



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #46-028

For the provision of

East Hall Library Opening Day Collection

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

ARTICLE #101 – INTRODUCTION

This Contract for providing a shelf-ready opening day collection for East Hall Library (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Midwest Tape, LLC _____ which is principally located at 1417 Timberwolf Drive; Holland, Ohio 43528 (hereinafter "Vendor").

WHEREAS Vendor 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 Vendor are known individually as a "Party" and collectively as the "Parties"; and,

WHEREAS nothing contained in this Contract shall be construed to convert the Vendor or any of its employees or agents into a partner, employee, or agent of the County. Nor shall either Party to this Contract have any authority to bind the other in any respect; and,

WHEREAS Vendor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Vendor to the County in exchange for payment as compensation; and,

WHEREAS this Contract will become legally binding upon signature and execution by both Parties; and,

WHEREAS any documents, exhibits, attachments, plans, or references are all incorporated herein by reference.

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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. Vendor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
- B. County agrees to pay as compensation any fees as listed on the *Exhibit C – Cost Proposal Worksheet*, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is 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

Lisa MacKinney
Library Director
Hall County Government
127 Main Street NW
Gainesville, GA 30501
lmackinney@hallcountylibrary.org
Ph: (770) 532-3311

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): Sue Bascuk, Vice President

Midwest Tape, LLC

Email Address(es): sbascuk@midwesttape.com or BIDRFPinfo@midwesttape.com

Phone Number(s): 800-875-2785

Physical Address: 1417 Timberwolf Drive

City/State/ZIP: Holland, Ohio 43528

REMIT TO ADDRESS (if different): Midwest Tape, LLC

P.O. Box 715733; Cincinnati, Ohio 45271-5733

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

The Contract term will be for nine (9) months (270 days) after the issuance of a Notice to Proceed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice to Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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 to Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon.

Additional provisions are:

- A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Vendor. 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 Vendor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of the Contract. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.
- C. **Transition Cooperation with the County and Cooperation with Other Vendors.** Vendor 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 Vendor. Further, if the County has entered into or enters into contracts with other Vendors related to the Services, Vendor agrees to cooperate

fully with other such Vendors. Vendor shall not engage in any act that will interfere with the performance of work by any other Vendor (s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Vendor at any time. Should the County terminate this Contract prior to the date of automatic termination, Vendor 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 Vendor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

- A. **Termination for Convenience.** Following sixty (60) days' written notice, the County 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 Vendor.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Vendor in default of its obligations under the Contract:
1. The Vendor 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 expressed warranties made by the Vendor.
 2. The County determines that Vendor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 3. The Vendor fails to make substantial and timely progress toward performance of the Contract.
 4. The Vendor 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 Vendor terminates or suspends its business; or the County reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 5. The Vendor 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 Vendor 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 Vendor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
1. Immediately terminate the Contract for default without additional written notice; and/or,
 2. In the event of a breach by the Vendor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Vendor; 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 Vendor in the event of any de-appropriation.

- E. Termination due to Failure of Vendor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
1. If the Vendor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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 Vendor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
 3. The Vendor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
 4. Failure of the Vendor to obtain, provide, maintain, and deliver the performance and payment bonds 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 BONDS*.
- F. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Vendor 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. Vendor's Termination Duties.** Upon receipt of a Notice of Termination, the Vendor 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 use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Vendor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Vendor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Vendors during the transition period between the Notification of Termination and the substitution of any replacement Vendor.
 5. Vendor is to immediately return any payments made by the County for goods and services that were not delivered by the Vendor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY VENDOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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 Vendor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – 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 #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 Vendor 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 AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Vendor's sales orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreements, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

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 – VENDOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Vendor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Vendor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Vendor shall (i) notify County of any resulting replacement, (ii) introduce an individual serving as a replacement to County, and/or (iii) provide County with a résumé and any other information regarding an individual that may be reasonably requested by County.
- B. The County has the right to require the Vendor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Vendor will remove the 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 approval.
- C. Vendor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Vendor must procure and maintain insurance policies at the Vendor'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 COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Vendor and the County (as an 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 Vendor 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 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:

Workers' Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$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. 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 service contracts.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises/Fire/Legal
- \$5,000 Medical Payments

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

- \$1,000,000 Combined Single Limit Or \$500,000 per Person/\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- 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.

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

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.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #119 – NO WAIVER

- A. **Authority to Enter into Contract.** The Vendor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Vendor 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 Vendor 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.** Except for any specified County-owned equipment and vehicles listed herein, Vendor warrants that no Vendor employees, subcontractors, or others will operate County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Vendor shall be responsible for providing all transportation and equipment necessary to deliver the Services under the Contract.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The Vendor 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 Vendor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Vendor'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 Vendor after acceptance of the Vendor's delivered Services by the County, and after receiving 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. Vendor 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 VENDOR

- A. Upon Contract Execution, the County will issue a Notice to Proceed (NTP) and a Purchase Order (PO) to the Vendor. The terms of this Contract shall be incorporated by reference into any PO issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO by electronic mail (e-mail) to the Vendor's representative in *ARTICLE #103 – NOTICES*.

The Vendor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. 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 a NTP will not be considered for payment. Vendor is not to begin work or ship any product on any verbal communication from 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 NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Vendor for any services, labor, 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

- B. **Invoice/Payment**

1. Vendor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the

Services provided. Receipt of the Services and/or materials does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Cost Proposal Worksheet*.

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

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 Cure to Contractor. Vendor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency or deficiencies within the timeframe prescribed therein. If the Vendor fails to timely correct the deficiency or 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 Vendor's Failure.** If the County determines that the Vendor has failed to perform or deliver any Services as required by the Contract, the Vendor 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 Vendor's compensation, which represents payment for Services that were not delivered. To the extent that the Vendor'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 Vendor. 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 Vendor. If the Vendor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Vendor against any sum owed to the Vendor, in the County's sole discretion.

E. Final Payment. The Vendor 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 Vendor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

Reserved.

ARTICLE #124 – RETAINAGE

Reserved.

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. Should either party 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

Vendor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days 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 Vendor 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. Vendor 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. Vendor 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference 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 Vendor's response, the order of precedence shall be as follows:

- 1. Any amendments to the Contract, including all exhibits thereto.
- 2. The Contract itself, including all exhibits thereto.
- 3. Attachments appended to the Contract.
- 4. All other Contract 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 solicitation documents and the Vendor's response, are herein incorporated into this Contract by reference.

- 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 – Scored Questions

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Vendor understands and acknowledges that it is responsible for any sales and use tax it may incur. The Vendor will not charge the County any sales and use tax as a separate line item. The Vendor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The Vendor hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, 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 Contract.

ARTICLE #132 – NOT A JOINT VENTURE

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Vendor nor any of Vendor's agents, servants, employees, subcontractors, or contractors shall become or be deemed to become agents, servants, or employees of the County. Vendor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

ARTICLE #133 – 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 herein shall supersede and govern over all Vendor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Vendor'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 shall be deemed as the Vendor's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, contractor, consultant, 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. The terms goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, 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 (N30) in arrears. The County does not pay for services not yet rendered or goods not received and accepted. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing. The Vendor shall only deliver goods and services as described on the PO and within the Scope of Work and the Vendor's bid response.
10. The Vendor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Vendor shall not construe any verbal consent to purchase goods or services as valid.
12. 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.
13. The County does not accept automatic contract renewals except for monthly subscription services.
14. The County does not pay deposits towards goods ordered or services not yet rendered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
15. The County will accept back orders only if goods are out of stock and with prior written notice. The Vendor shall ship all quantities that it has in stock and hold orders for back orders.
16. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memorandums of understanding, and other such agreements.
17. For all legalities, the jurisdiction shall be the State of Georgia, County of Hall.
18. Deliveries shall be made to the ship-to address(es) listed on the PO and within the specified time. The Vendor must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only. Receipt of goods or services does not constitute acceptance. Title to goods shall remain with the Vendor until acceptance by the County.
20. The Vendor warrants that its goods and services are merchantable, and it has a legal right to deliver the goods and services and as described herein.
21. The County shall have the right to inspect all goods or services at the time and place of delivery.
22. No right or interest in the contract shall be assigned by the Vendor without written permission of the County, and no delegation of any obligation owed or the performance of any obligation by the Vendor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
23. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
24. This issuance of a 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.
25. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other solicitations upon which the PO is based, and the terms, conditions, and specifications of the solicitation are incorporated herein by reference and made a part hereof.
26. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.

27. Invoices should be submitted to the County as described in the PO. Each PO number and/or contract number must be shown on each invoice submitted.
28. A PO issued with an attached contract or agreement, the terms and conditions of the attached contract or agreement shall govern in the event of any conflict with these terms and conditions.
29. The Vendor may be suspended, terminated, or debarred if it is determined that it has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Vendor certifies that it and any of its subcontractors have 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.
30. The Vendor certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item. The Vendor shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Vendor.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Vendor's Full Legal Name Below:

Midwest Tape, LLC

HALL COUNTY, GEORGIA

By: *Sue Bascuk*

By: _____

Print Name: Sue Bascuk

David Gibbs, Chairman
Hall County Board of Commissioners

Title: Vice President

Date: _____

Sworn to and subscribed before me this

25 Day of November, 2025.

Attestation: _____
Commission Clerk

Notary Public: *Stephanie Lynn Kinser Richendollar*

Notary commission expires: May 13, 2028

[Locus Sigilli – Seal or Stamp]



STEPHANIE LYNN KINSER
RICHENDOLLAR
Notary Public
State of Ohio
My Comm. Expires
May 13, 2028

APPROVED AS TO FORM

Nathaniel R. Anderson

Nathaniel R. Anderson,
Senior Assistant County Attorney