

Jekyll Island-State Park Authority Standard Contract Form

1. This Contract is entered into between the JIA and the Contractor named below:

The Jekyll Island-State Park Authority

(hereinafter called JIA)

Contractor's Name
Name

(hereinafter called Contractor)

2. Contract to Begin:
Date

Date of Completion:
Date

Renewals:
None

3. Performance Bond, if any:
None

Other Bonds, if any:
None

4. Authorized Person and Contact Information to Receive
Contract Legal Notices for JIA:
General Counsel
Jekyll Island-State Park Authority
100 James Road
Jekyll Island, GA 31527

Authorized Person and Contact Information to Receive Contract
Legal Notices for Contractor:
Name
Company
Street Address
City, State, Zip

5. Project Manager for JIA:

Road
Jekyll Island, GA 31527
TELEPHONE: _____
EMAIL: _____

Project Manager for Contractor:

Name
Street Address
City, State, Zip
TELEPHONE: _____
EMAIL: _____

6. The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the Contract:

Exhibit 1: **JIA Contract Terms and Conditions for Services**

Exhibit 2: **Scope of Work**

Exhibit 3: **Insurance Documentation**

Exhibit 4: **Federal and State Work Authorization and Immigration Laws Documentation**

Appendix A: Insurance Instructions and Requirements

Appendix B: Federal and State Work Authorization and Immigration Laws Instructions and Requirements

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7. Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Name

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Address
Address

8. Jekyll Island-State Park Authority

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

C. Jones Hooks, Executive Director

Address
100 James Road, Jekyll Island, GA 31527

Exhibit 1

STANDARD CONTRACT TERMS AND CONDITIONS FOR SERVICES

A. DEFINITIONS AND GENERAL INFORMATION

- 1. Definitions.** The following words shall be defined as set forth below:
 - (i) "Contractor"** means the provider(s) of the Services under the Contract.
 - (ii) "JIA"** means the Jekyll Island-State Park Authority.
 - (iii) "JIA Standard Contract" or "Contract"** means the agreement between the JIA and the Contractor as defined by the JIA Standard Contract Form and its incorporated documents.
 - (iv) "JIA Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the final pricing documentation for Services, and the Scope of Work. The JIA Standard Contract Form is defined separately and referred to separately throughout the JIA Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the JIA Standard Contract Form.
 - (v) "Premises"** shall mean that location on Jekyll Island, whether real property or improvement, described in the Scope of Work.
 - (vi) "Project"** shall mean the same as "Services."
 - (vii) "Purchase Instrument"** means the documentation issued by the JIA to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract.
 - (viii) "Scope of Work"** means a list of those Services agreed upon by the Contractor and the JIA for Contractor to perform.
 - (ix) "Services"** means the services and deliverables as provided in the Scope of Work and as further described by the Response and the Contract, attached to this Contract as **Exhibit 2**.
 - (x) "State"** means the State of Georgia and the JIA.
- 2. Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

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B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between the JIA and the Contractor shall begin and end on the dates specified in the JIA Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions.
2. **Schedule of Events.** [Reserved.]
3. **Contract Renewal.** [This Contract shall not renew.] OR [The JIA shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in the JIA Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the JIA, funding, and Contractor's performance. Upon the JIA's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the JIA and the Contractor.]
4. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the JIA may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the JIA a continuous supply of the Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Documents.** All Services shall be provided in accordance with the specifications contained in the Scope of Work and the terms of the Contract.
2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination to Jekyll Island, GA 31527 - street address to be provided by JIA Project Manager. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the JIA, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Contract is not exclusive. The JIA reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.

D. COMPENSATION

1. **Fees.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the Scope of Work. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges, and customs duties.
2. **Billings and Payment.** [The Contractor shall be paid in accordance with the Billing Schedule as set forth in the Choose an item.] or [The Contractor shall submit, on a regular basis, an invoice for the Services supplied to the JIA under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims.]

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STANDARD CONTRACT TERMS AND CONDITIONS FOR SERVICES

Unless otherwise agreed in writing by the JIA and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the JIA for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the JIA in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the JIA may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the JIA to incur costs, the JIA may deduct the amount of such incurred costs from any amounts payable to Contractor. The JIA's authority to deduct such incurred costs shall not in any way affect the JIA's authority to terminate the Contract or to recover Liquidated Damages.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the JIA any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the JIA may set off the sum owed against any sum owed by the JIA to the Contractor in the JIA's sole discretion.
5. The terms of this Contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

E. TERMINATION

1. **Immediate Termination.** The JIA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The JIA determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the JIA to declare the Contractor in default of its obligations under the Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the JIA's satisfaction, any material requirement of the Contract or is in

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violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

- (ii) The JIA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the JIA reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the JIA or the State to liability, as determined in the JIA's sole discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the JIA, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the JIA shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the JIA's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the JIA may:
- (i) Immediately terminate the Contract without additional written notice; and/or
 - (ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the JIA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the JIA up to and including the date of termination.
5. **Termination Due to Change in Law.** The JIA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The JIA's authorization to operate is withdrawn or there is a material alteration in the programs administered by the JIA; and/or

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- (ii)** The JIA's duties are substantially modified.
- 6. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the JIA, the JIA shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the JIA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the JIA under the Contract in the event of termination. The JIA shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- 7. The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the JIA, the Contractor shall:
 - (i)** Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the JIA may require;
 - (ii)** Immediately cease using and return to the JIA, any personal property or materials, whether tangible or intangible, provided by the JIA to the Contractor;
 - (iii)** Comply with the JIA's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - (iv)** Cooperate in good faith with the JIA and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
 - (v)** Immediately return to the JIA any payments made by the JIA for Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

- 1. Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the JIA to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the JIA. The private or confidential data shall remain the property of the JIA at all times. Some Services performed for the JIA may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- 2. No Dissemination of Confidential Data.**
 - (i)** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent

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of the JIA, either during the period of the Contract or thereafter.

- (ii) Any data supplied to or created by the Contractor shall be considered the property of the JIA. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the JIA.
 - (iii) In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the JIA and cooperate with the JIA in any lawful effort to protect the confidential information. The Contractor shall immediately report to the JIA any unauthorized disclosure of confidential information.
- 3. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.
- 4. If it is reasonably likely the Contractor will have access to the JIA's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

G. INDEMNIFICATION

- 1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the JIA and the State of Georgia and their officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent, or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;

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- (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the JIA and indemnify the JIA against any award of damages and costs made against the State or the JIA by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the JIA shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State or the JIA unless approved by the State.

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In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the JIA the right to continue using the Services;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the JIA if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the JIA as to the Services;
- (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the JIA or any affiliate or subsidiary of the JIA has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

H. INSURANCE

- 1. JIA is under no obligation to insure Contractor's possessions or property.
- 2. Contractor will insure and keep insured, from the date of actual possession, Contractor's personal property, improvements and trade fixtures on the Premises against loss or damage by fire and other casualties normally covered by standard fire and extended coverage policies for not less than one hundred percent (100%) of their actual cash value with responsible insurance companies licensed in the State of Georgia, such insurance to be made payable in case of loss to Contractor.
- 3. Contractor shall be required to procure and maintain for the duration of the contract insurance as provided in **Appendix A** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his subcontractors, agents, representatives, employees or subcontractors. Contractor must attach the required proof of insurance to **Exhibit 3**.

- I. **BONDS.** [Reserved.] or [The Contractor shall provide all required bonds in accordance with the terms of the JIA Standard Contract Form.]

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J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the JIA shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the JIA shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the JIA shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the JIA shall not relieve the Contractor of its warranty or any other obligation under the Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the JIA that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the JIA pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the JIA's use of same and the exercise by the JIA of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.
5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or

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interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the JIA.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the JIA will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the JIA is good and that transfer of title or license to the JIA is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the JIA. Except as otherwise expressly authorized by the JIA, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the JIA.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the JIA. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
11. **State Security.** JIA may, in its sole discretion, require that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the JIA. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the JIA. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the JIA. The Contractor shall provide immediate notice to JIA of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to JIA of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
12. **Use of JIA Vehicles.** Contractor warrants that no JIA vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

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K. PRODUCT RECALL. If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the JIA and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the JIA from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. MISCELLANEOUS

1. Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and JIA ordinances, policies, and standards in effect during the performance of the Contract, including but not limited to the JIA's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

2. Sexual Harassment Prevention. The State of Georgia Sexual Harassment Prevention Policy can be located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors, their employees, and their subcontractors who are regularly on State premises or who regularly interact with State personnel must review and agree to comply with the State of Georgia Sexual Harassment Prevention Policy and complete sexual harassment prevention training on an annual basis, which can be located at <https://www.youtube.com/embed/NjVtoDDnc2s?rel=0>, prior to accessing JIA premises and prior to interacting with JIA employees. Upon request by the JIA, Contractor will provide documentation substantiating the completion of sexual harassment training.

3. Drug-free Workplace. The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

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- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "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 subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (iv) Contractor has made false certification here in above; or
 - (v) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
4. **Compliance with Federal and State Work Authorization and Immigration Laws.** Contractor and all subcontracted consultants must comply with all federal and state work authorization and immigration laws and must certify compliance using the form(s) set forth in **Appendix B** and attach the appropriate and required documentation to **Exhibit 4**.
 5. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the JIA and the Contractor.
 6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the JIA and the Contractor.
 7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
 9. **Liquidated Damages.** It is mutually agreed by both parties that time is of the essence to this Contract that the failure of Contractor to complete the Services within the time specified herein will damage the JIA. Because it is difficult to ascertain and prove the amount of said damages, it is hereby agreed that the amount of such damages shall be the sum of \$250.00 per calendar day each day the Services remain uncompleted past the Date of Completion. Contractor agrees to pay to the JIA as Liquidated Damages, and not as a penalty, a total sum as shall be due for such delay, as computed above. Such amount shall be deducted from the Contract balance or the balance of the Liquidated Damages shall be paid by the Contractor to the JIA.
 10. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the JIA. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Exhibit 1

STANDARD CONTRACT TERMS AND CONDITIONS FOR SERVICES

- 11. Use of Third Parties.** Except as may be expressly agreed to in writing by the JIA, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract.
- (i)** No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the JIA. The JIA shall have the right to request the removal of a subcontractor from the Contract for good cause.
 - (ii)** The Contract shall cause appropriate provisions to be inserted into all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontractor as the JIA may exercise over the Contractor under any provision of the Contract.
 - (iii)** Nothing contained in this Contract shall create any contractual relation between any subcontractor and the JIA.
- 12. Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract. The JIA will not be bound by any terms and conditions included in any Contractor's packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition at variance with or in addition to the terms and conditions contained in any contract, including this Contract, or purchase order executed or issued by the JIA.
- 13. Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 14. Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership or joint venture or other association of any kind or agent and principal relationship between the parties; each party shall be deemed to be an independent contractor. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State or JIA for the purposes of this Contract. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.
- 15. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

Exhibit 1

STANDARD CONTRACT TERMS AND CONDITIONS FOR SERVICES

- 16. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the JIA and the Contractor for the Services provided in connection with the Contract.
- 17. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the JIA and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 18. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the JIA Standard Contract Form. Each such notice shall be deemed to have been provided:
- (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.
- From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 19. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 20. Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the JIA and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
- 21. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the JIA are responsive to the JIA's requirements and requests in all respects.
- 22. Authorization.** The persons signing this Contract represent and warrant to the other parties that:

Exhibit 1

STANDARD CONTRACT TERMS AND CONDITIONS FOR SERVICES

- (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 23. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 24. Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 25. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 26. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 27. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection JIA (EPA) List of Violating Facilities. Contractor will immediately notify the JIA of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 28. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the JIA if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

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STANDARD CONTRACT TERMS AND CONDITIONS FOR SERVICES

- 29. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
- 30. Taxes.** The JIA is exempt from some taxes, including State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.
- 31. Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a “retailer” as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the JIA or its representative filing for damages for breach of contract.
- 32. Delay or Impossibility of Performance.** Neither Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, or be required to perform any term, provision, agreement, condition or covenant in this Agreement so long as such performance is hindered, prevented, or delayed by ‘force majeure’, which shall mean acts of God, strikes, injunctions, war, lockouts or labor restrictions, pandemics or epidemics, or other actions imposed by any third party beyond the control of the parties, sub-contractors, independent contractors, or employees hereto. The impacted party shall give notice within 10 days of the Force Majeure Event to the other party, to the extent practicable, stating the period of time the occurrence is expected to continue. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If delay results from a subcontractor’s conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
- 33. Limitation of Contractor’s Liability to the JIA.** Except as otherwise provided in this Contract, Contractor’s liability to the JIA for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.
- No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to JIA equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such JIA equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.
- 34. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

Exhibit 1

STANDARD CONTRACT TERMS AND CONDITIONS FOR SERVICES

- 35. Counterparts.** The JIA and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 36. Further Assurances and Corrective Instruments.** The JIA and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.
- 37. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the JIA or another contractor. The Contractor shall provide full disclosure to the JIA and the third-party contractor about the equipment, software, or services required to perform the Services for the JIA. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the JIA or to another contractor.

Further, in the event that the JIA has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Exhibit 2

SCOPE OF WORK

Exhibit 3

INSURANCE DOCUMENTATION

REQUIRED DOCUMENTS ATTACHED ON THE FOLLOWING PAGES

Exhibit 4

**FEDERAL AND STATE WORK AUTHORIZATION AND IMMIGRATION LAWS
DOCUMENTATION**

REQUIRED DOCUMENTS ATTACHED ON THE FOLLOWING PAGES

Appendix B

- 1.** JIA is under no obligation to insure Contractor's possessions or property. Contractor will insure and keep insured, from the date of actual possession, Contractor's property on Authority property.
- 2.** Contractor is required to procure and maintain for the duration of the contract insurance as provided below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.
- 3.** To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities stated below is acceptable. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.
- 4.** All policies shall contain a provision or endorsement that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the state certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.
- 5.** All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.
- 6.** The policies shall be written without an insured versus insured exclusion or any exclusion that prevents coverage of a claim by one insured against another.
- 7.** To the full extent permitted by the Constitution and the laws of the State of Georgia, Contractor and its insurers must waive any right of subrogation against the Indemnities, the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insurance funds of the State of Georgia, and insurers participating thereunder, to the full extent of the indemnification.
- 8.** The insurer must agree that the Attorney General of Georgia represents and defends JIA, and his or her prerogative is not waived by any policy of insurance. Any settlement of litigation on behalf of JIA must be expressly approved by the Attorney General.
- 9. Certificate of Insurance.**
 - a. It is every Contractor's responsibility to provide the JIA current and up-to-date Certificates of Insurance for multiple year contracts before the beginning of the contract and before the end of each term. Failure to do so may be cause for termination of contract.
 - b. The name of the Insured on the COI must exactly match the name of the

Appendix B

Contractor under this Contract.

10. Additional Insured.

- a. Contractor shall ensure that the Jekyll Island-State Park Authority, its officers, employees, and agents are covered as additional insureds under the commercial general, automobile, and umbrella liability policies. The JIA may accept a blanket additional insured endorsement.
- b. JIA calls attention to Contractor that the policy shall not limit the additional insured to those in privity of contract with JIA, but shall also provide coverage for JIA's officers, employees, and agents.
- c. A Certificate of Insurance alone is insufficient evidence of compliance with this section. You must attach the endorsement that states your policy number on the endorsement

11. Commercial General Liability Policy.

- a. Contractor's CGL policy must be made on Per Occurrence and Per Project.
- b. The CGL Policy must contain a contractual liability stipulation.

12. If Professional Liability Coverage is written on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence must be provided for at least five (5) years after completion of the work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

13. Insurance Provisions, Minimum Limits

Workers Compensation (WC)	Statutory Limits
Bodily Injury by Accident – each employee	\$100,000
Bodily Injury by Disease – each employee	\$100,000
Bodily Injury by Disease – policy limit	\$500,000
Commercial General Liability (CGL)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Automobile Liability – Any Auto, Combined Single Limit	\$1,000,000
Professional Liability (Errors and Omissions)	
Each Occurrence Limit	\$1,000,000
Aggregate	\$2,000,000

Appendix B

- A. Contractor and all subcontracted consultants must comply with all federal and state work authorization and immigration laws and must certify compliance using the form(s) set forth in **Attachment B-1 (Contractor) and Attachment B-2 (Sub-Contractor)** attached hereto. The required certificate(s) must be filed with JIA and copy maintained by Proposer as of the beginning date of this contract and each subcontract, supplier contract, or consultant contract, and upon final payment to the subconsultant. State officials, including officials of the Georgia Department of Audits and Accounts, officials of the JIA, retain the right to inspect and audit the Project Site and employment records of the Contractor and subconsultants without notice during normal working hours until final completion of the services, and as otherwise specified by law and by Rules and Regulations of the Georgia Department of Audits and Accounts.
- B. **In lieu of the E-Verify Affidavit**, a contractor, subcontractor, or sub-subcontractor **who has no employees and does not hire or intend to hire employees** for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead use the form set forth in **Attachment B-3** and **provide a copy of the state issued driver's license or state issued identification card** of such contracting party **and a copy of the state issued driver's license or identification card of each independent contractor** utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

Appendix B

ATTACHMENT B-1 CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)

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

Jekyll Island-State Park Authority
Name of Public Employer

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

Executed on _____ (month, date), 20 ____ in _____ (city), _____ (state).

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: _____

Appendix B

ATTACHMENT- B-2 SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of the Jekyll Island-State Park Authority has registered with, is authorized to use and uses 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. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Jekyll Island-State Park Authority
Name of Public Employer

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

Executed on _____ (month, date), 20 ____ in _____ (city), _____ (state).

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: _____

Appendix B

ATTACHMENT B-3

CERTIFICATION OF NO EMPLOYEES UNDER O.C.G.A. § 13-10-91 (B)(5)

By signing this form, the undersigned contractor, sub-contractor, or sub-sub contractor verifies it has no employees and has no plans to hire employees for the purpose of executing the contract (named below) with the Jekyll Island-State Park Authority. The contractor agrees to provide the Jekyll Island Authority with a copy of a state issued driver's license or a state issued identification card as proof that he/she is authorized to perform the work related to this contract. Failure to submit this signed statement and/or provide the required license or identification card would prohibit the Jekyll Island Authority from acquiring any additional or future services with you or your company.

Name of Contractor _____

Name of Project _____

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

Executed on _____ (date) in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

(date)

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

**IF YOU ARE SUBMITTING ATTACHMENT B-3, YOU MUST
ATTACH A COPY OF YOUR AND
EACH OF YOUR INDEPENDENT CONTRACTOR'S
DRIVER'S LICENSE OR STATE IDENTIFICATION CARD.**