Additional Amenities/Services:

Timberline Fees/Rates to the public for add-ons/ additional amenities/services are as follows:

Deluxe Safari Tent \$99-219
Standard Safari Tent \$99-219
Deluxe Bell Tent \$99-219
Tandem Kayak \$75/stay
Paddle Boat \$95/stay
Pop-Up Dinner Gazebo \$65/stay
Gourmet S'mores Kits \$18/stay
Little Glamper Activity Bags \$8/stay
Propane Fire Pit \$45/stay
Cornhole \$15/stay
Giant Jenga \$10/stay
Floral Garland \$25/stay
Charcuterie Boards \$80-\$125

Supporting Documentation

Exhibit A – Mandatory Bid Response

Exhibit B – IFB Bid Submittal Terms & Conditions (Read Only)

Exhibit C – Mandatory Cost Proposal Sheet

Exhibit F – S.A.V.E. Affidavits

Exhibit G – Cone of Silence Affidavit

Exhibit H – W-9 Form (attachment)

Exhibit I – Mandatory E-Verify Affidavit

Exhibit J – Contractor Affidavit to Adhere to Municipal Code of Ethics

Exhibit K – Sample Contract (Read Only)

References

1. Florida Department of Environmental Protection
Division of Recreation and Parks
Bureau of Operational Services
3900 Commonwealth Blvd.
Tallahassee, FL 32399

Jim Singleton
Compliance Specialist
Jim.Singleton@FloridaDEP.Gov
Office: (850) 245-2813

- Concessionaire Agreement – 3 year term, beginning March 2023
- Offering Glamping services within Hillsborough River State Park

2. Columbia County Parks & Recreation Department
630 Ronald Regan Dr.
Evans, Georgia 30809

Wes Horton
Park Operations Manager
Phone: (706) 863-7523
Fax: (706) 868-3340
Email: dhorton@columbiacountyga.gov

- Facility Use Agreement – Long Term Glamping Sites – 1 year agreement, renewable each year. Beginning March 2021.
- Offering Glamping services within Wildwood Park.

3. Forsyth County Parks & Recreation Department
PO Box 2417
Cumming, GA 30028

Matt Pate, CPRP
Natural Resources Division Manager
MEPate@forsythco.com
(770) 205-4677

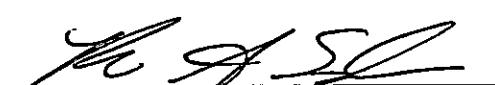
- Special Use Agreement – We operated for four years with a one-year contract which was renewable each year. In 2022 we were granted a five-year term with an option to renew in 2027.
- Offering Glamping Services, Mobile Dump Tank Services, Concessions Cart Services and Kayak and SUP rental services in Shady Grove Campground.

4. North Georgia Mountain Authority
799 West Avenue, Suite 104
Cartersville, GA 30120

James Hamilton
Operations Director
(404) 630-5443
James.Hamilton@dnr.ga.gov

- 2 year lease agreement, began in May 2022
- Offering Glamping services in Unicoi State Park and Amicalola State Park

Thank you for the opportunity to respond to this Invitation for Bid. This Bid Proposal was prepared by:



Rebeka A. Self
Co-Founder/Co-CEO
Timberline Glamping Company, LLC

Date

2/7/23

EXHIBIT A
MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid.

By submitting a proposal, the respondent certified that they have fully read and understand the proposal's Scope of Work and fully understands the requirements needed to complete the project. The services offered and the cost factor must be valid for at least ninety (90) days from date of signature.

Date of Bid Submittal: 2/1/23 IFB Bid No: # 042-43

Bid Name: Glamping - River Forks Park

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

"I agree to abide by all terms and conditions of this IFB and certify that I am authorized to sign this bid".

Bidder Signature:  Date: 2/1/23

Print Name: Rebeka A. Self

Title: Co-CEO

Print Name: Timberline Glamping Company

Phone Number: (678) 801-6334 Email Address: Rebekah@tlglamping.com

Physical Address: 745 Atlanta Hwy., Ste # 206

Physical Address 2: Cumming, GA 30040

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

EXHIBIT B

IFB Bid Submittal Terms and Conditions

- 1. Modifications:** Bidder will not alter this Invitation for Bid (IFB) except by written and published addenda by the County's Financial Services Department, Purchasing Division. Requests for interpretation must be in writing and received at least (10) ten calendar prior to the time set for opening of the proposals.
- 2. Signing of Proposal:** Failure to sign your proposal in "original form" may be considered "non-responsive" and not considered for award.
- 3. Bid Acceptance Time:** The County requires bids to be valid for ninety (90) days from receipt. Bids requiring acceptance by the County in less than one-hundred twenty (120) days calendar days will be rejected.
- 4. Bid Identification:** All bids submitted as a result of this Request for Qualifications and Cost Proposals must be returned in two separate sealed envelope (physical or digital) labeled with the appropriate bid number and title.
- 5. Withdrawal of Bids:** Bids may be withdrawn by written request if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing bids confers no right of withdrawal or modification of bid after bid has been opened. No bid may be withdrawn for a period of ninety (90) days after opening.
- 6. Bonds:** If bonds are required, then they must be issued before work may begin. Include a letter of your company's Performance and Payment Bond ability equal to 100% each (total of 200%) of the bid/contract award amount.
- 7. Site Inspections:** The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this request for proposal. Individual site inspections of future projects will be a mandatory requirement to submit cost for Task Orders/Request for Proposals.
- 8. Award of Contract:** Award will be made to responsible bidder(s) whose bid, conforming to the request for proposals, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award shall be deemed to result in a binding Contract without further action by either party. Contract(s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of Hall County.
- 9. Non-Discrimination:**
 - 9.1. Non-Discrimination:** The vendor assures to provide services in a manner that does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.

第12回 金の糸を引く者と金の糸を切る者

the first time in the history of the world, the entire population of the globe, with the exception of a few thousand savages, have been gathered together in one place, and are subject to the same laws, and are bound together in the same cause.

“I am not a man to be trifled with,” he said, “and you will do well to take my advice.”

1. *Chlorophytum comosum* (L.) Willd. (Asparagaceae) - *Chlorophytum comosum* (L.) Willd. (Asparagaceae) - *Chlorophytum comosum* (L.) Willd. (Asparagaceae)

1. The first step in the process of decision making is to identify the problem. This involves recognizing that there is a discrepancy between the current state of affairs and the desired state of affairs. The problem may be identified through various sources such as feedback from stakeholders, market analysis, or internal audits.

1. *Chlorophytum comosum* (L.) Willd. (Asparagaceae) (Fig. 1) is a common species in the tropical forest of the Philippines. It is a clumped, terrestrial plant with a thick, horizontal rhizome and a cluster of long, narrow, linear leaves.

9.2. Americans with Disabilities Act (ADA): The vendor agrees to comply with Hall County's ADA notice and procedures. They are available upon request and are accessible on Hall County's website. Anyone who requires accommodation to access Hall County's services or programs because they have a qualified disability may contact Hall County's ADA Coordinator at mtuck@hallcounty.org, 48 hours prior to the scheduled event or as soon as possible.

10. 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.

11. Proposal Results: Interested parties may request, in writing, a bid tabulation after award of RFQ/P has been approved by Board of Commissioners.

12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by County on invoices submitted and approved by the appropriate County representative. All invoices must have a Purchase Order (PO) number.

12.1. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (HB 837; 13 OCGA Chapter 11 et seq.).

13. Retainage: List if required

14. Discounts: Prompt payment discounts may be accepted if the discount is for payment in at least fifteen (15) days and five percent (5%) or greater. Such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.

15. Inquiries Regarding Payment: Email Accounts Payable for all inquiries regarding payment of invoices at accountspayable@hallcounty.org.

16. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of "Notice of Award". The date of presentation shall be deemed to be the postmark date. The successful proposer's proposal and this request for proposals shall be incorporated into the contract, except to the extent that this request for proposals conflicts with the contract, in which case the provisions of the contract shall take precedent.

17. Certificate of Insurance: The professional agrees to procure all of the insurance specified below:

17.1. Workers' Compensation Insurance for all employees who are engaged in the work under the contract.

17.2. Public Liability and Motor Vehicle Liability Insurance: The professional shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him glide performing work covered by this contract from claims for

damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:

17.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.

17.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the professional in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.

17.3 Professional Liability Insurance: The professional shall procure and maintain during coverage in the amount not less than \$1,000,000.00.

17.4. The insurance company must be licensed to do business in the state of Georgia.

17.5. The professional shall furnish to Hall County, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.

17.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA § 33-24-44.

17.7. Each policy of insurance required under this agreement shall provide for notice requirements under the laws of the State of Georgia as set forth in OCGA § 33-24-44 and by endorsement shall provide that the County will receive a copy of said notice of cancellation.

17.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA § 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the county.

17.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all claims against the county, its officers, agents, and employees, which arise out of any act or omission of the professional or any consultant employed by the professional or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the professional or any consultant employed by the professional or any of their officers, employees or agents, which condition which a result of work performed under the contract

18. Cancellation of Insurance: If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.

19. 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.

20. 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).

21. Independent Contractors: The proposer represents to Hall 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 hall 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.

22. 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.

23. Starting Time: Work will commence within ten (10) calendar days after being issued a "Notice to Proceed" on the project and commence in a routine, orderly manner until completion and acceptance by the county.

24. Change Orders: Any and all change order requests by the successful bidder must be approved through the Hall County Purchasing Policy. 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.

25. Indemnity: Successful proposer agrees, if entering into a contract as a result of this request for proposals, to defend, indemnify, and hold harmless Hall County from any and all courses of action or claims of damages arising out of or related to proposer's performance or actions or those of his/her employees or agents, under said contract.

26. 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 Hall 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.

27. 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).

28. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to

1. The first and most important consideration in the selection of a site for a new hospital is the location of the site. The site should be easily accessible by road, rail, and water. It should be situated in a healthy environment, free from pollution and noise. The site should be large enough to accommodate the hospital and its associated facilities, such as laboratories, clinics, and administrative offices. The site should also be suitable for future expansion and development.

2. The second consideration is the availability of land. The hospital should be built on land that is suitable for construction and development. The land should be free from any legal or financial encumbrances, such as liens or mortgages. The land should also be suitable for the construction of a hospital, including the presence of necessary utilities, such as water, electricity, and gas. The land should be located in an area where there is a sufficient supply of labor and materials for construction.

3. The third consideration is the cost of the site. The cost of the site should be within the budget of the hospital. The cost of the site should also be reasonable in comparison to the cost of other sites in the area.

4. The fourth consideration is the availability of labor. The hospital should be built by a team of experienced and skilled laborers. The labor should be available in sufficient numbers to meet the needs of the hospital.

5. The fifth consideration is the availability of materials. The hospital should be built using high-quality materials. The materials should be available in sufficient quantities to meet the needs of the hospital.

6. The sixth consideration is the availability of utilities. The hospital should be built with access to necessary utilities, such as water, electricity, and gas. The utilities should be available in sufficient quantities to meet the needs of the hospital.

7. The seventh consideration is the availability of transportation. The hospital should be located in an area with easy access to transportation, such as roads, railroads, and airports. The transportation should be available in sufficient quantities to meet the needs of the hospital.

8. The eighth consideration is the availability of medical facilities. The hospital should be located in an area with access to medical facilities, such as clinics, laboratories, and hospitals. The medical facilities should be available in sufficient quantities to meet the needs of the hospital.

9. The ninth consideration is the availability of administrative offices. The hospital should be located in an area with access to administrative offices, such as government offices, business offices, and legal offices. The administrative offices should be available in sufficient quantities to meet the needs of the hospital.

correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.

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

EXHIBIT C
MANDATORY COST
PROPOSAL WORKSHEET
IFB#042-43

Company Name:

Timberline Glamping Company, LLC

Bidder's Name:

Rebekka A. Self

Bidder's Signature:

Rebekka A. Self

Date:

2/1/23

Instructions: Consider all technology equipment and installation as one (1) turnkey project. You must provide back-up information to support your proposal.

Tent Site Use Fee per day: \$ 15.00

RV Site Use Fee per day: \$ 20.00

Commission %: % 10



Hall County Government

FINANCIAL SERVICES

Exhibit F

INSTRUCTIONS FOR

MANDATORY 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," Hall 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 may any contractor or sub-contractor 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. **Each contractor is urged to fill out the affidavit below stating they comply with this Georgia Compliance Act before Hall 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 breach not be cured, 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.

See affidavit on following page



Hall County Government

FINANCIAL SERVICES

Exhibit F

INSTRUCTIONS FOR

MANDATORY 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).

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

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 Hall 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 your bid will not be accepted without this E-Verify Number.*

Timberline Glamping Company
Name of Contractor

2060787

Contractor's/Vendor's E-Verify #

745 Atlanta Hwy., Ste. 206
Street Address

Cumming, GA 30040

City / State


Signature of Authorized Officer or Agent

1/17/23

Date of Authorization

Rebekah A. Self, Co-CEO
Printed Name/Title of Authorized Officer

River Forks Glamping
Name of Project

Subscribed and sworn before me on this the

1 day of February, 2023

Larry Moody
Notary Public

My Commission Expires: 08/04/2025



100% of the time





Hall County Government

FINANCIAL SERVICES

Exhibit F INSTRUCTIONS FOR MANDATORY 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).

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

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 Hall 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 . your bid will not be accepted without this E-Verify Number.*

Timberline Glamping Company
Name of Contractor

2060787

Contractor's/Vendor's E-Verify #

745 Atlanta Hwy., Ste 206
Street Address

Cumming, GA 30040

City / State

Rebekah A. Self
Signature of Authorized Officer or Agent

1/17/23

Date of Authorization

Rebekah A. Self, Co-CEO
Printed Name/Title of Authorized Officer

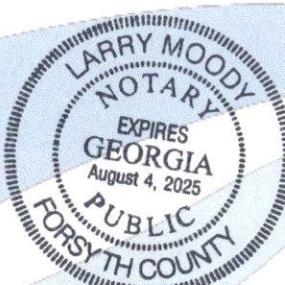
River Forks Glamping
Name of Project

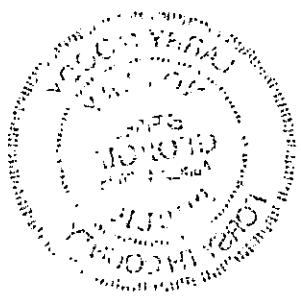
Subscribed and sworn before me on this the

1 day of February, 2023

John Geddings
Notary Public

My Commission Expires: 08/04/2023







Hall County Government

FINANCIAL SERVICES

EXHIBIT G

Mandatory Cone-of-Silence Affidavit

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

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 Administrator 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.

Bidder Attestment:

I understand and shall fully comply with the above requirements.

Signed: *Rebekah A. Self*

Typed Name: Rebekah A. Self

Job Title: Co-CEO

Company: Timberline Glamping Company, LLC

Date: 2/1/23

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above Timberline Glamping Company, LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): <small>Exempt payee code (if any) _____</small> <small>Exemption from FATCA reporting code (if any) _____</small> <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 745 Atlanta Hwy., Ste. 206	
6 City, state, and ZIP code Cumming, GA 30040	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number		
	-	

Employer identification number			
8	2	-	4
7	0	0	4
7	6		

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	
--------------	-------------------------------	---

Date ► **2/1/23**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



Hall 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.

2060787

Federal Work Authorization User Identification Number

Timberline Glamping Company, LLC

Name of Contractor

1/17/23

Date of Authorization

River Forks Park

Name of Project

Hall County, Georgia

Name of Public Employer

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

Executed on 1st, Feb. 2023 in Cumming (city), GA (state).

Signature of Authorized Officer or Agent

Rebekka A. Self, Co-CEO

Printed Name and Title of Authorized Officer or Agent

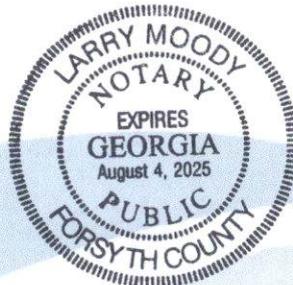
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 1 DAY OF February, 20 25.

NOTARY PUBLIC

My Commission Expires: 08/04/2025

[Locus Sigilli]



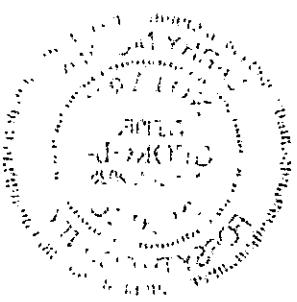


EXHIBIT J

MANDATORY ETHICS AFFIDAVIT

For Compliance with
Official Code 3.10.070 of Hall County

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

3.10.070. - Ethics.

- A. It is the policy of Hall 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. Hall 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. Hall 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. Hall 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 Hall County and other contractual parties is a valid element in the decision to award a solicitation.
- H. Hall 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. Hall 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 Hall 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 Hall County representative.

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

M. **(AMENDED)** 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 Code Section 3.10.070, 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 Chapter and have more specifically also read Code Section 3.10.070." (Res. of 11-14-19(1), § 1(Exh. A))

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

Executed on 1st, Feb., 2023 in Cumming (city),

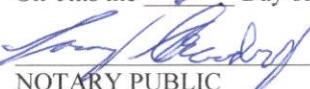
Georgia (state) 30040 (Zip Code)


Signature of Authorized Officer or Agent

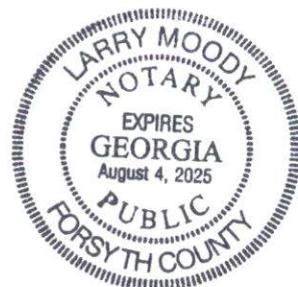
Rebeka Self, CO-CEO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the 1 Day of February, 20 23.


NOTARY PUBLIC

My Commission Expires: 08/04/2025



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Hall County Government FINANCIAL SERVICES

EXHIBIT K CONTRACT #042-43

For the provision of

Glamping – River Forks Campground

located at 2875 Browns Bridge Road, 2nd. Floor
, Gainesville, Georgia

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract is for Glamping – River Forks Campground, (hereinafter "Services") as entered into on _____ and with an Effective Date of _____, is by and between; **Hall County, Georgia** (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and _____ (hereinafter "Contractor"). 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 purchase of equipment and installation of equipment or other valuable consideration by the Contractor to the County in exchange for payment as compensation.

"This Contract is the result of the competitively bid IFB# 042-43, the Contractor's response to the competitive bid, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms-and-conditions and mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein and in **Scope of Work**, and for the location and services as described in the IFB #042-43 and the bidder's response.
- B. County hereby agrees to the compensation as provided in the attached bidder's response entitled **Exhibit C – Mandatory Cost Proposal Worksheet**, which are herein incorporated thereof by

Revised 12/19/2022

reference, for the cost of _____, billed only when the work is completed and in one (1) invoice.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Enter Name
Enter Title
Hall County Landfill
Enter Street Address
Gainesville, GA 30507
Enter Email address
Enter Phone

COUNTY ISSUING OFFICER

Enter Name
Enter Title
Hall County Finance Department
2875 Browns Bridge Rd
Gainesville, GA 30504
Enter Email address
Enter Phone

CONTRACTOR'S CONTACT INFO

Enter Name
Enter Title
Enter Legal Company Name
Enter Street Address
Enter City, State, Zip
Enter Email Address
Enter Phone

REMIT-TO ADDRESS

Company's FEIN # _____
PO BOX/DRAWER _____
Enter Legal Company Name
Enter Street Address
Enter City, State, Zip
Enter Email Address
Enter Phone

ARTICLE #104 – 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 #105 – CONTRACT TERM:

- A. **Initial Contract Term.** This Contract is effective on the date of signature shown in *ARTICLE #101* by all parties unless a future date is so noted on this contract. The term will last until job is complete from the date of execution, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*, thereof.
- B. **Contract Renewal. N/A** The County shall have the option, in its sole discretion, to renew the Contract for up to Four (4), One (1) Year Renewal Options. The price, terms, and conditions in effect at the time of each renewal(s) shall remain the same unless the Contract is amended by mutual

agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. The County may execute its renewal options through the issuance of a Contract Renewal Document, with the evidence thereof in writing and signature by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.

C. **Contract Extension.** N/A The County and the Contractor may enter into a Contract Extension term past the renewal period to continue the services if this Contract terminates, or is likely to terminate, prior to the making of a new award for the identified Services. The County may with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) calendar year or portions thereof.

ARTICLE #106 - 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 # 107 – 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

¹ See *21 J. of Bus. Ethics* (1993) 121-135, and *22 J. of Bus. Ethics* (1994) 111-122.

1. *Chlorophytum comosum* (L.) Willd. (syn. *Chlorophytum Topinambur* (L.) Willd.)
2. *Chlorophytum comosum* (L.) Willd. (syn. *Chlorophytum Topinambur* (L.) Willd.)

$$- \frac{2\pi i}{\hbar} \left(\psi^2 - \psi_1^2 - \psi_2^2 \right) \partial_x \partial_y \partial_z \psi_1^{-1} = \frac{2\pi i}{\hbar} \left(\psi_1^2 - \psi_2^2 \right) \partial_x \partial_y \partial_z \psi_1^{-1}.$$

2.2.1. *On the basis of the above, the following recommendations are made:*

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.

ARTICLE # 108 - TERMINATION:

Either party may terminate this Contract by providing thirty (30) 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 4 above, Contractor shall provide the County with all deliverables up to the date of termination (30 days after the notice is provided), and 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 thirty (30) 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 satisfactory performance of the Contract is substantially endangered or that a 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 #108.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 #108, 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 of time specified in the written notice, the non-breaching party may:

1. *Leucosia* (s. str.) *leucostoma* (L.) *var.* *leucostoma* (L.) *subsp.* *leucostoma* (L.)

1. *Chlorophytum comosum* (L.) Willd. (Asparagaceae)

1. *On the 1st of January, 1863, the following resolutions were adopted by the
General Assembly of the Commonwealth of Massachusetts:*

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.

C. **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.

D. **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 #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

E. **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.

F. **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. Immediately return to the County any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE # 109 – 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 #110 - 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 #111 – 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 #112 – 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 #113 - 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 # 114 - 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 # 115 - 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 # 116 - 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 # 117 - 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 # 118— INSURANCE REQUIREMENT:

A. Insurance Requirements. The Contractor must maintain and warrant to Hall County insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, Hall County Landfill, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

a. Bodily injury by accident - per employee	\$ 100,000
b. Bodily injury by disease - per employee	\$ 100,000
c. Bodily injury by disease – policy limit	\$ 500,000

2. Commercial General Liability Policy with at least the following minimum coverage:

a. Each Occurrence Limit	\$1,000,000
b. Personal & Advertising Injury Limit	\$1,000,000
c. General Aggregate Limit	\$3,000,000
d. Products/Completed Ops. Aggregate Limit	\$2,000,000

Automobile Liability with at least the minimum coverage: \$1,000,000
Combined Single Limit to cover Any Vehicle, leased or rented by the Contractor

3. Umbrella Liability, Excess Liability per Occurrence \$2,000,000
Aggregate \$2,000,000

It shall be the responsibility of the Contractor to require all of its sub-Contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.

D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE # 119 – 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."

For a detailed description of the data and the methods used to estimate the parameters, see the [Supplementary Information](#).

1. *What is the relationship between the two variables?*

For the first time, the *Journal of the American Statistical Association* has been indexed in the *Journal Citation Reports*.

After the first 30 days, the C_6 group had a significant increase in the number of $\text{CD}45^+$ cells in the liver, while the C_1 group did not (Fig. 3).

For more detailed information, see the [FAQ](#) and [Help](#) sections.

Wing and Weight Loss

- 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 specified County Owned Equipment and Vehicles listed in Exhibit X, Contractor warrants that CDL drivers will not use any other 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 # 120 – INTELLECTUAL PROPERTY RIGHTS & 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 # 121 - 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 # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed 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 #103 - 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 #106 - 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 each month solely to accountspayable@hallcounty.org 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 #102*.
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 #103* 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 payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – 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 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.

D. **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.

E. **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 #123 – PERFORMANCE AND PAYMENT BONDS

The Contractor must furnish to the County a Performance Bond equal to one-hundred percent (100%) of the Contract's total initial term dollar amount, and additionally a Payment Bond equal to one-hundred percent (100%) of the total initial term dollar amount. After receipt of the bonds, the County will issue a Notice-to-Proceed. 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 County must receive all bonding instruments prior to the commencement of any work.

ARTICLE #124 – RETAINAGE (if applicable on this contract)

ANSWER TO THE CHIEF QUESTIONS

¹⁰ See, for example, the discussion of the 1995 PRC's "Guidelines for the Protection of Migrant Workers" in the *China Daily*, 12 May 1995.

"Retainage (if required) will be withheld by Hall County in compliance with Georgia law. Hall County may hold up to ten-percent (10%) retainage throughout the entire project and will release said retainage at the point of final completion and final acceptance by the County."

ARTICLE #125 – 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 Hall County, Georgia.

ARTICLE # 126 - 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 # 127- 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 # 128 – 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 # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that any following 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 # 130 - 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 # 131– 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 construed 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 #132 – 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 #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall 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 # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall 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. Hall 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. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total cost and not less than fifteen (15) days terms. A supplier simply offering a discount does not constitute the County's acceptance of such, and the County is not bound to the offer.
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 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 Hall, 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. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. 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.
31. 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.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. The County does not pay late fees nor interest charges.

39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. 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

HALL COUNTY, GEORGIA

By: _____

By: _____

Title: _____

Richard Higgins, Chairman

Hall County Board of Commissioners

Print Name: _____

Attestment: _____

County Clerk

Sworn to and subscribed before me this

Sworn to and subscribed before me this

____ Day of _____, 2023

____ Day of _____, 2023

Notary Public: _____

Notary Public: _____

Notary commission expires: _____

Notary commission expires: _____

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APPROVED AS TO FORM:

Van Stephens, County Attorney,
William Linkous, Deputy County
Attorney, Justin Lawhon, Deputy
County Attorney, or designee