



Hall County Government
FINANCIAL SERVICES

INVITATION FOR BID IFB #034-44

For the provision of services:

Animal Shelter Generator Replacement

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County, Georgia, (Herein "County") Animal Services, is seeking qualified contractors to furnish and install one (1) replacement generator to replace existing Generac 300 KW diesel/natural gas generator at Hall County Animal Shelter located at 1688 Barber Road, Gainesville, GA 30507. (herein "Services").

This is a turnkey project to provide all materials, equipment, labor, transportation, and supervision. The project includes removing and disposing of the existing Generac natural gas generator and providing and installing a new diesel generator. The County seeks to award one (1) contractor for the project.

Date IFB Issued: Monday, January 8, 2024

Mandatory Pre-Bid On-Site Visit: Bidders are required to attend the pre-bid on-site meeting on Thursday, January 18, 2024 at 9:00am located at Hall County Animal Shelter, 1688 Barber Road, Gainesville, GA 30507

Bid Due Date: Thursday, January 25, 2024 at 2:00pm

Project Manager: Trey Garcia, Director of Hall County Animal Services
Phone (678) 450-1587, tgarcia@hallcounty.org

Bidding Process: The County is now accepting sealed bids for the provision of services to replace existing Generac 300 KW natural gas generator and furnish and install one (1) new standby diesel Generac generator or other brand of equal fit, form, and function at Hall County Animal Shelter, in the County's Purchasing Division, located on the fourth (4th) floor at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, until 2:00 p.m. EST, Thursday, January 25, 2024.

The County will make any extension of the bidding period by a formal written addendum and publicly posted. Bidders must submit two (2) copies of the bid along with all mandatory exhibits and documents, signed affidavits, and Exhibit C – Cost Proposal in hardcopy and also include on one (1) USB Flash Drive with all documents. Emailed bids are not acceptable.

Proposal Documents: Bidders may download bid submittal documents via the County's Website at <https://www.hallcounty.org/Bids.aspx>, then choose *ANIMAL SHELTER GENERATOR REPLACEMENT* to download the bid packet.

General Qualifications: Bidders must be in the regular business of providing similar services, be licensed, insured, and bonded to do so in the State of Georgia. A bid bond is not required but a Letter of Bondability, in the case of an award, is required.

Bid Retention: Bidders may not withdraw their bid after the bid opening. Bids must be valid for one hundred and twenty (120) calendar days. The County reserves the right to retain all bids submitted and use any idea(s) in a bid regardless of award. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received. All forms, exhibits, and documents are mandatory and must be completed and returned with the bid. Please remember to sign EXHIBIT B – Contract for Services.

Award Process: The County reserves the option to reject any or all bids, in whole or part, or to select any bidder, without liability on part of the County to the bidder to complete the described work. The County will award the project to one (1) contractor to perform all work to the lowest cost, responsible and responsive bidder. The Bidder expressly understands that the County may reject bids for any reason.

Bonds: If required, Contractor shall provide the following with their bid response:

- A. Valid Business License
- B. Required licenses and certifications
- C. Bid Bond, not required
- D. Letter of Bondability that your firm can acquire performance and payment bonds equal to one hundred percent (100%) each of the contract value. Awarded Contractors must produce the Bonds prior to a Notice to Proceed issuance or any work commencing.

1.0 SCOPE OF WORK

- Remove and dispose of existing natural gas Generac 300KW generator and install new diesel Generac generator or other brand of equal fit, form, and function of existing generator.
 - Bidders are responsible for verifying capacity, voltage, etc. when on site at the pre-bid meeting.
- Relocate existing remote annunciator panel from its current location to near the fire alarm panel
- Bidders shall include the following cost(s) in their bids:
 - Convert fuel from natural gas to diesel and cap/abandon existing natural gas line.
 - Modify or replace the concrete pad to accommodate the new generator, if necessary.
 - Optional five (5) year parts and labor warranty
 - Downtime hours necessary to do changeover
 - All required permitting, if necessary
- Four (4) hour load bank test
- Bidders shall include lead time for the unit in their bids

1.1 SPECIFICATIONS

- A. The emergency power system (EPS) must provide an alternate AC power source for load in the event there is an interruption of normal utility power. When required, the unit must automatically transfer the load from the normal power source to the standby emergency generator. Upon return of normal power, the load shall be automatically transferred back to the normal power source, and the emergency generator shall automatically shut off after a cool-down period.
- B. The extent of EPS work is indicated by the requirements of this section. Provide a complete automatically operated electric generating set of the size, type, and operating characteristics described, completely installed, tested, and operative. All equipment, labor, and materials necessary to accomplish this must be included, and the coordination of all required equipment and materials shall be the responsibility of one manufacturer, who has an approved experience record in furnishing similar equipment.

1.2 QUALITY ASSURANCE

- A. Manufacturers: The following manufacturers are acceptable provided they meet all requirements of the specifications: Generac or equal in fit, form, and function.

- B. Geographic Location: The installation/service center must be located within one hundred (100) miles of Hall County, Georgia.
- C. Requirements:
 - The installation/service center shall be factory authorized and must be certified in writing by the manufacturer as being responsible for installation and warranty work and must be capable of performing work on the engine, generator, battery charger, fuel system, automatic transfer switch, and all accessories that make up the complete emergency power system.
 - The installation/service center shall provide on-site service within four (4) hours of receipt of service request.
 - The installation/service center shall maintain adequate levels of repair parts inventory.

1.3 MANUFACTURER TESTING

- A. Design prototype testing must be performed on similar models of the unit furnished on this project.
- B. Final production testing of the engine/generator.
- C. Field testing by the manufacturer's local representative.

1.4 ENVIRONMENTAL PROTECTION AGENCY (EPA) EMISSIONS REGULATION COMPLIANCE. The generator assembly shall comply with EPA Tier regulations with respect to the specified size.

1.5 SERVICE / MAINTENANCE AGREEMENT:

- A. The engine/generator supplier shall provide a service/maintenance contract covering a minimum of one (1) year of operation from the date of substantial completion. There shall be no deductible costs or other costs to the owner for these services. All costs shall be included in the bid for this project. The agreement shall be made in the name of the owner. The service/maintenance agreement applies to the Engine-Generator Set.
- B. The Maintenance agreement shall include the following and shall include services per the equipment manufacturer's applicable instruction manual:
 - Lube, oil, and filter change
 - Fuel filter change
 - Engine tune-up with parts
 - Service/replace air cleaner
 - Test/Check/Adjust the coolant/antifreeze level
 - Inspect/Replace cooling system hoses as required
 - Service/replace belts as required
 - Check/Service engine heater operation
 - Check the generator set for fuel, oil, and coolant leaks and repair, as necessary
 - Check air intakes and outlets
 - Drain exhaust line, as necessary
 - Inspect/Service silencer
 - Check battery charger operation and charge rate
 - Check battery electrolyte levels and specific gravity
 - Test/Inspect emergency system operation with load applied for a single, one (1) hour period
 - Frequency check/governor adj.
 - Check the transfer switch and accessory operation
 - Check engine alternator charge rate
 - Check engine generator gauge and indicator operation
 - Check generator set controller operation including shutdown functions and emergency stop
 - Check generator output voltage and adjust as necessary
- C. Maintenance shall be performed at intervals stated in the equipment manufacturer's applicable instruction manuals, except that the minimum service visits shall be four (4) per year.

- D. Routine maintenance shall be performed during the owner's normal working hours. Arrangements will be made with the owner within twenty-four (24) hours prior to each service call in order to secure access to the equipment.
- E. The servicing agent will supply labor, transportation, supplies, and parts, and test equipment as necessary to perform the service and preventative maintenance, at no additional cost.
- F. The service agreement shall include labor, transportation, supplies, and replacement parts to restore the system to operating condition, whether due to normal wear and tear or defects in workmanship or materials.
- G. Response to service calls shall be made within four (4) hours.
- H. The servicing agent shall maintain complete service history and necessary drawings and service procedure data for reference in the service of the equipment. The agreement does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation. The servicing agent shall maintain a representative stock of replacement parts for the complete emergency system and a competent factory-trained service organization.
- I. After each inspection, the owner will be furnished a written report detailing any conditions found and advising further service required, if any, to ensure the operating dependability of the equipment under contract.

1.6 COMPREHENSIVE WARRANTY

The standby electric generating system components, complete genset, and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of five (5) years. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge for parts, labor, and travel. The warranty period must commence when the standby power system is first placed into service. Warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided to owner. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

1.7 PRODUCTS

- A. The system shall have the following characteristics:
 - 300 KW, for continuous standby service based on use in outdoor housing
 - Geographic location: Gainesville, Georgia, USA.
- B. Provide monitoring and controls necessary to achieve the following sequence of operation:
 1. Transfer the emergency system load within the ten (10) second interval required by NFPA 110.
 2. After the emergency load has been stabilized, transfer the optional standby load. Time delay shall be field selectable, 1-5 minutes. Set for one (1) minute.
- C. The isochronous governor must be capable of +.25% steady-state frequency regulation.
- D. Air Cleaner: Dry element with restriction indicator.
- E. Lube Oil Filter: Single spin-on, full flow.
- F. Positive displacement, full-pressure lubrication oil pump, cartridge oil filters, dipstick, and oil drain.
- G. Cooling system: High ambient 122° Fahrenheit unit mounted radiator, blower fan, water pump, and thermostat.
 - Salient-pole, brushless, 12 lead reconnectable type; self-ventilated, drip-proof housing; amortisseur rotor windings and skewed for smooth voltage waveform. NEMA Class H insulation with fungus-resistant epoxy varnish. Brushless excitation system controlled by solid-state, anti-tracking voltage regulator capable of maintaining +/- 2% for any constant load from 0 to 100% of rating. Provide individual adjustments for voltage range, stability, and volts/hertz operations.
 - Voltage dip not to exceed 20% with one-second recovery within 2% of rated voltage, for one-step loads 0% to 90% of the rating.

- Shall sustain at least 250% rated current for a minimum of 10 seconds, based on a 3-phase symmetrical fault.
- Integral thermal-magnetic circuit breaker on output, coordinated not to trip under the conditions described above.

1.8 CONTROLLER

- A. Set-mounted, microprocessor-based, with vibration isolation. Modular construction to allow field replacement and for field testing without starting the generator. Controller shall include:
- Fused DC circuit
 - Complete two-wire start/stop control which shall operate on closure of remote contact device(s).
 - Speed-sensing and a second independent starter motor disengagement system that shall protect against starter engagement with a moving flywheel. Battery charging alternator voltage will not be acceptable for this purpose.
 - The starting system shall be designed for restarting in the event of a false engine start, by permitting the engine to completely stop and then re-engage the starter.
 - Cranking cyler with 15-second ON and OFF cranking periods. Crank control shall provide at least two (2) cranking periods. Each cranking attempt shall be separated by appropriate rest periods. A sensing device shall automatically disconnect the starting circuit when the engine has started. If the engine has not started at the completion of the starting program, the over-cranking signal shall so indicate. The engine starting controls shall be locked out and no further starting controls shall be locked out and no further starting attempts shall take place until the over-cranking device has been manually reset. A selector switch shall be incorporated into the automatic engine start and stop controls. It shall include an "off" position that prevents manual or automatic starting of the engine; a "Manual" or "hand-crank" position that permits the engine to be started manually by the pushbutton on the control cabinet and an "automatic" position that readies the system for automatic start/stop on demand of the control system.
 - Over-crank protection is designed to open the cranking circuit after seventy-five (75) seconds if the engine fails to start.
 - Circuitry to shut down the engine when signal for high coolant temperature, low oil pressure, or over speed are received.
 - Engine cool down timer factory set at five (5) minutes to permit unloaded running of the standby set after the transfer of the load to normal.
 - Three-position (Automatic-OFF-TEST) selector switch. In the TEST position, the engine shall start and run regardless of the position of the remote starting contacts. In the Automatic position, the engine shall start when contact in the remote control circuit closes and stop five (5) minutes after this contact opens. In the OFF position, the engine shall not start even though the remote start contacts close. This position shall also provide for immediate shutdown in case of an emergency. The rest of any fault shall also be accomplished by putting the switch in the OFF position.
- B. Indicating lights to signal:
- Auxiliary Pre-alarm (Yellow)
 - Auxiliary Safety Shutdown (Red)
 - Switch "OFF" (Flashing Red)
 - Over-crank (Red)
 - Emergency Stop (Red)
 - High Water Temperature (Red)
 - Over speed (Red)
 - Low Oil Pressure (Red)
 - Battery Charger Fault (Red)
 - Low Battery Voltage (Red)
 - Low Fuel (Red)
 - System Ready (Green)

- Anti-High Water Temperature (Yellow)
- Anti-Low Oil Pressure (Yellow)
- Low Coolant Temperature (Red)
- Test button for indicating lights
- Alarm Horn with silencer switch per NFPA 110

Terminals shall be provided for each signal above, plus additional terminals for common fault and common pre-alarm

1.9 INSTRUMENT PANEL

The instrument panel shall include:

- Dual range voltmeter 3-1/2 inch, 2% accuracy
- Dual range ammeter phase selector switch
- Voltmeter-ammeter phase selector switch
- Lights to indicate high/low meter scale
- Direct reading pointer-type frequency meter 3-1/2 inch, 0.5% accuracy, 45 to 65 Hz scale
- Panel illuminating lights
- Battery charging voltmeter
- Coolant temperature gauge
- Oil pressure gauge
- Running time meter
- Voltage adjust rheostat

1.10 MOUNTING BASE

- A. The engine generator shall be skid-mounted on two (2) iron "I" or "C" type channels. The design shall provide vibration isolation between the genset and the mounting base.
- B. The frame design shall not inhibit easy access to the oil pan after the genset has been installed. Installations which require the use of a pump to drain the oil are not acceptable.

1.11 ACCESSORIES. The following accessories shall be installed:

- Block Heater: 120 Volt AC. Thermostatically controlled and sized to maintain engine coolant at 90°F (32°C) to meet the start-up requirements of NFPA 110, Level 1.
- Generator strip heater, 120 volts, single phase for high humidity applications.
- Over-voltage protection will shut down the unit after one (1) second of fifteen percent (15%) or more over-voltage.
 - Note: Sensitive equipment may suffer damage in less than one (1) second of an over-voltage condition. Online equipment requiring faster shutdown should have its own over-voltage protection.
- Weather housing constructed of rugged steel, cleaned, phosphated, and electrocoat painted inside and out with rust inhibiting primer and exterior coat of the manufacturer's standard color. Provide hinged, double doors on each side to give easy access to the genset, and a rear door to allow access to the control panel. All door handles shall be key-lock type. Skid and floor design shall include a removable panel below the engine oil pan. All shelters shall come ready for job installation. Top-mounted exhaust silencer with rain shield over the exhaust opening.
 - Note: A 120-volt battery box heater shall be included.
- Battery rack, battery cables, 12-volt batteries capable of delivering the required minimum cold-cranking amps are required at 0°F.
- 10-Ampere automatic float and equalize battery charger with +/- 1% constant voltage regulation from no load to full load over +/- 10% AC input line variation, current limited during engine cranking and short circuit conditions, temperature compensated for ambientes from -40°C to +60°C, 5% accurate voltmeter and ammeter, fused, reverse polarity and transient protection. Provide alarm circuit board to meet the requirements of NFPA 110 for low battery voltage, high battery voltage, and battery charger malfunction.

- Gas-proof, seamless, stainless steel, flexible exhaust connection, and engine exhaust silencer rated for critical application. Exhaust noise shall be limited to 85 dBA as measured at ten (10) feet in a free-field environment.
- Provide and locate an annunciator adjacent to the fire alarm control panel. Provide all wiring between the remote annunciator and generator set if existing wiring is not usable.

1.12 FUEL FACILITIES

- A. Sub-base fuel storage tank shall be supplied. The tank shall be double-wall design with a minimum of twenty-four (24) hours of operation at full load capacity. The tank shall be made of corrosion-resistant steel. Provide an automatic leak detection system in the space between the walls, supply vents, lockable fill, level gauge, and fuel lines as required. The fuel tank shall be UL-listed and labeled.
- B. Hall County will provide/fill the generator with diesel fuel as needed.
- C. Provide factory representative to conduct startup and testing. Testing shall comply with the requirements of NFPA 110, paragraph 5-13, "Installation Acceptance". Manufacturer, manufacturer's representative, or contractor shall provide a resistive load bank to conduct the tests.
- D. Upon completion of testing, the factory representative shall provide four (4) hours of on-site training of the owner's designated personnel.
- E. All wiring and interconnections shall be in accordance with commercial electrical standards. Installation drawings and complete wiring diagrams shall be furnished to the owner.

Mandatory on-site meeting will be held on Thursday, January 18, 2024 at 9:00am with the County Project Manager. Only signed attendees of this meeting will be allowed to bid!

Alternate/add #1: Provide the cost for additional Preventive Maintenance (as described for year one) for years 2 through 5.

Give estimated lead times for completion after the job is awarded.

2.0 SUBMISSION OF BIDS

- 2.1 Complete and include all Exhibit documents shown below in 2.03. Failure to include any of the Exhibit documents listed may result in disqualification. All responses must be in writing.
- 2.2 Bidders must submit their signed response in a sealed envelope clearly marked with **"IFB #034-44 Animal Shelter Generator Replacement"** on the outside and on a USB drive. The submittal must have an original wet signature on the bid. Faxed or emailed bids will not be accepted.
- 2.3 Follow these instructions carefully. Complete and return the following included in your bid envelope. These documents are mandatory. Do not email your bid response.

Exhibit A – Bid Response Form
 Exhibit B – Contract for Services
 Exhibit C – Cost Proposal Worksheet
 Exhibit D – W-9 Form
 Exhibit E – E-Verify Affidavit
 Exhibit F – Ethics Affidavit
 Exhibit G – Questions/Responses
 Copy of Business License
 Letter of Bondability
 Copy of Certificate of Insurance

- 2.4** Bids openings are open to the public and bidders may attend but are not required to do so. All bids, supporting materials, and correspondence relating to this IFB become property of Hall County when received. Bidders can submit bids to the following address by the deadline date and time:

Hall County Government Center
Andrew Youngblood, Issuing Officer
Purchasing Division – 4th Floor
2875 Browns Bridge Road,
Gainesville, Georgia 30504

3.0 BID PREPARATION

Bidder bears all responsibility for expenses incurred in responding to this IFB.

If you desire to submit a “NO BID”, response then please indicate by checking below:

_____ No Bid. List reason for no bid _____



Hall County Government
FINANCIAL SERVICES

EXHIBIT A – Bid Response Form

Bidders must complete and return this form with their bid.

By submitting a proposal, the respondent certifies that they have fully read and understand the proposal's Scope of Work and requirements needed to complete the project. The services offered and the cost proposal must be valid for at least one hundred twenty (120) days from date of signature.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date of Bid Submittal: Bid No: IFB #034-44

Bid Name: Animal Shelter Generator Replacement

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

"I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal".

Company Name:

Bidder Signature: Date:

Print Name:

Title:

Phone Number:

Email Address:

Physical Address:

City, State, ZIP:

Unsigned bids may be declared as "Non-Responsive" and may 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

Blank lines for explanation



Hall County Government
FINANCIAL SERVICES

EXHIBIT B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 034-44

For the provision of

Animal Shelter Generator
Replacement

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 – INTRODUCTION

This Contract for Animal Shelter Generator Replacement at the Hall County Animal Shelter located at 1688 Barber Rd, Gainesville, GA 30507 (hereinafter “Services”) as entered into on _____, and with an Effective Date of _____, is by and between; Hall County, Georgia, Board of Commissioners, (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and _____ (Hereinafter “Contractor”), located at _____.

Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, this Contract is the result of the competitively Bid or cooperative contract #034-44, the Contractor’s bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 – CONTRACT:

- A. Contractor agrees to provide the Services to the County as detailed attached as the Scope of Work.
- B. County hereby agrees as good and valuable compensation as provided in the attached Exhibit C – Cost Proposal Worksheet, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of project in arrears. County will pay Contractor progress payments as further described herein;

- C. **Price Escalation Clause.** (Not applicable) Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES:

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

COUNTY PROJECT MANAGER

Trey Garcia, Director
Hall County Animal Services
1688 Barber Rd
Gainesville, GA 30507
tgarcia@hallcounty.org
(678) 450-1587

COUNTY ISSUING OFFICER

Andrew Youngblood
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
(770) 531-4940

CONTRACTOR'S CONTACT INFO

Name
Title
Company Name
Physical Address
City, State, ZIP
Email
Phone

REMIT-TO ADDRESS (if different)

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:

Until substantial and final completion of services according to the time schedule and after all sub-contractor(s) and material suppliers liens are satisfied.

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 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, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

ARTICLE #108 – TERMINATION:

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

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

endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with this ARTICLE 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 this ARTICLE, then either party shall issue a written Notice of Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice of Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

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

D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act. The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors 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*.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements

and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

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 (SUBCONTRACTORS):

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 subcontractors, 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 hyperlink. 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 (i) 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 subcontractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence

- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

Cyber Insurance: (If applicable) Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 Annual Aggregate
- c. \$1,000,000 Business Interruption
- d. \$1,000,000 Data Recovery
- e. \$500,000 Cyber Extortion Expenses
- f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (If applicable) Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- b. Regulatory Fines and Penalties
- c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- d. Ransomware

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

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

Builders Risk: (If Applicable) Recommended for most new construction projects.

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.
- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

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.

- B. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. Vehicles and Equipment.** With the exception of any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE #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 – 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 (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #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 – CONTRACT*.
2. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *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 as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

ARTICLE #124 – RETAINAGE:

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

ARTICLE #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 (E-Verify):

- 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:

- 1. Amendments to the Contract, including all Exhibits thereto.
- 2. The Contract itself, including all Exhibits thereto.
- 3. Attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS:

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

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 constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties

hereby declare that this is the intent of the parties to this agreement 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 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", "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 whether 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 (N30).
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 PO 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 PO, Contract, or Agreement unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window coverings and blinds, 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 a 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 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 it 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.

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: _____

Print Name:

Richard Higgins, Chairman
Hall County Board of Commissioners

Title:

Date: _____

Sworn to and subscribed before me this

Attestment: _____

_____ Day of _____, 2024

County Clerk

Approved as to Form

Notary Public: _____

William J. Linkous III, County Attorney

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]



Hall County Government
FINANCIAL SERVICES

EXHIBIT C – Cost Worksheet
IFB # 034-44
Animal Shelter Generator Replacement

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

Company Name: _____

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Instructions:

Line	Lump Sum
Replace One (1) Standby Generator per specifications	
Preventive Maintenance Agreement Years 2 – 5 (if not included with unit)	
Cap/Abandon existing natural gas line	
Modify/Replace existing concrete pad (if necessary)	
Permitting (if necessary)	

Approximate Lead Time for generator unit: _____



Hall County Government

FINANCIAL SERVICES

EXHIBIT F – Ethics Affidavit

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County - Ethics.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

- 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, or not, a contract.

- 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 _____, _____, 20____ in _____ (city), _____ (state)
_____ (Zip Code)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the _____ Day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

[Locus Sigilli]



Hall County Government
FINANCIAL SERVICES

EXHIBIT G – Questions/Responses

Bidder's company name: _____

Please Answer Each Question. You may use additional pages if needed.

1. Does your company have at least three (3) sequential years of experience in providing services as detailed in the Scope of Work outlined in the IFB document?
2. Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names and contact details.
3. Will any of the proposed services be subcontracted out to a third-party? If so, denote the work, the percentage of total, and list each of the legal entity's company names of the third-party(s).
4. Do you affirm that neither your firm nor its principals are currently in litigation with Hall County, Georgia?
5. Has your company been terminated from a project due to failure to deliver services or deliver services on time?

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings



Hall County Board of Commissioners
Purchasing Department
Mandatory Pre-Bid On-site Meeting, Thursday, 1/18/23 9:00 AM
IFB#: 034-44 Animal Shelter Generator Replacement

Only those vendors listed below will be eligible for bid submission acceptance. All others will be rejected.

PLEASE PRINT				
Company Name	Contact Name	Address	Email Address	Phone
DEHART & Hill Electric	David Wolcott	455 Tolbert St Cumming GA 30090	David.Wolcott@dehartandhill.com	404-375-5869
Current Edge Solutions	Dave Meylan	2700 Gregory Street, #160 Savannah, GA 31406	dave@currentedgesolutions.com	256-443-9192
DPS	Tim Kent	1187 Bobby Williams Pkwy Covington, GA 30014	tkent@datapowersource.com	404 317 2930
CAPITAL CITY	Rich Moore	1316 Oak Branch Dr. Suite 170A Nacogdoches GA 30093	rich.moore@cselect.com	478-929-0560
PRIME POWER	Donald Bloom	3617 Southland Dr. Flowery Branch, GA 30542	dbloom@primerepairservices.com	678-618-8771
Prime Power	Mike Harkins	"	msharkins@primerepairservices.com	678-873-5455
Jimmy Yates	Jimmy Yates	5003 Back of Drop Court Covington	jmotesbvcc@bellsouth.net	678 316 2088
William Dove				
GA solar partner	William Dove	499 Royston Ln Shirley Rd	William.D@georgia-solar.com	706-498-2534
Burd electric	William Dove	13 Smith St Toccoa	William.D@georgia-solar.com	706-498-2534
Synergy Ind. services	Peter Stefanovich	836 Joseph E. Lowery Blvd Atlanta 30318	PETER@SYNERGIES.COM	404-213-7782

