

Request for Proposal

Security Camera Replacement

Carroll County Jail

1000 Newnan Road, Carrollton, Georgia

(RFP No. SO26-A001)

Issue Date: **October 13, 2025**

Issued By: **Carroll County Georgia
Board of Commissioners
34 Horsley Mill Road
Carrollton, GA 30117**

Inquiries: **Sunday Cook
Purchasing Analyst
770-830-5909
scook@carrollcountyga.gov**

Mandatory Pre-bid: **October 16, 2025 at 2:00 p.m.**

Questions Due: **October 27, 2025 at 5:00 p.m.**

Proposals Due: **November 10, 2025 at 2:00 p.m.**

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INTRODUCTION

The Carroll County Board of Commissioners (the “County”) is requesting Proposals from qualified vendors to furnish and install a complete replacement of the existing security camera infrastructure at the Carroll County Jail (the “Project”). The Project will include the removal and replacement of existing cameras; installation of additional cameras and workstations; programming and configuration of Genetec Security Center software; the provision of all associated servers, power backup, cabling, and connectivity; a service plan agreement post installation; and training Carroll County Sheriff’s Office personnel on system operation and including one (1) year of support and maintenance.

The objective of this project is to enhance detention center security operations through the deployment of high-quality cameras, Video Management System integration, and supporting infrastructure to ensure reliability, scalability, and long-term system performance.

The County plans to select the most qualified vendor to enter into a contract for the Project. The procedures for public works construction contracts as established by the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 *et seq.* shall be followed. Final selection will be made in accordance with the policies and administrative directives of the County and any other statutory provisions.

Responses must be received by Carroll County at 34 Horsley Mill Rd, Carrollton, Georgia 30117 on or before **2:00 p.m. EST on November 10, 2025**, after which time and date they will no longer be accepted. Late responses will be returned unopened and will not be considered. To be accepted, all responses must be marked **“Sealed Competitive Proposal for Security Camera Replacement Services for the Carroll County Jail (SO26-A001)”** (the “Proposal”), and submitted by **delivery of one original, thirteen (13) copies, and one (1) electronic PDF on a USB drive submitted to the following address:**

Sunday Cook
Purchasing Agent
Carroll County Board of Commissioners
34 Horsley Mill Rd
Carrollton, Georgia 30117
770-830-5985 / scook@carrollcountyga.gov

Pricing must be submitted in a separate sealed envelope clearly marked: **“PRICING for Vendor for Security Camera Replacement Services for the Carroll County Jail (SO26-A001)”**.

Oral, email, and facsimile responses are NOT acceptable.

SCOPE OF WORK

The County is requesting proposals for the removal and replacement of existing cameras; installation of additional cameras and workstations; programming and configuration of Genetec Security Center software; the provision of all associated servers, power backup, cabling, and

connectivity; a service plan agreement post installation; and training Carroll County Sheriff's Office personnel on system operation and one (1) year of support and maintenance.

The Contractor shall furnish all labor, materials, equipment, software, and services necessary to provide a fully operational video management and surveillance system to replace and upgrade the existing facility system. The work shall include, but not be limited to, the following major components:

System Programming & Configuration

1. Program and configure a new Video Management System ("VMS") in coordination with the Owner's IT and security staff.
2. Establish required functionality, user roles, and access levels.
3. Migrate existing camera streams and system settings where feasible.

Camera Replacement & Installation

1. Replace all existing fixed and Pan Tilt Zoom ("PTZ") cameras with new high-resolution IP cameras.
2. Install additional cameras at locations shown in design documents to improve coverage, including panoramic/multi-sensor and License Plate Recognition ("LPR") cameras as required.
3. Coordinate final camera placement and field of view with the Owner prior to installation.

Recording & Server Infrastructure

1. Provide and install recording and database servers sized to support all installed cameras and allow for future expansion.
2. Configure the system to support a minimum of 90 days of video retention at standard frame rates and native resolution.
3. Implement server and software redundancy and integrate the system with the existing network and security infrastructure.

Workstations

1. Provide and configure security workstations with VMS software for monitoring, video review, and facility control functions.
2. Coordinate workstation placement and user permissions with the Owner.
3. Support Owner-furnished workstations if self-procured for cost efficiency.

Power & Network

1. Provide Uninterruptible Power Supply ("UPS") units for all critical servers and network equipment.

2. Coordinate UPS for workstations with the Owner.
3. Furnish all required cabling, connectors, patch cords, and related materials to support the system.
4. Ensure that all equipment is fully compatible with the existing Power over Ethernet (“PoE”) network infrastructure and supports both Layer 2 and Layer 3 functionality and 10G SFP support.
5. Label all cabling and connections in accordance with Owner standards.

Testing, Training & Closeout

1. Test and commission all cameras, workstations, servers, and software to confirm full functionality and integration.
2. Provide training for Owner’s designated staff on system operation, user management, and basic troubleshooting.
3. Submit complete as-built documentation, including:
 - Camera layouts and network topology diagrams
 - Configuration backups and software license information
 - Product data sheets, warranties, and recommended maintenance procedures

Maintenance & Support

1. Minimum 36 service hours and quarterly inspections included in the contract price for the first year, with an option to renew after the initial term.
2. Minimum response time of twenty-four (24) hours for critical issues such as widespread failure, unavailable cameras, or other significant security lapses or gaps requiring immediate attention.

PROJECT SELECTION TIMELINE

The following schedule represents the Owner’s best estimate of the schedule that will be followed. All times indicated are prevailing times in Carroll County, Georgia. The Owner reserves the right to adjust the schedule as needed.

Issuance of RFP: October 13, 2025

Mandatory Pre-Bid Meeting: October 16, 2025, at 2 p.m.

Written questions and requests for clarifications due: October 27, 2025, at 5 p.m.

County responds to written questions: October 30, 2025, at 5 p.m.

Proposals Due: November 10, 2025, at 2 p.m., EST

Interviews with Finalists by Committee, if conducted: November 13, 2025

Board of Commissioners Selection: December 2, 2025 (Estimate)

Contract signed within 30 days after award by County.

Please direct all questions regarding this RFP and the Project to the contact listed below:

Sunday Cook, Purchasing Agent
Carroll County Board of Commissioners
34 Horsley Mill Rd
Carrollton, GA 30117
Phone: 770-830-5909
Email: scook@carrollcountyga.gov

RESTRICTION OF COMMUNICATION: Other than responses to the Owner's Purchasing Analyst designated herein, from the issue date of this RFP until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate for any reason with any members of the Evaluation Committee or County elected officials, employees or agents, except for submission of questions and Proposals as instructed in these Instructions, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the Proposal of the offending proposer.

The County reserves the right to select or reject any and all responses as a result of this Request for Proposal. The County is not liable for any costs incurred by any person or firm responding to this Request for Proposal.

A **mandatory Pre-Proposal meeting will be held on October 16, 2025, at 2:00 p.m.** at 1000 Newnan Road, Carrollton, Georgia 30116. Any person or entity that fails to attend the mandatory Pre-Proposal meeting will not be permitted to submit a Proposal for the Project and any Proposal submitted by a person or entity that did not attend the mandatory Pre-Proposal meeting will be returned unopened.

Proposals received after the date and time referenced in this Request for Proposal will be considered non-responsive and will not be accepted. The County shall have the right to terminate the relationship with the Contractor at any time without cause.

GENERAL INFORMATION

Proposal Format

Proposals must be submitted in the format outlined in this document. Prior to actual evaluation, each Proposal will be reviewed to determine whether or not it is complete. Proposals that do not contain the information requested will not be considered. Respondents shall use the prescribed format to clearly indicate their experience and qualifications.

Responsibility; No Joint Venture

The selected firm will be required to assume total responsibility for all services offered in its Proposal. The selected firm will be considered the prime contractor and the sole point of contact

with regard to all contractual matters. Owner does not desire to enter into “joint-venture” agreements with multiple firms.

Required Bonds and Insurance

The firm shall provide the County with the required bonds listed in the Proposal Documents.

Proposal Security: A Bid Bond shall be included in the construction bid envelope. The Bid Bond shall be payable to Carroll County in the amount of Five Percent (5%) of the Proposal Amount.

Performance and Labor and Material Payment Bonds: The accepted vendor shall furnish a proper Performance Bond and Labor and Material Payment Bond in the form attached hereto as **Exhibit “A”** covering the full amount of the Contract Price as security for the faithful performance of all work under the Contract and payment of all charges in connection therewith. The cost of these bonds shall be included in the contractor's bid.

To adequately protect the interests of the County, the successful respondent shall have and maintain in full force and effect for the duration of the Project and at least twelve months thereafter, the insurance coverages set forth in the Product Installation and Services Agreement attached hereto as **Exhibit “B”**.

Taxes, Fees, Code Compliance and Licensing

The firm shall be responsible for the payment of any required taxes or fees associated with the contract. The firm shall also be responsible for compliance with all applicable codes, statutes, and state and federal requirements. All installation work shall be done by sub-contractors licensed in the State of Georgia. The firm shall deliver complete as-built documentation, software licenses, an warranty information to Owner.

Payment

Contractor shall submit monthly payment applications with Subcontractor lien waivers and other data required by Owner.

References

Submission of a response authorizes the County to make inquiries concerning the respondent and its officers to any persons or firms deemed appropriate by the County.

Inquiries

Questions that arise prior to the Proposal submittal date shall be submitted in writing to the County’s Purchasing Analyst as set forth above. Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

Proposers have the responsibility of making sure that they have received all issued addenda. Addenda are posted on the website at www.carrollcountyga.gov/bids.aspx.

Debarred and Suspended Parties

The County shall not award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

SELECTION PROCESS

Phase I - Proposal Evaluation

Interested firms responding to this Request for Proposal must provide the information required to meet the criteria contained in "Response Format and Contents". The evaluation committee will evaluate submittals and choose the most highly qualified firm and may invite them to participate in Phase II of the selection process if applicable.

The below listed criteria will be considered in choosing the most highly qualified Contractor, as more fully set forth in **Attachments 8a** and **9a**:

- Firm History & Capability
- Current Work Load
- Project Personnel
- Schedule
- Bid

Phase II- Interviews

The firm or firms chosen as a result of the Phase I evaluation process may, at the discretion of the evaluation committee, be asked to participate in oral interviews. Following these interviews, the evaluation committee will recommend a firm to the County Board of Commissioners for review and approval in its sole discretion.

Signing of Contract

Upon the determination that the Project is feasible and acceptable to the County and final selection by the County, the County will enter into a Product Installation and Services Agreement attached hereto as **Exhibit "B"** where the basis of payment is a flat fee. No adjustment to the fee shall be made for any costs related to tariffs. Firms are encouraged to review and become familiar with the terms and conditions of this contract. Owner does not intend to modify any language contained in general terms and conditions of the contract. Any exceptions proposed by a firm must be included in the Proposal and could lead to a firm being deemed non-responsive.

RESPONSE FORMAT AND CONTENTS

Responses must be submitted in the format outlined in this section. Each response will be reviewed to determine if it is complete prior to actual evaluation and opening of bid. Failure to provide accurate, up-to-date responses to any and all portions of the RFP may result in disqualification without prejudice. The County reserves the right to eliminate from further consideration any responses that are deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of the County is that all responses follow the same format in order to evaluate each response fairly. The County may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided.

Proposals will be evaluated in light of the material and substantiating evidence presented in the Proposal, and not on the basis of what is inferred.

Each respondent shall provide the County with one (1) original, thirteen (13) copies, and one (1) electronic PDF on a USB drive of its response and a separated sealed envelope with pricing. Begin each section and subsection as described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly across the bottom of each page.

1. Cover Letter:

Each Proposal shall include a one-page cover letter at the beginning of the Proposal. The cover letter shall include a Project title, firm information (including name, address, telephone and fax number), names and telephone, fax numbers and email addresses of persons authorized to provide any clarifications required.

2. Overview:

Complete the attached form **Attachment 1a**.

3. Financial Information:

- A. Provide an audited financial statement, balance sheet and income statement for the firm, or firms in the case of a joint venture.
- B. Provide a compliance letter from your bonding company showing consent to provide 100% Performance and Payment Bonds for your services as a contractor.
- C. Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of Georgia.

4. Project Approach: (Provide the following items in the order listed)

- A. *Relevant Experience*: Provide a one-page summary of your relevant experience with this building type that distinguishes your firm from other contractors. **Attachment 1a**.
- B. *Relevant Projects*: Complete the attached form. **Attachment 2a**.
- C. *Current Workload*: Provide a one-page description of your workload with tentative start and completion dates. **Attachment 3a**.

- D. *Schedule Control*: Provide a one-page description of your approach to schedule control and specific methods/techniques that you intend to utilize in this Project. Include a Critical Path Method (“CPM”) timeline showing the necessary activities and schedule for implementation of this Project, **Attachment 4a**.
- E. *Quality Assurance/Control*: Provide a one-page description of any formal program that your firm utilizes to ensure quality. **Attachment 5a**.
- F. *Project Management*: Each respondent shall use the attached form **Attachment 6a** to list their team. A one-page resume including education, experience and any other pertinent information shall be included for each team member assigned to this Project.
- G. *Project Staffing*: Each respondent shall attach a one-page Project staffing plan. The plan shall include: (1) initial staffing showing the percentage of time each staff member is to be assigned to the Project team, (2) Project organization chart showing a graphic representation of the participants listed as members of the Project team and their responsibilities in the program, **Attachment 7a**.
- H. *Fee Proposal Form*: Provide a separate sealed envelope for one copy of the Fee Proposal form (**Exhibit “C”**) which includes: Base Bid, Add Alternates, Unit Prices, and 5% Bid Bond.

5. Non-Collusion Affidavit:

Interested contractors shall submit an affidavit in the form of the Affidavit of Non-Collusion (see **Attachment 10a** below) to be included in the Proposal Documents. If the contractor is a corporation, partnership, or other entity, all officers, partners, principals, agents, or other persons who may have acted for or represented the corporation, partnership, or other entity in bidding for or procuring the Contract for the Project shall also sign the affidavit.

6. Conflicts of Interest:

Responder must provide a list on **Attachment 1a** of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

7. E-Verify and SAVE:

The Contractor shall register and participant in the electronic verification (“E-Verify”) of work authorization operated by the United States Department of Homeland Security or any equivalent federal work authorization program and the SAVE Affidavit verifying citizen status. The contractor shall verify that its employees are in compliance with the Immigration Reform and Control Act of 1986, as required by applicable state law, including O.C.G.A. § 13-10-91 et. seq. contractor shall provide Owner with executed affidavits verifying such employees’ compliance with the federal and state laws identified hereinabove using the forms attached as **Exhibit "D"**.

OVERVIEW

Company Name: Address:
City/State/Zip: Telephone:
Email:
Contact Person:

Branch Office for the Project if Applicable:
Address:
City/State/Zip: Telephone:
Email:

Principals, partners, officers:

Number of years doing business under this name:

Number of permanent employees:

Have you ever defaulted on a contract? If so, explain.

Has the firm ever been removed from a project or failed to complete a contract as assigned?

Has the firm, an associate firm or an of their principals been involved in litigation, arbitration or claim with an owner or concerning a project within the last ten years? If so, on a separate sheet, explain describing each instanced and the resolution thereof. Describe your experience with litigation or claims with owners and/or contractors. For any such active or pending litigation or claims state (a) the name of the parties involved, (b) the nature of the lawsuit or claim, and (c) the current status, adjudication or settlement of said lawsuit or claim. Proposers with current or past litigation or claims within the past five years involving services provided to the County will not be eligible.

Has any principal, officer, or director of your firm or any associated firm entered a plea of guilty to or been convicted of a felony?

What is your firm 's current bonding capacity and bonding rate?

Conflicts of Interest, if any:

1. Describe any business transactions occurring within the prior two years between your firm and Owner.
2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to Owner within the prior one-year period.
3. A conflict of interest or potential conflict of interest is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with Owner.

:

RELEVANT EXPERIENCE

Provide a one-page summary of your relevant experience with this type of project that distinguishes your firm from other contractors.

Attachment 2a – Relevant Projects

RELEVANT PROJECTS

List three similar projects completed under the firm name in the last five (5) years. (Emphasis on Projects for Carroll County)

<u>Project Name</u>	<u>Project Type</u>	<u>Project Size</u>	<u>Project Cost</u>	<u>Change Orders</u>
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Attachment 3a – Current Workload

CURRENT WORKLOAD

Project

Owner

Start/Finish Dates

Attachment 4a – Schedule Control

SCHEDULE CONTROL

Estimated Completion Date: _____

Program (include CPM timeline) Including Timeline:

Attachment 5a – Quality Control

QUALITY ASSURANCE/CONTROL

Attachment 6a – Project Management

PROJECT MANAGEMENT

(Attach Resume)

Name:

Position:

Years with
This Firm:

Years Experience in
Camera Installation:

PROJECT STAFFING

(Attach Resumes)

<u>Name:</u>	<u>Position:</u>	<u>Years with This Firm:</u>	<u>Years Experience in Camera Installation:</u>
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PROPOSAL SCORING CHART FOR
SEALED COMPETITIVE PROPOSALS
Vendor

Project: Security Camera Replacement Services for the Carroll County Jail
Owner: Carroll County BOC

<i>Item</i>	<i>Description</i>	<i>(Points)</i>	<i>Score</i>	<i>Score</i>	<i>Score</i>	<i>Score</i>	<i>Score</i>
1.	Firm History & Capability	40					
2.	Current Workload	20					
3.	Project Personnel Qualifications	10					
4.	Project Schedule	10					
	Subtotal						
5.	Fee Proposal	20					
	Total Points	100					

*The low bid will receive the most points, 20 points. To determine each higher bidder's score, divide the low bid by each ascending bid. That number is then multiplied by the total possible points to get each bidder's score for this category.

Evaluation Committee Member #__

Evaluation Guideline for Sealed Competitive Proposals

PURPOSE:

To evaluate, rank and recommend the most qualified proposer who is capable of providing the best value to the owner. The evaluation committee approach for evaluating proposals provides opportunities for discussion of the listed criteria and expedites the selection process.

EVALUATION CRITERIA:

The evaluation criteria are defined in the RFP. Each committee member should assign a numerical value to each section and those scores will be added together. The response that is graded best in each category will receive the maximum value for that category.

The proposer with the majority of the committee's number one rankings (for example, voted number one by three of five committee members) will receive the top ranking by the committee. If one proposer does not receive the majority of the committee's number one rankings, the committee may also consider other rankings in order to determine the highest average ranking.

The proposer with a majority of the committee's number one rankings or the highest average ranking will be the firm recommended for approval to the County.

In the event of a tie, the two responders will be asked to present a best and final offer for the committee to review within a specified time. The committee must keep all criteria discussions and rankings confidential.

Firm History and Capability: 40 points

This category should be a measure of the firm's stability and consistency, not just a measure of how long the firm has been in business. It should also measure both quantitatively and qualitatively the relevant Projects previously awarded to the proposer and reflect the firms' ability to professionally staff, manage and report on the project.

"Relevant" might be defined as county, city, and other public projects completed in the state of Georgia. Questions which could be asked:

- How long has the firm been in business under the current management team?
- Do the resumes of senior management reflect academic and field accomplishments?
- Were the projects completed on time and within budget?
- Were problems resolved promptly and to the owner's satisfaction?
- Were change orders handled satisfactorily?

Current Workload: 20 points

This should be a measure of the firm's ability to give their full attention to the success of this Project and to ensure that the firm will not be distracted by too many prior commitments. Questions which could be asked:

- What is the firm's current workload and will that workload affect the Project?
- On previous projects did the firm act as a "team member" from preconstruction through completion?

Project Personnel Qualifications: 10 points

This category should measure the proposed Project Manager and Superintendent's experience level and how well they worked with the owner on previous jobs. Questions which could be asked:

- What are the years of experience and how many jobs have been completed for each?
- How well did they coordinate and communicate with other team members?

Project Schedule: 10 points

In public works construction, opening on time is of paramount importance. This category should not only compare each firm's estimate of time to complete this Project, but should be linked to their track record of estimate versus actual time on previous jobs. It should also compare each firm's systems and methodology for timeline management. Questions which could be asked:

- What is the firm's history of meeting scheduled openings?
- Did work on previous project progress in a logical and orderly manner?
- What type of systems does the proposer have in place for timeline management?

Bid: 20 points

First, the goal of the proposal selection process is to pick a contractor based primarily on qualification criteria (80 points) rather than solely on "low bid" (20 points) in order to have a qualified and compatible team member.

Secondly, significant consideration is given to the fact that the owner has limited resources and is concerned with the total cost of the Project to the County.

The low bidder will receive the most points, 20 points. To determine each higher bidder's score, divide the low bid by each ascending bid. That number is then multiplied by the total possible points to get each bidder's score for this category. Questions which could be asked:

- Is the bid category properly weighted?
- Does the scoring system proportionally account for small differentials in bid?
- How does the total cost to the owner compared to the last two comparable projects, given present market conditions?

Attachment 10a – Affidavit of Non-Collusion

AFFIDAVIT OF NON-COLLUSION

I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached Proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the RFP is full, complete and truthful.

I further certify that the Proposal submitted to the County has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other proposer of materials, supplies, equipment or services described in the Scope of Work, designed to limit fair and open competition.

I further certify that the contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the Proposals.

I further certify that the proposer and any principal employee of the proposer has not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer has not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer has not in the immediately preceding five years been defaulted in any federal, state, or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Owner and/or Owner may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the Owner may contact any individual or entity named in the Proposal for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq. by meeting or having complied with the provisions in the Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300- 10-1-.01: Contractor will also be required to warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

I acknowledge and agree that all of the information contained in the Proposal is submitted for the express purpose of inducing the Owner to award a contract.

A material false statement or omission made in conjunction with this Proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this Proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the Proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Proposer's Name:

Firm Name:

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this ____ day of _____, 20__.

Notary Public

My commission expires: _____

(Notary Seal)

EXHIBIT "A"
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____ [Insert name of contractor] (hereinafter called the "Principal") and _____ [Insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **Carroll County, Georgia, acting by and through its Board of Commissioners** (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of _____ [Insert contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ [Insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for the removal and replacement of existing cameras and camera system at the Carroll County Jail, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of

any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. § 36-91-90 and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this ____day of _____, 2025.

PRINCIPAL:

By: _____(SEAL)

Name: _____

Title: _____

Attest: _____(SEAL)

Name: _____

Title: _____

(CORPORATE SEAL)

SURETY:

By: _____(SEAL)

Name: _____

Title: _____

Attest: _____(SEAL)

Name: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS _____ [Insert name of contractor] hereinafter called the "Principal") and _____ [Insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **Carroll County, Georgia, acting by and through its Board of Commissioners** (hereinafter called the "Owner") and their successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ [Insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for the removal and replacement of existing cameras and camera system at the Carroll County Jail, more particularly described in the Contract (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner;
3. Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on

the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70 and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, 2025.

PRINCIPAL:

By: _____ (SEAL)

Name: _____

Title: _____

Attest: _____ (SEAL)

Name: _____

Title: _____

(CORPORATE SEAL)

SURETY:

By: _____ (SEAL)

Name: _____

Title: _____

Attest: _____ (SEAL)

Name: _____

Title: _____

EXHIBIT “B”

PRODUCT INSTALLATION AND SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the **CARROLL COUNTY, GEORGIA**, acting by and through its Board of Commissioners (hereinafter referred to as the “County”), and _____, a **Georgia** _____ (herein after referred to as the “Contractor”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, County desires to retain Contractor to provide certain services in the completion of a Project (defined below); and

WHEREAS, County finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit “1” – County Solicitation Documents/RFP

Exhibit “2” – Contractor Response/Proposal

Exhibit “3” – Information Technology and Audiovisual System Upgrade and Design / Specifications

Exhibit “4” – Insurance Certificate

Exhibit “5” – Contractor Affidavit

Exhibit “6” – Subcontractor Affidavit

Exhibit “7” – Key Personnel

In the event of any discrepancy between this Agreement and any of its Exhibits set forth herein, this Agreement shall control. In the event of any discrepancy between this Agreement and any Change Order (as defined below), the Change Order shall control.

B. Project Description. The “Project” that is the subject of this Agreement is generally described as: for the removal and replacement of existing cameras and camera system at the **Carroll County Jail located at 1000 Newnan Road, Carrollton, Georgia 30116.**

C. The Work. The Work (including any services related thereto) to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work described in **Exhibit “1”** (the “**County Solicitation Documents**”) and **Exhibit “3”** (Scope of Work) attached hereto and incorporated herein by reference. Unless otherwise stated in said Exhibits, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work. All activities must be performed in strict adherence to applicable local, state, and federal laws, rules, and regulations.

D. Schedule, Completion Date, and Term of Agreement. Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement (“Term”) shall commence as of the Effective Date and expire upon completion of and payment for the Work (provided that certain obligations will survive termination/expiration of this Agreement). Contractor shall complete the Work as outlined in the proposed schedule in **Exhibit “3”**. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of County on June 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent fiscal year absent County’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by County.

II. WORK CHANGES

A. Change Order Defined. A “Change Order” means a written modification of the Agreement, signed by representatives of County and Contractor with appropriate authorization.

B. Right to Order Changes. County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Contractor and County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by County in its sole discretion, County shall have the right to determine reasonable terms, and Contractor shall proceed with the changed work. Any authorized Change

Order shall be incorporated herein and considered part of this Agreement.

C. **Change Order Requirement.** Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of County and Contractor.

D. **Authority to Execute Change Order.** The Chairman of the Board of Commissioners has authority to execute, without further action of the Board of Commissioners, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price. Any such Change Orders materially altering the terms of this Agreement, or any Change Order materially increasing the Maximum Contract Price (as amended), must be approved by resolution of the Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. **Payment Terms.** County agrees to pay Contractor for the Work performed and costs incurred by Contractor upon certification by County that the Work was actually performed, and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon County's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by County to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect actual costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to County *before charges are incurred* and shall be handled through Change Orders as described in Section II above. County shall pay Contractor within thirty (30) days after approval of the invoice by County staff.

B. **Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed shall not, in any case, exceed, \$_____ (the "Maximum Contract Price"). The Maximum Contract Price is inclusive of all maintenance and support for the Products, Software, and Services during the first year. After the Project is completed, to the extent County elects to continue with maintenance and support obligations on a year-by-year basis, Contractor agrees to provide up to three (3) additional years of maintenance and support for the sum of : \$_____ (the "Maintenance Contract Price").

IV. COVENANTS OF CONTRACTOR

A. **Expertise of Contractor; Licenses, Certification and Permits.** Contractor accepts the relationship of trust and confidence established between it and County, recognizing that County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses,

permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in a professional and workmanlike manner and in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Contractor warrants that it shall devote adequate resources to meet its obligations under this agreement. Contractor further warrants that the Work delivered hereunder, any deliverables related thereto, or the services (or results thereof) provided hereunder, or the Customer's use thereof, shall not infringe upon an intellectual property right or proprietary right of any third party. Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to County. This provision shall survive termination of this Agreement.

B. Product Warranties. To the extent the County purchases, and Contractor provides, hardware, software, products, or other tangible goods (collectively referred to as the "Products"), Contractor warrants that the Products are provided with a manufacturer's warranty and that such warranty shall inure to the benefit of the County. Contractor further warrants that (i) the Products are fit for the particular purpose and will conform to the specifications set forth in this Agreement; (ii) that Contractor has good and sufficient title or authority to sell the Products; and (iii) that the Products do not violate or otherwise infringe on the intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

C. Software Warranty. To the extent County purchases, and Contractor provides software (the "Software") as part of the Products, in addition to the warranty set forth in Section IV.B herein, if the County determines that some functions/capabilities within the software are not performing up to required specifications, Contractor will take commercially reasonable measures to remedy such situation during the term of this Agreement at no additional charge to the County. To the extent that Contractor is unable to remedy such performance issues, the County may terminate this Agreement without any additional or further obligation to Contractor including any further payment obligations to Contractor.

D. Software License and Assignment. To the extent that Contractor possesses the right to license Software that is included with the Project, Contractor hereby grants to County a non-exclusive, royalty-free, perpetual and irrevocable, freely transferable license to use the Software in connection with the Project and for its continued use in perpetuity.

To the extent Contractor does not have the ability to license Software included with the Project directly to County, Contractor hereby assigns all right, title, and interest in and to the licenses for such Software included with the Project, including all copyrights and all other intellectual property rights therein and thereto throughout the universe.

E. No Infringement. To the extent Contractor is reselling or otherwise licensing (or sublicensing) software, Contractor represents to County that Contractor owns all right, title, and interest in and to any and all software and applications or otherwise has obtained all licenses necessary to sublicense the rights in the software and applications and has the full legal right to license the software and application in accordance with the Agreement. Contractor represents

that it has no actual or constructive knowledge that the Application infringes upon or misappropriates any patent, trademark, copyright or any trade secret or proprietary right of any person or entity or any knowledge of any pending lawsuit relating to such infringement or misappropriation. Contractor shall, at its expense, defend any suit or claim instituted against the County and indemnify the County against any claims, losses, damages, costs, proceedings made against the County insofar as the same is based on any claim that any of the software, applications, licenses and/or services constitutes an infringement of intellectual property rights, patent copyright, or any trade secret or proprietary right or licenses.

F. Integration with Existing Software and Systems and Acceptance Testing.

Contractor warrants and represents that all Products, Software, and all ancillary products and services related thereto (the “**Deliverables**”) will fully operate, integrate, and be compatible among all elements of the County’s existing (and remaining) computer systems, internet technology, audio and video systems. “**Acceptance Tests**” means such tests as may be conducted in accordance with this Section, the Agreement and Plans and Specifications to determine whether any Deliverable meets the requirements of this Agreement. County shall conduct Acceptance Tests on all Deliverables as follows:

(1) Upon installation of each individual Deliverable delivered hereunder, preliminary Acceptance Tests shall be conducted to ensure the individual Deliverable(s) conforms to the requirements of this Agreement.

(2) All Acceptance Tests shall take place in the operating environment described in this Agreement (and its applicable schedules, including any related RFPs and Scope of Work) for the Deliverables, commencing on the business day following operational installation of all Deliverables, and be conducted diligently for up to thirty (30) days, or such other period as may be set forth in the relevant Scope of Work (“**Deliverable Testing**”).

(3) To the extent any Deliverable must integrate with additional hardware, software, or other systems of the County, Acceptance Tests shall be performed on the County’s aggregate systems to ensure full operability, integration, and compatibility among all elements of the Deliverables (“**Integration Testing**”). The scope of Integration Testing shall be to ensuring full operability, integration, and compatibility, and the County may reject all Deliverables or individual components of Deliverables for non-conformity of compliance with this Agreement or such Deliverables failure to integrate with the County’s systems. Integration Testing shall be conducted diligently for up to thirty (30) days, or such other period as may be set forth in the relevant Scope of Work.

(4) No Deliverable is fully accepted until successful completion of Integration Testing. If any Deliverable fails to conform to the specifications of this Agreement during Deliverable Testing or Integration Testing, the County shall notify Contractor in writing of such non-conformity and Contractor shall immediately remedy such non-conforming Deliverable and re-deliver such Deliverable and conduct the Acceptance Testing process again until Contractor delivers Deliverables that are accepted by County. To the extent any Deliverable fails Deliverable Testing or Integration Testing after a second or subsequent delivery thereof, or Contractor fails to re-deliver the Deliverable on a timely basis, County may, in its sole discretion, by written notice to Contractor:

(i) Continue the Acceptance Testing Process as set forth

herein;

- (ii) Accept the Deliverable as a non-conforming Deliverable in which case the related costs and fees therefore shall be reduced equitably to reflect the value of the non-conforming Deliverable relative to the value of a conforming Deliverable; or
- (iii) Deem the failure to deliver the Deliverable a non-curable material breach of this Agreement (and relevant Scope of Work) and terminate this Agreement without any penalty or further obligation to Contractor.

(5) Acceptance of the Deliverables shall not occur until the earlier of: (i) sixty (60) days after completion of successful Integration Testing; or (ii) notice of Acceptance of the Deliverables in writing by the County.

G. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's profession and industry, Contractor will give written notice immediately to County.

H. County's Reliance on the Work. Contractor acknowledges and agrees that County does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, County bears no responsibility for Contractor's Work performed under this Agreement. Contractor acknowledges and agrees that the acceptance of Work by County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

I. Contractor's Reliance on Submissions by County. Contractor must have timely information and input from County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by County, but Contractor shall provide immediate written notice to County if Contractor knows or reasonably should know that any information provided by County is erroneous, inconsistent, or otherwise problematic.

J. Contractor's Representative. _____ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

K. Assignment of Agreement. Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express

written consent of County. As to any approved subcontractors, Contractor shall be solely responsible for reimbursing them and County shall have no obligation to them. Contractor shall remain primarily responsible and liable for any subcontractors' services.

L. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement (including any Work performed by subcontractors). Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

M. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of County. Nothing in this Agreement shall be construed to make Contractor or any of its employees, servants, or subcontractors, an employee, servant or agent of County for any purpose. Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give County the right to direct Contractor as to the details of the services to be performed by

Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and County may hire additional entities to perform the Work related to this Agreement.

Inasmuch as County and Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Contractor agrees not to represent itself as County's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of County without the express knowledge and prior written consent of County.

N. Insurance.

- (1) Requirements: Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Chairman of the Board of Commissioners.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
 - (1) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (2) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (3) Professional Liability of at least \$2,000,000 (two million dollars) limit for claims arising out of professional services and caused by Contractor's errors, omissions, or negligent acts.
 - (4) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under

Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

- (5) Commercial Umbrella Liability Coverage: \$4,000,000.00 (four million dollars) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.
- (6) Contractor's policies shall also include coverage for costs incurred to respond to the theft, unauthorized disclosure or access to County data, damages resulting from such incidents, including fines and penalties imposed upon the County, and such coverage shall be maintained for the period of time in which Contractor maintains, possesses, stores, or has access to County data, for a set forth in Section IV.L.8 of this Agreement.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County in writing so that County may ensure the financial solvency of Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
 - (1) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.
 - (i) Additional Insured Requirement. County and County's elected and appointed officials, officers, boards, commissioners, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be

construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (ii) Primary Insurance Requirement. Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.
 - (iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) Separate Coverage. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
 - (v) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for County.
- (2) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for County.
- (3) All Coverages.
- (i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or ten (10) calendar days if due to non-payment) has been given to County. County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.
 - (iii) Incorporation of Indemnification Obligations. Policies

shall include an endorsement incorporating the indemnification obligations assumed by Contractor under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.

- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) Verification of Coverage: Contractor shall furnish to County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. County reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) County as Additional Insured and Loss Payee: County shall be named as an additional insured and loss payee on all policies required by this Agreement, except County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.
- (10) Progress Payments: The making of progress payments to Contractor shall

not be construed as relieving Contractor or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

O. Employment of Unauthorized Aliens Prohibited – E-Verify and SAVE Affidavits.
Pursuant to O.C.G.A. § 13-10-91, County shall not enter into a contract for the physical performance of services unless:

- (1) Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits “4” and “5”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor’s subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in , and submitted such affidavit to County or provided County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit “5”**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Chairman of the Board of Commissioners or his/her designee shall be authorized to conduct an inspection of Contractor’s and Contractor’s subcontractors’ verification process at any time to determine that the verification was correct and complete. Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Chairman of the Board of Commissioners or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor’s subcontractors employ unauthorized aliens

on County contracts. By entering into a contract with County, Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the Chairman of the Board of Commissioners or his/her designee may report same to the Department of Homeland Security. Contractor's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Contractor shall be liable for all damages and delays occasioned by County thereby.

Contractor agrees that the employee-number category designated below is applicable to Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] *[DESIGNATE/MARK APPROPRIATE CATEGORY]*

- ____ 500 or more employees.
- ____ 100 or more employees.
- ____ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

P. Records, Reports and Audits.

(1) Records:

- (1) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for County under this Agreement ("Records") shall be established and maintained by Contractor in accordance with applicable law and requirements prescribed by County with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- (2) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and

readily accessible.

- (2) **Reports and Information:** Upon request, Contractor shall furnish to County any and all Records in the form requested by County. All Records provided electronically must be in a format compatible with County's computer systems and software.
- (3) **Audits and Inspections:** At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County or County's representative(s) for examination all Records. Contractor will permit County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for County or County's representative(s) to access and inspect the Records, or, at the request of County, shall make the Records available for inspection at County's office. Further, Contractor shall permit County or County's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, County or County's representative(s) shall not interfere with or disrupt such activities.

Q. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Carroll County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify County within five (5) business days of becoming aware of the existence of the conflict of interest.

Contractor and County acknowledge that it is prohibited for any person to offer, give, or agree to give any County employee or official, or for any County employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Contractor and County further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-Contractor under a contract to the prime Contractor or higher tier sub-Contractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

R. Confidentiality. Contractor acknowledges that it may receive confidential

information of County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

S. Key Personnel. All of the individuals identified in **Exhibit "7"**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in **Exhibit "7"**, without written approval of County. Contractor recognizes that the composition of this team was instrumental in County's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

T. Meetings. Contractor is required to meet with County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to County. Meetings will occur as problems arise and will be coordinated by County. County shall inform Contractor's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

U. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

V. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Contractor ("Materials") shall be the property of County upon Contractor's receipt of payment from County for such property, and County shall be entitled to full access and copies of all Materials in the

form prescribed by County. Any Materials remaining in the hands of Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to County whether or not the Project or Work is commenced or completed; provided, however, that Contractor may retain a copy of any deliverables for its records. Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to County, Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials are created on the County's behalf as a "work-for-hire" and are the exclusive property of the County. To the extent that any copyrightable subject matter may not, but operation of law or otherwise, be works-for-hire, this Agreement shall constitute an irrevocable assignment by Contractor to the County of the full ownership of, and all right, title and interest in and to such copyrightable subject matter, copyright registrations and all other similar protections which may be available related thereto. Contractor agrees to provide the County with all assistance reasonably necessary to perfect any such rights. Contractor's use of the Materials shall not extend beyond the Project.

W. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

X. Contractors Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Contractor to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Contractor shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the County; (b) the Contractor shall immediately disclose to the County any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Contractor agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

Y. Construction Schedule. Contractor shall coordinate with County to schedule the Work and all ancillary incidents thereto in an effort to minimize the disruption to the day-to-day activities and operations of the courthouse and its personnel. Contractor shall coordinate with County designees such Work that may result in high levels of noise, vibration, odors, or other disruption to the County's occupancy and operations and access of the public to the Courthouse. Contractor shall notify the County not less than five (5) business days in advance of any

proposed major disruptive operations and coordinate such activities with the County. Unless approved in writing by the County, Contractor shall limit such disruptive activities to one elevation or section of the Courthouse at a time in an effort to minimize the disruption to Courthouse activities and operations. Work that the County deems is not disruptive may take place at multiple elevations or locations simultaneously.

Z. County might use ARPA grant funding for all or portion of the Project. In such event, Contractor agrees to comply with all ARPA grant terms and conditions.

V. COVENANTS OF COUNTY

A. Right of Entry. County shall provide for right of entry for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.

B. County's Representative. Chairman or her designee shall be authorized to act on County's behalf with respect to the Work as County's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. For Convenience. County may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

B. For Cause. Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County's failure to pay Contractor within thirty (30) calendar days of Contractor providing County with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, County may terminate this Agreement for cause. County shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of County, then County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to County for such default.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of County.

D. Payment Upon Termination. Upon termination, County shall provide for payment to Contractor for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, County may deduct from such payment any portion of the cost for County to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the

remaining unpaid Maximum Contract Price. In no event shall Contractor be entitled to any profit on work not performed.

E. Conversion to Termination for Convenience. If County terminates this Agreement for cause and it is later determined that County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

F. Requirements Upon Termination. Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by County.

G. Reservation of Rights and Remedies. The rights and remedies of County and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. MISCELLANEOUS

A. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Carroll County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

D. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any

reason be hereafter declared in valid.

E. Notices.

- (1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be exchanged between County's Representative (named above) for County and Contractor's Representative (named above) for Contractor.
- (2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (i) personally delivered; (ii) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested; (iii) upon actual delivery when sent via national overnight commercial carrier; or (iv) upon confirmation or receipt when sent via email, to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO COUNTY shall be sent to:

Carroll County, Georgia
Attn: Chairman, Board of
Commissioners
323 Newnan St., Room 200
Carrollton, Georgia 30117
Email: mmorgan@carrollcountyga.com
and scook@carrollcountyga.com

NOTICE TO CONTRACTOR shall be sent

to: _____

Email: _____

F. Waiver of Agreement. No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

G. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

H. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability,

reimbursement, cause of action or other right.

I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified, good faith or official immunities.

J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by County or for any amount which may become due to Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal contractual liability, except where Contractor is a sole proprietor. The Parties agree that, except where Contractor is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Contractor or County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers.

K. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement and has notified County of any discrepancies, conflicts or errors herein. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to County shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

L. Force Majeure. Neither County nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

M. Material Condition. Each term of this Agreement is material, and Contractor's

breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to County at law or in equity.

IN WITNESS WHEREOF County and Contractor have executed this Agreement, effective as of the Effective Date first above written.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

CARROLL COUNTY, GEORGIA,
Acting by and through its Board of Commissioners

By: _____

Michelle Morgan

Chairman of the Board of Commissioners

EXHIBIT “C”
FEE PROPOSAL FORM

Date: _____

Ms. Sunday Cook
Purchasing Agent
34 Horsley Mill Rd,
Carrollton, GA 30117

RE: Proposal for Security Camera Replacement Services for the Carroll County Jail

Having carefully examined the Proposal Documents, all attachments and contract documents entitled “Proposal for Security Camera Replacement Services for the Carroll County Jail”, issued October 10, 2025, and Addendum No.(s)_____, as well as the premises and conditions affecting the Work, the undersigned ("Proposer") proposes to furnish all services, labor and materials required by them in accord with said documents including one (1) year of maintenance and support as set forth in the Proposal, for the sum of _____ Dollars including all costs related to tariffs and any fees (\$_____), which sum is hereinafter call the “Base Bid.”

In addition to the Base Bid, Proposer proposes to provide additional items including but not limited to additional cameras, workstations, servers, etc. in accordance with the price schedule set forth below:

High Resolution IP Camera:	_____
Panoramic / Multi-sensor Camera:	_____
LPR Camera:	_____
Server:	_____
Workstation:	_____
UPS Power Supply:	_____
Other:	_____

Proposer offers an additional three (3) years of maintenance and support with the agreed upon a minimum service hours, quarterly inspections, and guaranteed response times for the sum of _____ Dollars (\$_____).

Proposer agrees that such Base Bid includes all Allowance items as specified in the Proposal Documents. A 5% Bid Bond is required by Owner and is included with the submission of the bid.

The Proposer agrees that Performance and Payment Bonds are required and the sum of _____ Dollars (\$_____) will be added to the Base Bid for such cost.

Proposer agrees to commence actual work on the site with an adequate force and equipment within fifteen (15) days following the date established in the Agreement and to Substantially Complete the Work within _____ calendar days thereafter.

Proposer accepts all of the terms and conditions of the Proposal Documents.

In submitting this Proposal, Proposer represents, that:

(a) Proposer has not relied upon any oral representations by employees or agents of the County.

(b) Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

(c) Proposer has given the County written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Proposal Documents and the written resolution thereof by the County is acceptable to Proposer, and the Proposal Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

(d) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

In case the Proposer is notified in writing by mail, email or delivery of the acceptance of this Proposal within sixty (60) days after the time set for the opening of Proposals, the Undersigned agrees to execute within ten (10) days after such notification the Small Construction Project Contract attached to the Request for Proposal for the Work for the above-stated compensation. Not later than three days following the date of execution of the Agreement, Proposer shall furnish and deliver to the Owner Performance and Payment Bonds in accordance with the Proposal Documents.

Attached hereto are all attachments required by the Proposal Documents, including a signed certificate from a surety company acceptable to the Owner, stating that such surety will provide the Proposer, if awarded the Contract, with Performance and Payment Bonds.

Respectfully submitted,

[The following page is a signature page]

PROPOSER:

By _____
(Signature)

(Type or Print Name)

Title _____

Company _____

Address _____

Phone _____

Email _____

License No.: _____

Federal Id No.: _____

Witness _____

Date _____

EXHIBIT "D"

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 20____ in _____ (city), _____ (County).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____,

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "D" (CONTINUED)
SAVE Affidavit Verifying Status

for Carroll County Public Benefit Application

By executing this affidavit under oath, as a bidder for a **REQUEST FOR PROPOSAL** or other public benefit as referenced in O.C.G.A. O.C.G.A. § 50-36-1 from CARROLL COUNTY, GEORGIA, the undersigned applicant verifies one of the following with request to my application for public benefit for _____. *[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]*

- 1) _____ I am a United States citizen
- 2) _____ I am a legal permanent resident of the United States
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other Federal immigration agency.

My alien number issued by the Department of Homeland Security or other Federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1 (f) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state)

Signature of Applicant:

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2025.

Notary Public
My Commission Expires: _____