

# REQUEST FOR PROPOSAL

*ISSUING AGENCY*

*UNION COUNTY DEVELOPMENT AUTHORITY  
P.O. Box 801  
BLAIRSVILLE, GEORGIA 30514-0801  
PHONE: 706-745-4500  
FAX: 706-745-1859*

*ISSUE DATE*

*MAY 22, 2024*

*PROPOSAL CLOSING DATE*

*JUNE 27, 2024*

*PROPOSAL CLOSING TIME*

*2:00 P.M.*

*Commodity*

*Union County Community Wide  
Strategic Plan  
Project #UCDA-2024-01*

## REQUEST FOR PROPOSAL

THE UNION COUNTY DEVELOPMENT AUTHORITY IS REQUESTING PROPOSALS FROM QUALIFIED PROFESSIONAL FIRMS TO DEVELOP A COMMUNITY WIDE STRATEGIC PLAN FOR UNION COUNTY, GEORGIA.

PROPOSALS WILL BE RECEIVED BY THE UNION COUNTY DEVELOPMENT AUTHORITY, 129 UNION COUNTY REC. ROAD, SUITE 200, BLAIRSVILLE, GEORGIA 30512 UNTIL 2:00 PM LOCAL TIME ON JUNE 27, 2024. LATE PROPOSALS WILL NOT BE CONSIDERED NOR RETURNED. PROPOSALS WILL BE FORMALLY ACCEPTED AND ACKNOWLEDGED AT THE UNION COUNTY DEVELOPMENT AUTHORITY'S OFFICE BY STAFF PERSONNEL AND REVIEW COMMITTEE.

THE PROPOSAL DOCUMENTS AND SPECIFICATIONS ARE AVAILABLE FOR INSPECTION ON THE UNION COUNTY WEBSITE AT [WWW.UNIONCOUNTYGA.GOV/GOVERNMENT/COMMISSIONERS-OFFICE/PURCHASING](http://WWW.UNIONCOUNTYGA.GOV/GOVERNMENT/COMMISSIONERS-OFFICE/PURCHASING) AND AT THE UNION COUNTY DEVELOPMENT AUTHORITY'S OFFICE, 129 UNION COUNTY REC. ROAD, SUITE 200, BLAIRSVILLE, GEORGIA 30512; PHONE 706-745-4500 OR FAX 706-745-1859.

PROPOSALS MAY NOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE TIME AND DATE SET FOR CLOSING, EXCEPT AS ALLOWED BY O.C.G.A. UNION COUNTY DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY TECHNICALITIES.

(LEGAL AD)

TO RUN : 05/22/2024, 05/29/2024, 06/5/2024, 06/12/2024

## 1.0 INTRODUCTION

### 1.1 Purpose of Procurement

The Union County Development Authority (UCDA) is seeking proposals from qualified professional firms to develop a Community Wide Strategic Plan for Union County, Georgia. This comprehensive Strategic Plan will serve as a guide for smart community and economic development and provide implementation strategies and recommendations for the collaborating agencies and entities under whose purview and responsibilities the resultant strategies and recommendations reside. The collaborating agencies and entities that are committed to participating in the planning process include but are not limited to UCDA, Union County, City of Blairsville, Downtown Development Authority of Blairsville, Union General Health System, Union County School System, Blue Ridge Mountain EMC and Blairsville-Union County Chamber of Commerce. Appalachian Regional Commission (ARC) grant funds will support contractual costs. A copy of the grant agreement between ARC and UCDA is attached as Appendix D.

### 1.2 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), UCDA certifies that the use of competitive sealed proposals will not be practical or advantageous to the Authority in completing the acquisition described in this document.

The Owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interest. The Owner shall have the right to accept any proposal.

### 1.3 Schedule of Events

This Request for Proposals shall be governed by the following schedule:

DATE	ACTIVITY
May 22, 2024	Release of RFP
June 12, 2024 12:00 noon	Deadline for written questions to be submitted to Director (mitch@ucda.net)
June 19, 2024 5:00 p.m.	Answers to written questions posted to website: <a href="http://www.unioncountyga.gov/government/commissioners-office/purchasing">www.unioncountyga.gov/government/commissioners-office/purchasing</a>
June 27, 2024 2:00 p.m.	Proposals Due

### 1.4 Restrictions on Communications

From the issue date of this RFP until a Contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any Authority staff or elected officials except: through the Director named herein, or as provided by existing work agreement(s). The Authority reserves the right to reject the submittal of any bidder violating this provision.

## 1.5 Questions & Addenda

All questions concerning this RFP **must be submitted in writing** (email is preferred but fax and mail may be used) to Union County Development Authority's Office no later than **12:00 noon on June 12, 2024, local time.**

The Inquiries must be directed to:

**Mitch Griggs, Union County Development Authority Director**  
P.O. Box 801  
Blairsville, GA 30514-0801  
**mitch@ucda.net**  
**Fax (706) 745-1859**

No response to inquiries other than written will be binding upon the Authority. UCDA reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposals. Addenda shall be posted to the Union County website, [www.unioncountyga.gov/government/commissioners-office/purchasing](http://www.unioncountyga.gov/government/commissioners-office/purchasing), no later than June 19, 2024, at 5:00 PM. A signed copy of any addenda shall accompany submitted qualifications proposals. Proposers are advised to check the website for addenda before submitting their Proposals.

## 1.6 Contract Term

The contract between the Union County Development Authority and the Contractor shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein.

The Union County Development Authority reserves the right to terminate contract, with 30-day written notice, for any violations in terms of this Agreement, rules, laws, or unreconciled issues arising as a result of this Agreement. The Contractor agrees to provide 30-day written notice and complete any ongoing activity period if the Contractor chooses to opt-out of an agreement with the Authority.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Authority under this contract.

## 1.7 Bonds

Proposal Bonds, Payment Bonds, and Performance Bonds not required.

## 1.8 Exception to RFP

Each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken **must** be identified and explained in writing in your proposal and must

specifically reference the relevant section(s) of this RFP. If the proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the proposer’s solution, must be explained in detail.

The Authority welcomes innovative suggestions and recommendations from Contractors that will ensure a 100% successful service approach.

## **2.0 SCOPE OF WORK**

### **2.1 Background & Overview**

Union County, Georgia is in state Region 2 in Northeast Georgia and is a member of the Georgia Mountains Regional Commission. Union County is situated in the geographic center of a high valley defined and bounded by mountain ranges to the south and north and colloquially known as “the bowl”. The bowl creates a geography of free movement between the counties and effectively serves as the regional labor shed area and commercial trade area. The bowl encompasses contiguous counties in Georgia and North Carolina including Fannin, Towns, and Gilmer counties in Georgia and Cherokee and Clay Counties in North Carolina. The counties within the bowl have similar population, socio-economic, demographic, economic and cultural profiles.

Union County and the City of Blairsville are in compliance with state “Minimum Standards and Procedures for Local Comprehensive Planning” with the most recent five-year update being completed in 2022. While the Comprehensive Plan update is in compliance with the state rules and guidelines and includes all necessary elements, the Plan and the goals, objectives and programs of work within are generally broad. The current and previous Comprehensive Plans are the only planning document or planning initiative undertaken by the county’s local governments or agencies.

Although Union County is still a rural community with a population of approximately 27,000 persons, it has grown significantly in the last 30 years and particularly in the last four years. This growth is stressing local government services, the school system, infrastructure and land use. With half of the county’s area in the National Forest and nearly another quarter of land area in other public ownership and/or conservation, rapid growth is competing for scarce land resources. Similarly, and like many communities in the Southeast, area industries and businesses are struggling with tight labor markets and citizens, particularly working-age individuals and families are struggling to find any form of attainable housing as the post-pandemic migration and other external factors have led to high housing costs and low housing availability. The community desires growth but also measured, “smart growth” that provides a healthy, sustainable local economy, effective local government services, and the preservation of the community character.

It is within the above context that the Union County Strategic Plan will be developed.

### **2.2 Scope of Work**

The Union County Development Authority (UCDA) seeks proposals from qualified professional firms to develop a community-wide Strategic Plan for the county. This Strategic Plan will serve as a guide for community and economic development and provide strategies and recommendations for the participating local entities that will be responsible for implementing the plan recommendations. The selected Proposer shall coordinate and lead the planning process with the

committed local entities to include representatives of: Union County, City of Blairsville, Union County Development Authority, Downtown Development Authority of Blairsville, Blue Ridge Mountain EMC, Union County School System, Blairsville-Union County Chamber of Commerce and other such parties or entities as recommended by the selected proposer. UCDA will be the primary point of contact throughout the planning process.

The selected Proposer shall complete the execution of the items listed below and as described throughout this RFP. The Strategic Plan process and product should include at a minimum but is not limited to the following elements:

- Lead community stakeholders noted above in input sessions to influence the creation of the Strategic Plan. The selected proposer may utilize data, surveys and information from the county Comprehensive Plan and/or may develop surveys or other tools to gather input from the committed stakeholders. Tools and responses will be included as an appendix to the final Strategic Plan document. UCDA staff will assist in meetings coordination and invitations for stakeholder input sessions.
- Produce a written comprehensive community-wide Strategic Plan document that includes:
  - An assessment and analysis of strategic priorities for community and economic development;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives for deployment and future placement of water and wastewater infrastructure;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives for improvement to existing water and wastewater capacity infrastructure;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives for scope, scale and funding sources for future industrial (park) sites;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives for locations of future commercial sites/areas;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives for target industries in manufacturing sector;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives for target industries in agricultural sector;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives for tourism marketing;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives for expansion and improvements to existing transportation network and infrastructure;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives to address vacant and deteriorated buildings and structures and blighted properties;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives for downtown development and redevelopment;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives to assess gaps in existing housing types;
  - Recommendations for implementation strategies and/or necessary additional planning initiatives to develop needed housing types;
  - Recommendations for assessment of gaps in workforce development initiatives, curriculum, partnerships, recruitment and enrollment;

- Recommendations for assessment of gaps in electric, LP and natural gas utility services;
- Recommendations for assessment of current and future land use;
- Recommendations for implementation strategies and/or necessary additional planning initiatives to address desired and appropriate future land use;
- Recommendations for assessment of current administrative capacities at local government agency levels;
- Recommendations for assessment of local ordinances to support strategies and recommendations contained with this Strategic Plan;
- Strategic Plan budget;
- Strategic Plan timeline for status reports, draft plan, and hard and electronic copies of final Strategic Plan

### **3.0 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

#### **3.1 Proposal Requirements**

- a. A transmittal letter that states the Proposal is submitted in response to **RFP “Union County Community Wide Strategic Plan”**. Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.
- b. Completed Pricing Proposal that addresses all elements of the Scope of Work referenced in Section 2 of this RFP, sealed in a separate envelope/package, marked as Pricing Proposal.
- c. Qualifications Information requested in Section 4 of this RFP.
- d. Evidence of Insurance.
- e. Bidder’s Certification (Appendix A)
- f. E-Verify Affidavit (Appendix B)
- g. Signed Contract (Appendix C)
- h. Signed Addendum (if any)

#### **3.2 Pricing Proposal**

The pricing proposal is to provide the UCDA information on how your company charges for the product and services needed. Pricing should include normal fees associated with the performance of the service specified, including materials, supervision, labor, transportation, delivery, and related costs including allowances for any unforeseen conditions. The pricing should also outline all costs and fees that will be charged to the UCDA.

The Pricing Proposal must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer.

**The Pricing Proposal must be submitted as a separate, sealed envelope/package.**

## **4.0 QUALIFICATIONS INFORMATION**

Provide the following qualifications information:

- a. Business location and officers of the firm (company background)
- b. Business Litigation
  - i. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.
- c. Resumes of key personnel proposed to participate in the project, including education background and employment history.
- d. A complete list of all relevant work performed within the last five (5) years, including contact names and telephone numbers.
- e. Copies of manufacturer installer certificates (if applicable to RFP). Contractors must be certified resellers of the products they provide and install.
- f. Logistics Plan. Proposers shall submit a brief description of proposed site management logistics, including the following items:
  - i. Approach, planning, and implementation of the project.
  - ii. Contractor's on-site staffing, number of personnel, and their primary duties.
  - iii. Space requirements for on-site materials storage.
  - iv. List of proposed subcontractors.
- g. As the above items are to be considered in selection of the Contractor, submission of this information shall be binding on the Contractor and shall not be changed without agreement in writing from the Owner.

## **5.0 PROPOSAL SUBMISSION AND EVALUATION**

### **5.1 Process for Submitting Proposals**

#### **5.1.1 Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Contractor should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

#### **5.1.2 Packaging of Proposal**

Mark the outside of the shipping package as follows:

**“Union County Community Wide Strategic Plan”**

*Failure to properly label the OUTSIDE of the shipping container may result in disqualification.*



Inside the shipping container, the proposal in response to this RFP must be divided into **two separate** and appropriately **labeled** and sealed packages - a Qualifications Proposal and a Pricing Proposal. The inner packages shall be labeled with the submitting firm's name.

1. The contents of the sealed, inner package labeled **“Qualifications Proposal”** will include an original and three (3) copies of each of the following:
  - Transmittal letter referenced under Section 3.1 of this RFP
  - Bidder's Certification (Appendix A)
  - E-Verify Affidavit (Appendix B)
  - Signed Contract (Appendix C)
  - All qualifications information referenced under Section 4 of this RFP
  - Evidence of Insurance
  - Signed Addendum (if any)
  - Required information referenced in Section 2 of this RFP
2. The contents of the sealed, inner package labeled **“Pricing Proposal”** will include an original and three (3) copies of each of the following:
  - Completed Pricing Proposal

**Do not include price information of any kind in the Qualifications Proposal**

### **5.1.3 Submission of Proposals**

Proposals will be received by Union County Development Authority's Office until 2:00 PM on June 27, 2024. The original and three (3) copies must be mailed, hand-delivered, or express mailed to:

**Mitch Griggs, Director  
Union County Development Authority  
129 Union County Rec. Road, Suite 200  
Blairsville, GA 30512**

**Any submission received after the due date and time will not be evaluated.**

NOTE: Many express mail services do not guarantee overnight delivery times to Union County. Any proposal received after 2:00 PM on June 27, 2024 will not be opened.

## **5.2 Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted as follows:

**5.2.1 Administrative Review**

The Union County Development Authority staff and RFP review committee will review the proposals for the following administrative requirements:

- 1. Submitted by deadline
- 2. Separately sealed Qualifications Proposal and Pricing Proposal
- 3. All required documents have been submitted
- 4. Qualifications Proposal does not include any financial information
- 5. All documents requiring an original signature have been signed and are included

**5.2.2 Mandatory Requirements Review**

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.

**5.2.3 Qualifications Proposal Evaluation**

Proposals which pass the Mandatory Requirements Review will then be evaluated based on the qualification factors. Qualifications information will be scored as follows and may receive a maximum of one hundred (100) points.

Company Background	15
Litigation	5
Personnel Qualifications	15
Relevant Work	25
Project Approach	25
Pricing Proposal	15
Total Points	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 100

**5.2.4 Pricing Proposal Evaluation**

The pricing proposal from bidders not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the Authority.

**5.2.5 Oral Presentations**

The Authority reserves the right to invite Proposers to present their qualifications.

### **5.2.6 Selection of Proposal**

Upon completion of the evaluation process, the Union County Development Authority will select the proposal that is in the best interest of Union County.

### **5.3 Rejection of Proposals/Cancellation of RFP**

UCDA reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the Authority's advantage. It is also within the right of the Authority to reject submissions that do not contain all elements and information requested in this document. The Authority reserves the right to cancel this RFP at any time. The Authority will not be liable for any cost/losses incurred by the Contractors throughout this process.

## **6.0 TERMS AND CONDITIONS**

### **6.1 RFP Amendments**

The Authority reserves the right to amend this RFP prior to the proposal due date. All addenda and additional information will be posted to the County's website at [www.unioncountygga.gov/government/commissioners-office/purchasing](http://www.unioncountygga.gov/government/commissioners-office/purchasing) prior to 5:00 PM on June 19, 2024. It is the Proposer's responsibility to check the website for addenda before submitting a Proposal. All signed addenda shall be included in the Qualifications Proposal.

### **6.2 Agreement and Project Forms**

The Agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

### **6.3 Proposal Withdrawal**

A submitted proposal may be withdrawn prior to the due date by a signed written request to the Union County Development Authority Director.

### **6.4 Cost for Preparing Proposals**

The cost for developing the proposal is the sole responsibility of the Contractor, therefore the Authority will not provide reimbursement for such cost.

### **6.5 Conflict of Interest**

If a Proposer has any existing client relationship that involves Union County Development Authority or Union County, the Proposer must disclose each relationship.

### **6.6 Contractor Selection**

UCDA reserves the exclusive right to determine which Proposer should be awarded the Contract. The Authority also reserves the right to reject any or all bids at its discretion with or without cause.

## **6.7 Negotiations with Apparent Winner**

Prior to award, the apparent winning Proposer will be required to enter into discussions with the Authority to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the Authority. Failure to resolve differences will lead to rejection of the Contractor's proposal.

The Authority reserves the right to negotiate modifications and costs with the successful Proposer provided that no such modifications affect the evaluation criteria set forth herein.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the Authority.

## **6.8 Taxes**

The Union County Development Authority is not exempt from taxes. Contractor shall pay all taxes required as stated by law.

## **6.9 Compliance with Laws**

The Contractor will comply with all State and Federal laws, rules, and regulations.

## **6.10 Non-Collusive Bidding**

The Contractor shall not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. The Contractor shall not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatsoever, nor shall the Contractor cause or induce another to withdraw a bid or proposal for the work. § 36-91-21.

If the Contractor is a partnership, all of the partners and any officer, agent or other persons who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the Contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation bidding for or procuring the contract shall make the oath. If such an oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

## **6.11 Cancellation**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party written notice of such breach. If within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

UCDA reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies or bonds.

Failure of the successful Proposer to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the Authority without penalty to the UCDA. The Authority shall pay for services rendered up to the point of termination.

Notwithstanding anything contrary to the contract between the Authority and the successful Contractor, the Authority may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause by giving thirty (30) days written notice to the successful Proposer.

If the Authority uses the termination clause, the successful Contractor will be paid by the Authority for all scheduled work completed satisfactorily by the successful Contractor up to the termination date outlined in the written termination notice.

#### **6.12 Conditions of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

#### **6.13 Rejection of Submissions/Cancellation of Request for Proposals**

Union County Development Authority reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of Union County Development Authority. It is also within the rights of the Authority to reject proposals that do not contain all elements and information requested in this document. The Authority reserves the right to cancel this Request for Proposals at any time. The Authority will not be liable for any cost/losses incurred by the Contractors throughout this process.

#### **6.14 Non-discrimination**

UCDA does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

#### **6.15 Payment**

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. UCDA typically pays invoices on a net 30 basis.

#### **6.16 Insurance**

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractors, including any liability or damage which may arise by virtue of any statute or law in force with the State of Georgia, or which may be herein after enacted.
2. The Proposer agrees to maintain Comprehensive General Liability Insurance of not less than \$1,000,000.00 per occurrence to protect the Contractor, its subcontractors, and the interest of the Authority against any injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards where required.
3. The Contractor agrees to maintain Automobile Liability of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor further agrees to protect, defend, indemnify, and hold harmless UCDA, its commissioners, officers, agents, and employees from and against any liability incurred whatsoever as a result of the work performed pursuant to the terms of this proposal.
5. The Contractor shall notify UCDA in writing sixty (60) days prior to changing insurance or cancellation. The failure of the Contractor to deliver a new certificate shall result in the suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the Authority.
6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Furthermore, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other liability insurance provided under the Contract shall not contain supervision, inspection, or engineering services exclusion that would preclude the Authority from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment, subcontractors, and persons employed by the subcontractors.
8. The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.
9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the Authority may be considered. The Contractor shall be responsible for the costs of any alternate insurance coverage so obtained.

### **6.17 Project Coordination**

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the Authority. The Authority shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the Authority.

The Contractor hereby agrees to replace any personnel or subcontractor, at no cost or penalty to the Authority, if the Authority reasonably determines that the performance of any subcontractor or personnel is unsatisfactory.

### **6.18 Accuracy of Work**

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the Authority will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the Authority for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the Authority and its agents as provided in this Agreement.

### **6.19 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the Authority and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the Authority. Such original documents shall be turned over to the Authority upon completion of the contract except that Contractor shall have the right to retain copies of the same.

### **6.20 News Releases by Contractor**

As a matter of policy, the Authority does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the Authority. All proposed news releases shall be routed to UCDA Board for review and approval.

## **6.21 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The Authority and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Union County, Georgia.

The Authority reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

## **6.22 Drug Free Workplace**

By submission of a Proposal, the Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that sub Contractor the following written certification:
3. As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

## **6.23 Assignment of Contractual Rights**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the Authority.



## **6.24 Indemnity**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold UCDA harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

## **6.25 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the Authority's obligations under said contract(s).

## **6.26 Documents Deemed Part of Contract**

All Contract Documents issued by the Owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the proposer or Contractor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the Owner.