



**STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
OPEN AGENCY CONTRACT FOR COMMODITIES**

Contract Number: 48400-186-DOT0003013-001
Contract Title: Trailers and Accessories

eRFQ Number: 48400-DOT0003013

O.C.G.A. Title #: 50

SECTION I: GENERAL PROVISIONS, TERMS AND CONDITIONS

ARTICLE #101 - CONTRACT BETWEEN:

*(101) 02/23/2022

This (11/13/2024)y Contract (hereinafter referred to as "Contract") is made and entered into as of _____ (hereinafter referred to as "Effective Date") by and between the **Georgia Department of Transportation**, an agency of the State of Georgia, (hereinafter referred to as the "Department" or "GDOT") located at One Georgia Center, 600 West Peachtree Street, Northwest, Atlanta, Georgia 30308.

**AND
JME SALES INC
1549 ETHRIDGE MILL ROAD
GRIFFIN, GA 30224**

an entity that is qualified to do business in the State of Georgia (hereinafter referred to as the "Supplier"). The Department and the Supplier are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

Nothing contained in this Contract shall be construed to convert the Supplier or any of its employees, agents, sub-Suppliers, or sub-Suppliers into a partner, employee, or agent of the Department, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Supplier represents that it complies with the State of Georgia requirements for corporations, if applicable, and has signified a willingness to furnish Trailers and Accessories to the Department and the Department has relied on such representation; and

WHEREAS the Parties hereto desire to enter into a Contract which sets forth the nature of the commodities the Supplier is qualified to provide, and the terms and conditions associated therewith; and

WHEREAS the to be provided pursuant to this Contract was solicited under **Solicitation 48400-DOT0003103, Trailers and Accessories** (hereinafter referred to as the "Solicitation").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE #102 - CONTACT INFORMATION; NOTICE REQUIREMENTS:

*(102) 01/24/2022

- A. The contact telephone numbers office and mobile, contact persons, and mailing addresses listed below for the Department's and the Supplier's representatives may be changed during the term of this Contract by written notification to the other Party. Notices issued pursuant to this Contract shall be in writing and shall be delivered as specified in Section B of this **ARTICLE #102** and addressed to the receiving party.

Contract #: 48400-186-DOT0003013-001

Contract Name: Trailers and Accessories

1. The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this Contract, except as otherwise indicated, are:

Department's Project Manager

Department of Transportation
Office of Equipment Management
Attn: Michael Jett
600 W. Peachtree Street
Atlanta, Georgia 30308
Phone: 770-484-3209
E-mail: mjett@dot.ga.gov

Department's Issuing Officer

Department of Transportation
Office of Operational Purchasing
Attn: Lois J Nortey
600 W. Peachtree Street
Atlanta, Georgia 30308
Phone: 404-631-1556
E-mail: lnortey@dot.ga.gov

2. Listed below are the Supplier's contact information for correspondence. Additionally, the Supplier's Remit-To address and legal entity name and FEIN # as shown on **Attachment 1: Supplier's W-9 and Georgia Secretary of State Certification**, for this Contract are:

Supplier's Contract Administrator

Company Name: JME Sales, Inc.
Attn: Contact Name: Janie Evans
Address: 1549 Ethridge Mill Road
City State Zip: Griffin, GA 30224
Phone: 404-308-6103
E-mail: janie.evans111@yahoo.com

Supplier's Remit-To Address

Company's Legal Name: JME Sales, Inc.
Company's FEIN #: 45-4346712
Address: 1549 Ethridge Mill Road
City State Zip: Griffin, GA 30224
Phone: 404-308-6103
E-mail: janie.evans111@yahoo.com

- B. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be in writing and delivered by personal delivery; first class certified or registered mail, return receipt requested; U.S. Express mail; courier or an express overnight service (such as Federal Express); or, email, addressed to the designated representative for the party at the address identified in **ARTICLE #102**.
 - A.
- C. Each such notice shall be deemed to have been provided:
 1. At the time it is actually received for personal delivery or email; or,
 2. Within one (1) day in the case of express overnight, courier, or services such as Federal Express or U.S. Express mail with guaranteed next day delivery; or,
 3. Within five (5) days after it is deposited in the U.S. Mail in the case of certified, registered, or first-class U.S. Mail.
- D. It shall be the responsibility of Supplier to inform the Department's Contracts Administrator of any change in address in writing no later than five (5) Business Days after the change.

ARTICLE #103 - DESCRIPTION OF COMMODITIES:

*(103) 01/24/2022

- A. The Supplier shall provide commodities required that comply with the specifications contained in the Contract, **EXHIBIT A: Department's General Specifications** and those commodities as may be additionally described in **Attachment 2: Bid Event Details**, at the prices set forth in **EXHIBIT C: Supplier's Cost Worksheet**.
- B. **Non-Exclusive Rights.** The Contract is not exclusive. The Department reserves the right to select other Suppliers to provide the commodities similar to those described in this Contract, during the term of the Contract.
- C. **No Minimums Guaranteed for Open Agency Contracts.** Except as expressly stated in the Solicitation, the

Contract does not guarantee any minimum or maximum levels of purchases.

D. Product Shipment, Delivery and Recall of Commodities

1. **Delivery.** Any commodities provided under this Contract shall be shipped F.O.B. destination, freight pre-paid and added to invoice, unless otherwise specified on **EXHIBIT C: Supplier's Cost Worksheet.** Destination shall be the location(s) specified in the Contract or provided for in the purchase instrument. The Supplier shall assume risk for all commodities until they have been delivered and accepted by the Department. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Supplier to remedy at no cost to the Department, regardless of when the hidden damage is discovered. The Department reserves the right to pick up commodities directly from the Supplier's location instead of shipping.
2. **Restrictions.** The Supplier shall not ship any commodities not identified in this Contract, nor as a part of any order made pursuant to this Contract, except as accepted previously in writing by the Department. Such items may be newer released models of the items ordered that are of the same fit, form and function.
3. **Product Recall.** In the event that any commodities are found by the Supplier, the Department, any governmental agency, or any court having jurisdiction thereof to contain a defect, serious quality or performance deficiency, or to not be in compliance with any standard or requirement so as to require or make advisable that such commodities be reworked or recalled, the Supplier will promptly communicate all relevant facts to the Department 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 Department from taking such action as may be required of it under any such law or regulation. The Supplier shall also perform all necessary repairs or modifications at its sole expense except to any extent that the Supplier and the Department shall agree to the performance of such repairs by the Department upon mutually acceptable terms.

ARTICLE #104 - DURATION OF CONTRACT:

(104) 06/01/2021

- A. **Initial Contract Term.** This Contract is effective as of the date written in *ARTICLE #101 - CONTRACT BETWEEN* and shall terminate **Five (5) Years** from the date written therein, unless renewed pursuant to *ARTICLE #104.B, Contract Extension*, or terminated earlier under *ARTICLE #107 – TERMINATION PROVISIONS* of this Contract. This Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
- B. **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 identified commodities, the Department may, with the written consent of Supplier, extend this Contract for such period as may be necessary to afford the Department a continuous supply of the identified commodities.

ARTICLE #105 - CONTRACT AMENDMENT, MODIFICATION, OR ALTERATION:

(105) 06/01/2021

- A. **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 Department and the Supplier.
- B. **Modification.** If during the period of this Contract the Department is impacted with new requirements due to changes in state or federal laws or regulations or organizational changes, the Department reserves the right to renegotiate with the Supplier if such changes affect the provision of commodities under the Contract. The circumstances and specific contract changes will be stated in writing by the Department's Contract Administrator to the Supplier's Contract Administrator designated in *ARTICLE #102.A*. In the event such changes result in a withdrawal of the Department's authorization to operate, or there is a material alteration

in the programs administered by the Department, or any other substantial modification in the Department's duties, the Department shall have the right to terminate this Contract pursuant to *ARTICLE #107 - TERMINATION PROVISIONS*.

- C. **Amendments and Modifications.** If the Supplier desires an amendment or modification to any provision, condition, or obligation contained in this Contract, the Supplier shall deliver a timely and written request to the Department Contract Administrator designated in *ARTICLE #102.A* to include a detailed explanation of the proposed change, justification and potential cost implications associated with the proposed change.
- D. **Restrictions.** No amendment or modification of this Contract will be binding on the Parties unless made in writing and properly executed by both Parties.
- E. Any agreement of the Parties 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 as set out herein.

ARTICLE # 106 - CONTRACT PERFORMANCE:

(106) 08/05/2021

- A. **Delay or Impossibility of Performance.** Except for contracts specific to Emergency Response or the provision of commodities which facilitate Department and or Supplier's response to emergency events, neither party shall be responsible for or deemed to be in default under the Contract for any failure or delay in performance to the extent such failure or delay is caused by or results from acts beyond the control of such Party, including but not limited to an act of God, war, civil disturbance, civil or military authority, war, court order, acts of public enemy, or other disasters, collectively referred to as "Force Majeure Events". In each such case, the failure or delay must be beyond the control and without the fault or negligence of the Supplier. If the commodities to be provided to the Department are interrupted by a Force Majeure Event, the Department will be entitled to an equitable adjustment to the fees and other payments due to the Supplier under this Contract. If delay results from a sub-Supplier's conduct, negligence or failure to perform, the Supplier shall not be excused from compliance with the terms and obligations of the Contract.
- B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Supplier 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.
- C. **Further Assurances and Corrective Instruments.** The Parties 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.
- D. **Transition Cooperation with the Department and Cooperation with other Suppliers.** Supplier agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the Department to ensure an orderly and efficient transition to the Department or an alternative supplier. Supplier shall transfer licenses or assign agreements for any software or third-party services used in the operation of the commodities to the Department or to an alternative supplier.

Further, in the event that the Department has entered into or enters into contracts with other suppliers related to the commodities, materials, equipment, devices or components thereof supplied under the Contract, Supplier agrees to cooperate fully with such other Suppliers. Supplier shall not commit any act that will interfere with the performance of work by any other supplier.

ARTICLE # 107 - TERMINATION PROVISIONS:

(107) 08/05/2021

- A. **Termination for Convenience.** Following thirty (30) days' written notice, the Department may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Supplier.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Department to declare the Supplier in default of its obligations under the Contract:

1. The Supplier fails to deliver or has delivered nonconforming commodities or fails to perform, to the Department's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Supplier.
2. The Department determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur.
3. The Supplier fails to make substantial and timely progress toward performance of the Contract.
4. The Supplier fails to pay sub-Supplier(s), in accordance with *ARTICLE #123. E.*, for work performed under this Contract.
5. The Supplier 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 Supplier terminates or suspends its business; or the Department reasonably believes that the Supplier has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
6. The Supplier has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract.
7. The Supplier has engaged in conduct that has or may expose the Department or the State to liability, as determined in the Department's sole discretion; or
8. The Supplier has infringed any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property rights of the Department, the State, or third-party.

C. **Notice of Default.** If Supplier causes one or more of the default events set out in *ARTICLE #107.B* of the Contract, the Department shall issue a written Notice of Default to the Supplier requesting that the breach or noncompliance be remedied within the period of time specified in the Department's Notice of Default to the Supplier. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Department may:

1. Immediately terminate the Contract for default without additional written notice; and/or
2. Procure substitute commodities from another source and charge the difference between the Contract and the substitute Contract to the defaulting Supplier; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the Department determines that adequate funds are de-appropriated such that the Department cannot fulfill its obligations under the Contract, such determination being at the Department's sole discretion and conclusive.

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

1. In the event the Supplier is required to be certified or licensed as a condition precedent to providing the commodities, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The Department determines that the actions, or failure to act, of the Supplier, its agents, employees or sub-Suppliers have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Supplier furnished any statement, representation or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. This Contract may also be terminated immediately by the Department for non-performance of terms and conditions of Contract.

- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the Department, the Department shall pay only those amounts, if any, due and owing to the Supplier for commodities actually received and accepted by the Department up to and including the date of termination of the Contract and for which the Department is obligated to pay pursuant to the Contract. Payment will be made only upon submission of invoices and proper proof of the Supplier's claim no later than sixty (60) days from the effective date of the termination. Upon failure of Supplier to submit its termination claim within the time allowed, the Contract Project Manager for the Department may determine the amount, if any, due to Supplier by reason of the termination on the basis of the information available, and cause to be paid to the Supplier the determined amount. This provision in no way limits the remedies available to the Department under the Contract in the event of termination. The Department shall not be liable for any costs incurred by the Supplier in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- G. **The Supplier's Termination Duties.** Upon receipt of notice of termination or upon request of the Department, the Supplier shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Department may require.
 2. Immediately cease using and return to the Department, any personal property or materials, whether tangible or intangible, provided by the Department to the Supplier.
 3. Comply with the Department's instructions for the timely transfer of any active files and work product produced by the Supplier under the Contract.
 4. Cooperate in good faith with the Department, its employees, agents and Suppliers during the transition period between the notification of termination and the substitution of any replacement Supplier; and
 5. Immediately return to the Department any payments made by the Department for commodities that were not delivered by the Supplier.

ARTICLE # 108 – CONFIDENTIAL INFORMATION:

(108) 06/01/2021

- A. **Confidentiality.** For the Department, confidential information shall be defined as information the subject of which is exempt from disclosure under Georgia's Open Records Act, O.C.G.A. § 50-18-70, *et. seq.* Confidential information shall not include information that can be demonstrated was: (i) at the time of disclosure to the Department in the public domain; (ii) after disclosure to the Department published or otherwise made a part of the public domain through no fault of the Department (iii) in the possession of the Department at the time of disclosure to it, if the Department was not then under an obligation of confidentiality with respect thereto; (iv) received from a third party who had a lawful right to disclose such information to the Department; or (v) independently developed by the Department without reference to the Contract and Supplier's confidential information.
- B. **Access to Confidential Data.** The Supplier's employees, agents and sub-Suppliers may have access to confidential data or personally identifiable information maintained by the Department to the extent necessary to carry out the Supplier's responsibilities under the Contract. The Supplier shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the Department. If it is reasonably likely the Supplier will have access to the Department's confidential information, then:
1. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.
 2. The Supplier must designate one individual who shall remain the responsible authority in charge of all

data collected, used, or disseminated by the Supplier in connection with the performance of the Contract:
and

3. The Supplier shall provide adequate supervision and training to its agents, employees and sub-Suppliers to ensure compliance with the terms of the Contract.
- C. The private or confidential data shall remain the property of the Department at all times. The Supplier may have access to private or confidential Department data and in such instance, Supplier may be required by the Department to sign a nondisclosure agreement. Supplier understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- D. **No Dissemination of Confidential Data.** 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 of the Department, either during the period of the Contract or thereafter. Any data supplied to or created by the Supplier shall be considered the property of the Department. The Supplier 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 Department.
- E. **Subpoena.** In the event that a subpoena or other legal process is served upon the Supplier for records containing confidential information, the Supplier shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.
- F. **Reporting of Unauthorized Disclosure.** The Supplier shall immediately report to the Department any unauthorized disclosure of confidential information.
- G. **Survives Termination.** The Supplier's confidentiality obligation under the Contract shall survive termination of the Contract.

ARTICLE #109 - NOT A JOINT VENTURE:

(110) 08/05/2021

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the Parties thereto. Each Party shall be deemed to be an independent Supplier contracting for commodities and acting toward the mutual benefits expected to be derived here from to. Neither Supplier nor any of Supplier's agents, servants, employees, or sub-Suppliers shall become or be deemed to become agents, servants, or employees of the Department. Supplier shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any sub-Suppliers, 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.

ARTICLE #110 - JOINT AND SEVERABILITY LIABILITY:

(111) 06/01/2021

If the Supplier 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.

ARTICLE #111 - ASSIGNMENT AND DELEGATION BY SUPPLIER:

(112) 06/01/2021

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

ARTICLE #112 - USE OF THIRD PARTIES:

(113) 06/01/2021

Except as may be expressly agreed to in writing by the Department, Supplier shall not subcontract, assign, delegate or otherwise permit anyone other than Supplier or Supplier's personnel to perform any of Supplier's obligations under this Contract or any of the work subsequently assigned under this Contract. For the purpose of construing this clause, a transfer of a controlling interest in the Supplier shall be considered an assignment. No

subcontract that Supplier enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Supplier of any responsibility, obligation or liability under this Contract and for the acts and omissions of all alternative suppliers, agents, and employees. All restrictions, obligations and responsibilities of the Supplier under the Contract shall also apply to the sub-Suppliers. Any Contract with a sub-Supplier must also preserve the rights of the Department.

ARTICLE #113 - DEPARTMENT AUTHORITY ON ASSIGNABILITY:

(114) 06/01/2021

The Supplier understands and agrees that the Department may allow other governmental entities, to purchase commodities from this Contract (commonly known as "piggybacking"). Piggyback requests are approved by the Department's Office of Procurement -Operational Purchasing Contract Section. The Supplier understands that the Department is not liable to pay invoices of any other governmental entities must guarantee payment themselves to Supplier. The Department shall be held harmless in such matters. Only those commodities listed herein are eligible for purchase designated as a piggy-back items at the same prices, terms and conditions.

ARTICLE #114 - INTEGRATION:

(115) 06/01/2021

The Contract represents the entire Contract between the Parties. The Parties shall not rely on any representation that may have been made which is not included in the Contract.

ARTICLE #115 – SUPERSEDES FORMER CONTRACTS, AGREEMENTS, RENEWALS AND EXTENSIONS:

(116) 06/01/2021

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the Department and the Supplier for the commodities provided in connection with the Contract.

ARTICLE #116 - CUMULATIVE RIGHTS:

(117) 06/01/2021

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.

ARTICLE #117 - PROHIBITION OF CERTAIN CONTRACT PROVISIONS:

(118) 06/01/2021

The Supplier acknowledges that the Department is prohibited from entering into any contract that contains terms expressly prohibited under O.C.G.A. § 50-5-64.1, or that grants any donation or gratuity or forgives any debt or obligation owing to the public in violation of the Constitution of the State of Georgia, as amended (Ga. Const. Art. III, Sec. VI, Para. VI; and, Ga. Const., Art. VII, Sec. IV, Par. VIII).

ARTICLE #118 - SEVERABILITY:

(119) 06/01/2021

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 Parties 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.

ARTICLE # 119 - RECORDS:

(120) 07/01/2021

- A. **Public Records Request.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq., require procurement records and all other records received by or prepared or maintained on behalf of the Department, including, but not limited to; electronic documents,

papers, letters, emails, maps, books, tapes, photographs, policies, procedures, notes, computer based or generated information, or similar material, be made open to public inspection, unless otherwise provided by law. If Supplier wishes to keep records containing trade secrets confidential, it must clearly identify those records and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated.

- B. **Record Retention and Access.** The Supplier 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 Supplier shall permit the Auditor of the State of Georgia or any authorized representative of the Department, 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 Supplier 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 Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, the Department reserves the right to charge the Supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

ARTICLE # 120 - ADDITIONAL TERMS:

(121) 06/01/2021

- A. The Department shall not be bound by any terms and conditions included in any Supplier packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.
- B. **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.
- C. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Supplier shall ensure that all personnel providing commodities to the Department are responsive to the Department's requirements and requests in all respects.
- D. **GDOT Information Technology (IT) CIO** or designee must be notified upon discovery of any data or security breach. GDOT IT CIO informs State CIO's support desk and DOAS Risk Management of the breach and takes necessary steps with GDOT appointing authorities to manage the compromise. Supplier shall cooperate in good faith with the State of Georgia to resolve any breach.
- E. Supplier shall agree to cooperate with any additional independent validation and verification services for auditing or oversight of this contract as required by the State of Georgia or GDOT for the duration of this contract.

ARTICLE # 121 - WAIVER:

(122) 07/16/2021

Except as specifically provided for in a written waiver signed by the duly authorized representatives of the Department and the Supplier, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision contained in this Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

ARTICLE # 122 - SUPPLIER AND DEPARTMENT RIGHTS AND OBLIGATIONS:

(123) 08/05/2021

- A. The Department has the right at any time to require the Supplier to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the Department to be hazardous (or toxic) to persons, buildings, or surfaces. The Supplier will utilize acceptable substitutes as quickly as possible.
- B. The Department has the right to require the Supplier to reassign or remove any employee or sub-suppliers' employee from the premises temporarily or permanently when, in the Department's sole opinion, the employee is not suitable. The Department's decision on this matter shall be final, and Supplier will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the Department's prior approval.
- C. Supplier hereby expressly agrees to be responsible for the proper custody, care and control of and assume all risk of loss or damage to any Department equipment or other State-owned property furnished for the Supplier's use in the performance of this Contract. Supplier further agrees that Department equipment transported by Supplier personnel in a vehicle belonging to Supplier (including any vehicle rented or leased by Supplier or Supplier's personnel) shall be deemed to be in the sole care, custody, and control of Supplier's personnel while being transported. Supplier also agrees that it will reimburse the Department for its loss or damage, normal wear and tear excepted, which such property is in the Supplier's custody or use.
- D. Supplier agrees to obtain prior written approval from the Department for the use of sub-Suppliers to provide the commodities described in *ARTICLE #103 - DESCRIPTION OF COMMODITIES* prior to sub-Supplier's performance of work. The Supplier will ensure that the sub-Supplier both understands and abides by all applicable provisions of the Contract and is able and qualified to perform the activities to be delegated regarding any work to be performed under this Contract. Upon approval from the Department to use a sub-Supplier, the Supplier specifically agrees to be fully responsible for the performance of any sub-Supplier or other designee, for any and all provisions of this Contract. Supplier further agrees to obtain a sworn Georgia Security and Immigration Compliance Act Affidavit from all approved sub-Suppliers providing commodities under this Contract in accordance with *ARTICLE #304 - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT*. No subcontract, into which Supplier enters with respect to performance of obligations or work assigned under the Contract, shall in any way relieve Supplier of any responsibility, obligation, or liability under this Contract and for the acts and omissions of all its sub-Suppliers and their employees and/or agents. All restrictions, obligations and responsibilities of the Supplier under the Contract shall also apply to its sub-Suppliers. Any contract with a sub-Supplier must also preserve the rights of the Department in full. The Department shall have the right to reject or request the removal of any sub-Supplier(s) from the Contract that, in the Department's judgment, lacks the skill, experience, or record of satisfactory performance to perform the work specified herein.
- E. Supplier shall pay the sub-Supplier(s) for satisfactory performance of work under the Contract, no later than 10 calendar days from receipt of each payment made to the Supplier, in accordance with the "Georgia Prompt Pay Act", Sections 13-11-1 through 13-11-11 of the Official Code of Georgia Annotated ("O.C.G.A."). If the Supplier is found to be in noncompliance with this provision, it shall constitute a breach of the Contract, and further payments for any work performed may be withheld until corrective action is taken. Failure to take corrective action may result in termination of the Contract in accordance with *ARTICLE #107 - TERMINATION PROVISIONS*.
- F. **Indemnification.** Supplier hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, the State of Georgia (including the State Tort Claims Trust Fund and other self-insured funds) and all of its State entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorney's fees, caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission (whether intentional or negligent) on the part of the Supplier, its agents, employees or re working at the direction of the Supplier or on its behalf, or due to any breach of this Contract by the Supplier, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the Supplier. This

indemnification applies whether: (a) the activities involve third-parties or employees or agents of the Supplier or of the Department; (b) the State is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the State of Georgia and its officers or employees. This indemnification extends to the successors and assigns of the Supplier, and this indemnification survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Supplier. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund (the "Fund") established and maintained by the State of Georgia Department of Administrative Services (DOAS), the Supplier agrees to reimburse the Fund for such monies paid out by the Fund. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, the Supplier and its insurers waive any right of subrogation against the State of Georgia, its officers, employees and agents, the Fund and insurers participating thereunder, to the full extent of this indemnification.

ARTICLE # 123 - INSURANCE:

*(124) 01/20/2021

- A. **Insurance Requirements.** The Supplier must procure and maintain insurance policies at the Supplier's own expense and must furnish the Department with an insurance certificate providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Department as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "State of Georgia, The Georgia Department of Transportation, its officers, employees and agents, 600 W Peachtree St NW, Atlanta, Georgia 30308". The policy must protect the Supplier and the Department (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Supplier must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Supplier pursuant to this Contract:

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.). In addition, the Supplier must require all sub-Suppliers occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
 - a. Bodily injury by accident - per employee \$ 100,000
 - b. Bodily injury by disease - per employee \$ 100,000
 - c. Bodily injury by disease – policy limit \$ 500,000
2. Commercial General Liability Policy with at least the following minimum coverage:
 - a. Each Occurrence Limit \$1,000,000
 - b. Personal & Advertising Injury Limit \$1,000,000
 - c. General Aggregate Limit \$3,000,000
 - d. Commodities/Completed Ops. Aggregate Limit \$2,000,000
3. Automobile Liability with at least the minimum coverage: \$1,000,000
Combined Single Limit to cover vehicles, owned, leased or rented by the Supplier.

It shall be the responsibility of the Supplier to require all its sub-Suppliers to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. The Department shall be named as an additional insured and a copy of the policy endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must reference the Contract number assigned by the Department and document that the liability coverage purchased by the Supplier includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:
1. Name, address, signature and telephone number of authorized agents.
 2. Name and address of insured.
 3. Name of Insurance Company.
 4. Description of coverage in standard terminology.
 5. Policy number, policy period and limits of liability.
 6. Name and address of the Department as certificate holder.
 7. Details of any special policy exclusions.
- C. **Excess liability coverage.** To achieve the appropriate coverage levels set forth in *ARTICLE 124.A., Insurance Requirements*, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.
- D. The Supplier understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the Department, or until such time as other valid and effective insurance coverage acceptable in every respect to the Department and providing protection equal to protection called for in the policies referenced in this *ARTICLE #124* shall have been received, accepted, and acknowledged by the Department. Certificates of insurance showing such coverage to be in force shall be filed with the Department prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the Department, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
- E. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor State (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the Supplier agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE # 124 - WARRANTIES:

*(125) 02/23/2022

- A. **Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Supplier and/or sub-Suppliers in all provisions of **ATTACHMENT 2: Bid Event Details**, whether or not the Contract specifically denominates the Supplier's and/or sub-Suppliers' promise as a warranty or whether the warranty is created only by the Supplier's affirmation or promise, or is created by a description of the commodities to be provided, or by provision of samples to the Department 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 commodities provided by the Supplier. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
- B. **Warranty – Nonconforming Commodities.** Any commodities delivered by Supplier to the Department shall be free from any defects in design, material, or workmanship. If any commodities offered by the Supplier are found to be defective in material or workmanship, or do not conform to Supplier's warranty, the Department shall have the option of returning, repairing, or replacing the defective commodities at Supplier's expense. Payment for any commodities shall not constitute acceptance. Acceptance by the Department shall not relieve the Supplier of its warranty or any other obligation under the Contract.
- C. **Compliance with Federal Safety Acts.** Supplier warrants and guarantees to the Department that the commodities provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act of 1914 (15 U.S.C. ch. 2 §§ 45 and 52); the Fair Packaging and Labeling Act (15 U.S.C. ch. 39 §§ 1451 et seq.); the Federal Food, Drug, and Cosmetic Act (21 U.S.C. ch. 9 §§ 301 et seq.); the Consumer Product Safety Act (15 U.S.C. ch. 47 §§ 2051 et seq.); the Federal Environmental Pesticide Control Act of 1972 (7 U.S.C. ch. 6 §§ 136 et seq.); the Federal Hazardous Substances Act (15 U.S.C. ch. 30 §§ 1261 et seq.); the Fair Labor Standards Act of 1938 (29 U.S.C. ch. 8 §§ 201 et seq.); the Wool Product Labeling Act of 1939 (15 U.S.C. ch. 2 §§ 68 et seq.); the Flammable Fabrics Act (15 U.S.C. ch. 25 §§ 1191 et seq.); the Occupational Safety and Health Act of 1970 (29 U.S.C. ch. 15 §§ 651 et seq.); the Office of Management and Budget A-110 Appendix A; and, the Anti-Kickback Enforcement Act of 1986 (41 U.S.C. ch. 87 §§ 8701 et seq.).
- D. **Originality and Title to Concepts, Materials, and Commodities Produced.** Supplier represents and warrants that all the concepts, materials, commodities produced or provided to the Department pursuant to the terms of the Contract shall be wholly original with the Supplier (except for material in the public domain), or that the Supplier has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Supplier represents and warrants that the concepts, materials, commodities and the Department's use of same and the exercise by the Department of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Supplier 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, dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Supplier represents and warrants that it is the owner of or otherwise has the right to use and distribute the commodities contemplated by the Contract.
- E. **Title to Property.** The Supplier represents and warrants that:
1. Title to any property utilized or provided pursuant to the Contract is good and valid and free of all encumbrances and liens of any kind. Title to any supplies, materials, or equipment shall remain in the Supplier until fully paid for by the Department. Except as otherwise expressly authorized by the Department, all materials produced by Supplier personnel in performance of this Contract, including but not limited to reports, analyses, charts, graphs, diagrams, video tapes, compilations of data and other project documentation shall be deemed to be work made for hire and shall be the property of the Department.

2. Title to any software assigned, conveyed, or licensed to the Department is good and that transfer of title or license to the Department is rightful and that all software shall be delivered free of any security interest or encumbrance.
- F. **Conformity with Contractual Requirements.** The Supplier represents and warrants that any commodities provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
- G. **Obligations Owed to Third Parties.** The Supplier represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Supplier pursuant to the Contract are or will be fully satisfied by the Supplier so that the State and the Department will not have any obligations with respect thereto.
- H. **Industry Standards.** The Supplier represents and expressly warrants that all aspects of the commodities provided or used by it shall at a minimum conform to the standards in the Supplier's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
- I. **Supplier's Personnel and Staffing.** Supplier warrants that all persons assigned to perform work under this Contract are either lawful employees of Supplier or lawful employees of a sub-Supplier authorized by the Department. All persons assigned to perform work under this Contract shall have the requisite skill, experience and qualifications to perform such work. Personnel assigned by Supplier shall have all professional licenses required to perform the work.
- J. **Criminal Background Investigation.** At Supplier's cost and not reimbursable by the Department, Supplier shall, upon request, provide the Department with evidence of completion of a criminal background investigation of any and all Supplier, or sub-Supplier personnel utilized to perform any aspect of the Services under this Supplier represents and warrants that Supplier 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 Department. The Supplier's employees, agents and sub-Suppliers may be granted access to Department computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Supplier's responsibilities under the Contract. Such access may be terminated at the sole discretion of the Department. The Supplier shall provide immediate notice to Department of any employees, agents and/or sub-Suppliers suspected of abusing or misusing such access privilege. The Supplier represents and warrants that Supplier shall provide notice to Department of the changed status of any employee, agent or sub-Supplier granted access to Department 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.
- K. **Exclusions and Debarment.** Supplier certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
- L. **Authority to Enter into Contract.** The Supplier represents and warrants that it has full authority to enter into and perform its obligations under and the Contract constitutes a legal, valid, binding obligation upon itself in accordance with its terms. Supplier further represents and warrants that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the Department. The Supplier represents and warrants that it has full authority to enter into and perform its obligations under the Contract and the Contract constitutes a legal, valid, binding obligation upon itself in accordance with its terms.
- M. **Solicitation.** The Supplier 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.

- N. **Vehicles.** Supplier warrants that no Department vehicles will be used in the performance of this Contract. Supplier shall be responsible for providing all transportation necessary to deliver commodities under the Contract.

ARTICLE # 125 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

(126) 09/15/2021

- A. **Use of Department's Name or Intellectual Property.** Supplier agrees it will not use the name or any intellectual property, including but not limited to, Department trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Department.

SECTION II COMPENSATION AND PAYMENT**ARTICLE # 201 - COMPENSATION:**

*(201) 02/23/2022

- A. The Department will pay the Supplier for the commodities sold provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in **EXHIBIT C: Supplier's Cost Worksheet** which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made to the Supplier after acceptance of the Supplier's delivered commodities by the Department, and after receipt of undisputed invoice to the Department.
- B. The unit prices quoted and listed in **EXHIBIT C: Supplier's Cost Worksheet**, shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for commodities added or removed under this Contract to align cost with the remaining term of Contract.
- D. **Contract Year Pricing**
1. The Department will pay the Supplier pursuant to the terms of the Contract and in accordance with the Supplier's bid prices on the **EXHIBIT C: Supplier's Cost Worksheet**. Unless clearly stated otherwise herein, all prices set forth in **EXHIBIT C: Supplier's Cost Worksheet** are firm and fixed and are not subject to variation. Any print or digital catalog pricing included in this Contract shall be based on the Supplier's current, dated, nationally published catalog or price sheet list. Prices are to include, freight, insurance, fuel surcharges and customs duties unless otherwise described on the Cost Worksheet.

ARTICLE # 202 - DEPARTMENT PAYMENT TO SUPPLIER:

*(202) 09/15/2021

- A. The Department will issue a Purchase Order (PO) that will serve as the Supplier's Notice to Proceed (NTP) (hereinafter referred to as "PO/NTP"). **The terms of this Contract shall be incorporated by reference into any and all PO/NTPs issued prior to the expiration or termination of this Contract.** The PO/NTP will be issued by electronic mail (e-mail) to the Supplier's representative in **ARTICLE #102.A**. A PO/NTP is considered "issued" when the e-mail containing the PO/NTP is sent by the Department to the Supplier.

The Supplier shall not ship nor deliver any commodities, materials, equipment, devices or components thereof until authorized in writing by the Department through issuance of a PO/NTP, which shall provide a commencement date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO/NTP will not be considered for payment. Suppliers are not to begin work or ship any product on any verbal communication from within the Department. The Department will not be liable for payment for any work or product with the issuance of a verbal communication.

Department Specifications shall remain in effect from the Notice to Proceed. The Parties agree that the

Department will not pay or otherwise compensate the Supplier for any commodities, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #105 -- CONTRACT AMENDMENT, MODIFICATION, OR ALTERATION*), a time extension letter, or as otherwise authorized by the Department.

B. Invoice/Payment.

1. Supplier shall invoice the Department only after the Services provided have been inspected and accepted by the Department. Receipt of the Services does not constitute acceptance. Invoices are to be dated no earlier than the date of acceptance. Invoice amounts shall not exceed the Supplier's pricing set forth in *ARTICLE #201.E, Contract Year Pricing*, and quoted in the **EXHIBIT C: Supplier's Cost Worksheet**, unless a Contract amendment reflecting a change in pricing has been fully executed prior to the date the invoice is issued by Supplier.
2. Each invoice shall include the Supplier's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) from the date the invoice is accepted, following delivery of the Services.
3. Unless otherwise agreed in writing by the Parties, the Supplier shall not be entitled to receive any other payment or compensation from the Department for any Services provided by or on behalf of the Supplier under the Contract. The Supplier shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the Department determines that the quality of the commodities provided are deficient, unacceptable or unsatisfactory, the Department's Contract Administrator identified in *ARTICLE #102.A* shall issue a written notice to Supplier. Supplier agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Supplier fails to timely correct the deficiencies, the Department reserves the right to delay payment pursuant to this *ARTICLE #202.C* or terminate the Contract (*ARTICLE #107 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Supplier's Failure.** If the Department determines that the Supplier has failed to perform or deliver any commodities as required by the Contract, the Supplier shall not be entitled to any compensation under the Contract until such commodities are delivered and accepted. In this event, the Department may withhold that portion of the Supplier's compensation, which represents payment for commodities that were not delivered. To the extent that the Supplier's failure to perform or deliver in a timely manner causes the Department to incur costs, the Department may deduct the amount of such incurred costs from any amounts payable to Supplier. The Department's authority to deduct such incurred costs shall not in any way affect the Department's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Supplier. In the event that the Supplier owes the Department and/or the State of Georgia any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the Department and/or the State of Georgia may set off the sum owed by the Supplier against any sum owed to the Supplier, in the Department's sole discretion.

E. Final Payment. Supplier shall issue an invoice for final payment to the Department no later than thirty (30) days following the expiration or termination date of the Contract.

F. Factoring or Assignment of Payments.

- A. Supplier shall provide the Department with a written notice to the Issuing Officer, in accordance with the

requirements set forth in *ARTICLE #102 - CONTACT INFORMATION; NOTICE REQUIREMENTS* of this Contract, of any assignment, factoring, or other transfer of its right to receive payments arising under this Contract at least thirty (30) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall include the date, name and address of assignee/transferee, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by the Department.

- B. Supplier shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time, and no multiple assignments, factoring or transfers by Supplier shall be permitted.
- C. In addition to Supplier's indemnification obligations set forth in *ARTICLE #122.F*, Supplier shall indemnify and hold harmless the Department and all other Indemnitees from any and all lawsuits, claims, actions, damages, (including reasonable attorney's fees, obligations, liabilities and liens) arising or imposed in connection with the assignment or transfer of any account or right arising thereunder where Supplier has not complied with the notification assignment requirements of this section. Supplier also releases and waives any right, claim or action against the Department for amounts due and owing under this Contract where Supplier has not complied with the notice requirements of the section.

ARTICLE # 203 – RESERVED

*(203) 01/24/2021

ARTICLE # 204 - TAXES:

(204) 07/16/2021

- A. **Taxes.** The Department is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Supplier's employee's wages. The Department is exempt from State and Local Sales and Use Taxes on the commodities. Tax Exemption Certificates will be furnished upon request. The Supplier or an authorized sub-Supplier must provide the Department with a sworn verification regarding the filing of unemployment taxes or persons assigned by Supplier to perform work required in this Contract, for which verification is incorporated herein by reference.
- B. **Certification Regarding Sales and Use Tax.** By executing the Contract, the Supplier 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 Supplier also acknowledges that the State may declare the Contract void if the above certification is false. The Supplier also understands that fraudulent certification may result in the Department or its representative filing for damages for breach of contract.

SECTION III COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS**ARTICLE #301 – GOVERNING LAW**

(301) 10/08/2021

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.

ARTICLE # 302 - COMPLIANCE WITH STATUTES AND EXECUTIVE ORDERS:

(302) 06/01/2021

The Supplier, its employees, agents, and sub-Suppliers 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 sub-Suppliers or Suppliers. The Supplier, its employees, agents and sub-Suppliers 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. Supplier and Supplier's personnel shall also comply with all State of Georgia and Department policies and standards in effect during the performance of the Contract, including but not limited to the Department'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.

ARTICLE # 303 - PARTIES' DUTY TO PROVIDE NOTICE OF INTENT TO LITIGATE AND RIGHT TO DEMAND MEDIATION:

(303) 06/01/2021

In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the Parties, no civil action with respect to any dispute or claim arising out of or relating to this Contract may be commenced without first giving ten (10) calendar days written notice to the other party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either party may elect to submit the matter for mediation. Either party may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The Parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to Department shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq. for Title 50 Procurements.

ARTICLE # 304 - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

(304) 07/16/2021

- A. By signing this Contract, the Supplier certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Supplier will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Supplier further certifies its compliance with the federal and state immigration laws set forth in section (A) of this **ARTICLE #304** by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, **notarized by an Official Notary Public**, and obtaining the same affidavits from any sub-Supplier providing services pursuant to this Contract. If Supplier has no employees and does not intend to hire employees for purposes of satisfying all or part of the contract, Supplier may instead provide a copy of the driver's license or State-issued identification card of the Supplier and of each sub-Supplier or sub-Supplier used in satisfaction of all or part of the Contract.
- C. Supplier shall not retaliate against or take any adverse action against any employee or any sub-Supplier for reporting, or attempting to report, a violation(s) regarding applicable immigration laws.
- D. Supplier agrees to include the provisions contained in the foregoing paragraphs in each subcontract for services hereunder and to require sub-Suppliers to include such provisions in all sub-subcontracts for services hereunder.

ARTICLE # 305 – BOYCOTT OF ISRAEL:

(305) 06/01/2021

Pursuant to O.C.G.A. § 50-5-85, Supplier hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

ARTICLE # 306 - TRADING WITH STATE EMPLOYEES:

(306) 06/01/2021

This Contract does not and will not violate the provisions of the O.C.G.A. § 45-10-20 et seq., which prohibit and regulate certain transactions between state officials and employees and the State of Georgia.

ARTICLE # 307 – DELIVERY OF OTHER COMMODITIES

*(307) 09/16/2021

The Supplier shall not deliver any commodities outside the Department's specifications contained in **EXHIBIT A: Department's General Specifications**, nor **EXHIBIT C: Supplier Cost Worksheet**, nor any other extend services or commodities per verbal authorization. Any extended commodities must be in writing from the Issuing Officer.

ARTICLE # 308 - ANTI-TRUST ACTIONS:

(308) 07/16/2021

For good cause and consideration for executing this Contract placing this order, Supplier acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title and interest to and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Georgia relating to the commodities purchased or acquired by the State of Georgia pursuant hereto.

ARTICLE # 309 – SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE:

(309) 07/16/2021

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State of Georgia is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, Suppliers, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its Suppliers and their employees and sub-Suppliers will interact with entities of the State of Georgia, their customers, and other Suppliers with the State of Georgia in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all Suppliers who are regularly on the Department's premises or who regularly interact with the Department's personnel must complete sexual harassment prevention training on an annual basis.

A Supplier, including its employees and sub-Suppliers, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation, may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from the Department's premises, restricted access to the Department's premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the Department's.

- A. If Supplier is an individual who is regularly on the Department's premises or who will regularly interact with the Department's personnel, Supplier certifies that:
1. Supplier has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 2. Supplier has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at

<http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing the Department's premises and prior to interacting with the Department's employees; and on an annual basis thereafter; and,

3. Upon request by the Department, Supplier will provide documentation substantiating the completion of sexual harassment training.

B. If Supplier has employees and sub-Suppliers that are regularly on the Department's premises or who will regularly interact with the Department's personnel, Supplier certifies that:

1. Supplier will ensure that such employees and sub-Suppliers have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>
2. Supplier has provided sexual harassment prevention training in the last year to such employees and sub-Suppliers and will continue to do so on an annual basis; or Supplier will ensure that such employees and sub-Suppliers complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing the Department's premises and prior to interacting with the Department's employees; and on an annual basis thereafter; and

C. Upon request of the Department, Supplier will provide documentation substantiating such employees and sub-Suppliers' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

ARTICLE # 310 – DRUG-FREE WORKPLACE:

(310) 07/16/2021

A. If Supplier is an individual, he or she hereby certifies that he or she 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.

B. If Supplier is an entity other than an individual, it hereby certifies that:

1. A drug-free workplace, as provided for in O.C.G.A. Section § 50-24-1 et seq., will be provided for the Supplier's employees throughout the duration and performance of this Contract; and
2. It will secure from any sub-Supplier hired to work in a drug-free workplace the following written certification: "As a part of the subcontracting agreement with (Supplier's name), (sub-suppliers' name), certifies to the Supplier that a drug-free workplace will be provided for the sub-suppliers' employees during the performance of this Contract pursuant to Paragraph 7 of subsection B of O.C.G.A. § 50-24-3.

C. Supplier may be suspended, terminated, or debarred if it is determined that:

1. The Supplier has made false certification hereinabove; or
2. The Supplier has violated such certification by failure to carry out the requirements set forth in O.C.G.A. § 50-24-3(b).

SECTION IV: ADDITIONAL PROVISIONS AND EXHIBITS:**ARTICLE # 401 – ORDER OF PRECEDENCE:**

*(401) 02/23/2022

Order of Precedence. In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Supplier's Response, the order of precedence shall be as follows:

1. First, any amendments to the Contract, including all **EXHIBITS** thereto.
2. Second, the Contract, including all **EXHIBITS** thereto.
3. Third, **Attachment 2: Bid Event Details**
4. Forth, all other Contract Attachments appended to the contract

ARTICLE #402 – RESERVED

*(402) 01/19/2022

ARTICLE #403 – RESERVED

*(403) 01/19/2022

ARTICLE # 404 – CONTRACT EXHIBITS:

*(404) 01/19/2022

The Parties acknowledge that the following listed Exhibits are hereby incorporated into and made a part of this Contract as though expressly written herein.

EXHIBIT A: Department's General Specifications
EXHIBIT B: RESERVED
EXHIBIT C: Supplier's Cost Worksheet

ARTICLE #405 – CONTRACT ATTACHMENTS

*(405) 01/24/2022

Attachments. The Parties acknowledge that the following listed Attachments are attached to this Contract and that, in the event of any ambiguity or discrepancy, shall be interpreted in accordance with *ARTICLE #401 - ORDER OF PRECEDENCE*.

Attachment 1: Supplier's W-9 Form and Georgia Secretary of State Certification
Attachment 2: Bid Event Details

ARTICLE #406 - AUTHORIZATION:

(406) 07/16/2021

The persons signing this Contract on behalf of the Parties represent and warrant to the other that:

- A. They have the right, power and authority to enter into and perform its obligations under the Contract; and
- B. Have 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.
- C. The party signing the Cost Worksheet or Cost Proposal is authorized to do so as an officer of the company or designated as an authorized signer.

ARTICLE # 407 - ENTIRE CONTRACT:

(407) 07/16/2021

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements and understandings between the

Contract #: 48400-186-DOT0003013-001

Contract Name: Trailers and Accessories

Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.


[Signature Page Follows]

Contract #: 48400-186-DOT0003013-001
Contract Name: Trailers and Accessories

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seals on the day, month, and year first above written:

GEORGIA DEPARTMENT OF TRANSPORTATION

JME SALES INC FEIN #45-4346712

DocuSigned by:

76D6577D00644FA...
Commissioner

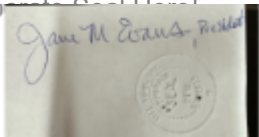
Signed by:

32B8C478485E4A0...


Signature

Jane M. Evans **President**

Printed Name/Title

[Affix Corporate Seal Here]


ATTEST:

DocuSigned by:

74085B5B0FAC425...
Treasurer

ATTEST:

Signed by:

AE3CA8A170534AB...
Signature

Angela Thaxton **Office Mgr**

Printed Name/Title

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|---|---|---|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) JME Sales Inc. | |
| | 2 Business name/disregarded entity name, if different from above. | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) |
| | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. 1549 Ethridge Mill Road | Requester's name and address (optional) |
| 6 City, state, and ZIP code Griffin, GA 30224 | | |
| 7 List account number(s) here (optional) 748373 | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | |
|--------------------------------|---------|
| Social security number | |
| | |
| or | |
| Employer identification number | |
| 45 | 4346712 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|-----------|--|-----------------------|
| Sign Here | Signature of U.S. person Jane M Evans, President | Date 8/2/24 |
|-----------|--|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **JME SALES INC** Control Number: **12007319**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **1549 Ethridge Mill Road, Griffin, GA, 30224, USA** Date of Formation / Registration Date: **1/24/2012**

State of Formation: **Georgia** Last Annual Registration Year: **2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jane M. Evans**

Physical Address: **1549 Ethridge Mill Road, Griffin, GA, 30224, USA**

County: **Spalding**

OFFICER INFORMATION

| Name | Title | Business Address |
|---------------|-----------|--|
| Jane M. Evans | Secretary | 1549 Ethridge Mill Road, Griffin, GA, 30224, USA |
| Jane M. Evans | CFO | 1549 Ethridge Mill Road, Griffin, GA, 30224, USA |
| Jane M. Evans | CEO | 1549 Ethridge Mill Road, Griffin, GA, 30224, USA |

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Exhibit A: General Specifications

I. Introduction

The Georgia Department of Transportation (GDOT) desires to procure trailers and related accessories for the Department's Office of Equipment Management (OEM). These trailers may be in either new or used condition and must be in accordance with the characteristics as described in all Specifications. All trailer accessories must be in new condition as used accessories will not be accepted.

All trailers must be furnished complete with standard accessories. All trailers and trailer accessories must be complete with all necessary operating components and accessories customarily furnished, together with such modification as may be necessary to enable the equipment to function reliably and efficiently in sustained operation. There must be no damage to the mainframe at all. Trailers must meet all State of Georgia requirements, all GDOT requirements, must be operational, and must be legally road ready. Suppliers must furnish any and all specifications, catalog pages, brochures, or other data that provide a basis for determining the quality and functional capabilities of the product(s) offered.

II. Titles and Ownership

Products offered must have the equipment titles free and clear of other parties and poses no question as to legal ownership. Any titled equipment that does not have a free and clear title will not be accepted by the Department.

Any equipment received by the Department that requires the Department to license and/or title the equipment should be submitted to GDOT as follows:

All forms, to include, but not limited to, the Manufacturers Statement of Origin (MSO), Georgia MV1, and/or Odometer Statement must be addressed to:

Georgia Department of Transportation
Attn: Office of Equipment Management
7565 Honeycreek Ct.
Lithonia, Ga. 30038

III. Equipment

The Department may purchase a single trailer, many trailers, accessories or parts in any single purchase, but no minimum or maximum purchase is guaranteed.

When applicable, all trailers, parts and accessories must conform with any provided Specifications.

These may not be waived or modified unless done so in writing by the Department. Additional Specifications will be provided to Suppliers when a quote is requested by the Department.

IV. Accessories

The Bidder may offer a catalog of all accessories related to trailers. All accessories offered must meet all State of Georgia requirements, all GDOT requirements, must be operational, and must be legally road ready. The accessories must be in new, not used, condition and GDOT may, at its sole discretion, request documents related to the accessories such as user manuals, certificate of origin, and other related items as to the usage or origin of the accessories.

V. Ordering Process

A. Trailer, Trailer Part, Accessory Ordering:

The ordering process for trailers, trailer parts, and accessories will be as follows for this Contract:

1. GDOT will identify a need for a trailer, trailer part, or accessory.
2. GDOT will request a quote from Supplier(s) on contract for the trailer, trailer part, or accessory.
3. GDOT will provide a description, specification, or other information required to the Supplier(s) for the quote.
4. Supplier(s) will provide a quote based on the description, specification, or other information provided.
 - a. The Quote must contain:
 - i. The name of the trailer, trailer part, or accessory.
 - ii. The catalog number (or equivalent) of the trailer, trailer part, or accessory.
 - iii. The catalog price (or equivalent) of the trailer, trailer part, or accessory.
 - iv. The discount percentage from the Supplier's Cost Worksheet.
 - v. The final price of the trailer, trailer part, or accessory after the discount has been applied.
 - vi. Shipping (if applicable) FOB Destination or as designated by the Department.
 - vii. The total amount of the Quote summarized at the bottom.
5. GDOT will accept the Quote via a NTP as per the Contract.

B. Labor and Service Ordering:

The ordering process for labor and service items will be as follows for this Contract:

1. GDOT will identify a need to service a trailer, trailer part, or accessory.
2. GDOT will request a quote from Supplier(s) on contract for the servicing for a trailer, trailer part, or accessory.
3. GDOT will provide the information required to the Supplier(s) for the quote.
4. Supplier(s) will provide a quote based on the information provided.
 - a. The Quote must contain:
 - i. The name of the trailer, trailer part, or accessory.
 - ii. The hourly rate for the labor from the Supplier's Cost Worksheet.
 - iii. Any additional or miscellaneous fees that are applicable to the service.
 - iv. The total amount of the Quote summarized at the bottom.
5. GDOT will accept the Quote via a NTP as per the Contract.

VI. Warranty, Location, and Delivery

- A. Warranty:** Equipment identified in this bid specification shall be warranted for the standard warranty period provided by the seller. Unless otherwise specified by the Department, any item offered or shipped shall have been intended for sale in the United States. A copy of the warranty must be submitted with Supplier's Quote or as requested by the Department.

- B. Guarantee:** The material must be guaranteed to be free from defects of construction, conception, and workmanship for a period of at least 12 months or manufacturer's warranty whichever is greatest from date of acceptance. Any part or portion found not in accordance with this specification will be rejected and returned to Supplier at Supplier's expense for immediate replacement.
- C. Location and Delivery:** GDOT may, at its sole discretion, elect to pick-up equipment or require delivery. All quoted prices must include delivery unless otherwise specified by GDOT when requesting a quote. If an inspection is required, the equipment must be no more than 250 miles from the Office of Equipment Management's address as indicated below.

Georgia Department of Transportation
Office of Equipment Management
7565 Honeycreek Ct.
Lithonia, GA 30038



Manufactured by: **Lucon, Inc.**

Lucon, Inc.

480 Aerodrome Way

Griffin, GA 30224

Telephone: 770-233-1331

FAX: 770-233-1335

Email: lucon_inc@yahoo.com

www.customheavyhaul.com

President: Luke Evans

General Manager: Alex Evans

Procurement and Warranty Manager: Angie Thaxton

Lucon, Inc., incorporated in 2001, is an original equipment manufacturer of utility trailers, port equipment, specialty trailers for industry specific applications, container delivery trailers, recovery trailers, low boys, heavy haul trailers and custom designed parts. Our company brings over 40 years of design and manufacturing experience to each project. We specialize in custom designing units to meet our customers' individual requirements.

EXHIBIT C - Cost Worksheet

RFQ Name: Flatbed Trailers

RFQ Number: 48400-DOT0003013

Supplier Name: JME Sales Inc.

Suppliers must enter all information directly onto the Cost Worksheet. Since GDOT has attached a Cost Worksheet, Supplier's must enter a value of "1.00" in the cost lines of the Sourcing Tool. Suppliers must enter thier bid onto the Cost Worksheet. Numbers must be entered for each line in cost sheet in number and not in any other format unless otherwise stated. That is, omit commas and all other non-essential symbols. (e.g., 10% should be entered as 10). This solicitation is a percentage-off catalog price model, which means Suppliers are offering a discount based on their catalog prices for each line item. Suppliers must put a whole-number discount percentage for their bid (no decimals percentages, i.e. 9.5, are allowed). Bids in dollar value will be rejected as "non-responsive". Cells left blank or cells containing "n/a" to indicate not available will be interpreted as "no offer" and may be cause for rejection of the bid response.

Table 1 - Specified Trailer, Accessory and Part Items

Table 1 is for items that the Department has specified as needed. Suppliers must to enter a percentage-based discount into each category for which they want to be considered for award. To be considered for a contract, Suppliers must fill out at least one category in Table 1 for new and/or used Trailers. All discounts must be at or above 0% to be considered. Suppliers are encouraged to bid for all items in Table 1 that they are able to sell. Line 27 will be for any trailer type not specified either in this Table 1 or in Table 2. If the trailer type is specified in Table 1 or Table 2, then that discount percentage must be used.

| Line | NIGP Code(s) | Item Description | Unit of Measure | For New Items - Percentage Off Catalog Price | For Used Items - Percentage Off Catalog Price |
|------|--|---|-----------------|--|---|
| 1 | 07327, 07328, 07345, 07347, 07350, 07360 | Brine Trailer | Percent | 21% | |
| 2 | 07327, 07328, 07345, 07347, 07350, 07360 | Aluminum Trailers | Percent | 15% | |
| 3 | 07327, 07328, 07345, 07347, 07350, 07360 | Car/Auto Haulers | Percent | 21% | |
| 4 | 07327, 07328, 07345, 07347, 07350, 07360 | Cargo/Enclosed Trailers | Percent | 15% | |
| 5 | 07327, 07328, 07345, 07347, 07350, 07360 | Dump Trailers | Percent | 21% | |
| 6 | 07327, 07328, 07345, 07347, 07350, 07360 | Equipment Trailers | Percent | 21% | |
| 7 | 07327, 07328, 07345, 07347, 07350, 07360 | Flatbed Trailers | Percent | 21% | |
| 8 | 07327, 07328, 07345, 07347, 07350, 07360 | Flatbeds | Percent | 21% | |
| 9 | 07327, 07328, 07345, 07347, 07350, 07360 | Gooseneck/Pintle Trailers | Percent | 21% | |
| 10 | 07327, 07328, 07345, 07347, 07350, 07360 | Hauler Bodies | Percent | | |
| 11 | 07327, 07328, 07345, 07347, 07350, 07360 | Landscape Trailers | Percent | 21% | |
| 14 | 07327, 07328, 07345, 07347, 07350, 07360 | Truck Beds | Percent | | |
| 15 | 07327, 07328, 07345, 07347, 07350, 07360 | Utility Trailers | Percent | 21% | |
| 16 | 07327, 07328, 07345, 07347, 07350, 07360 | Channel Iron and Bobcat Trailers | Percent | 21% | |
| 17 | 07327, 07328, 07345, 07347, 07350, 07360 | Enclosed Trailers | Percent | 15% | |
| 18 | 07327, 07328, 07345, 07347, 07350, 07360 | Roll Off Trailers | Percent | 21% | |
| 19 | 07327, 07328, 07345, 07347, 07350, 07360 | Tanker Trailers (80,000 lbs) for 5,500 Gallons | Percent | | |
| 20 | 07327, 07328, 07345, 07347, 07350, 07360 | Bumper Pull Hitch | Percent | 21% | |
| 21 | 07327, 07328, 07345, 07347, 07350, 07360 | Gooseneck Hitch | Percent | 21% | |
| 22 | 07327, 07328, 07345, 07347, 07350, 07360 | Pintle Hitch | Percent | 21% | |
| 23 | 07327, 07328, 07345, 07347, 07350, 07360 | 5th Wheel Assembly | Percent | 21% | |
| 24 | 07327, 07328, 07345, 07347, 07350, 07360 | Fuel Tanker Trailer | Percent | | |
| 25 | 06006, 06066, 06588 | Trailer Replacement Parts | Percent | 21% | |
| 26 | 06006, 06066, 06588 | Trailer Accessories - NEW ONLY | Percent | 21% | |
| 27 | 07327, 07328, 07345, 07347, 07350, 07360 | Other Trailer(s) - Any Trailer Type Not Specified in Table 1 or Table 2 | Percent | 21% | |

Table 2 - Vendor Offered Items (Only Items Not Specified in Table 1)

Table 2 is for items that the Supplier wishes to offer that are not specified in Table 1. Suppliers must to enter a percentage-based discount into each item they provide in Table 2. All discounts must be at or above 0% to be considered. Suppliers are encouraged to add items to Table 2 that they think would be beneficial to the Department, but this Table is not required to be considered for award. Note that if a trailer type is specified in Table 1 or Table 2, then that discount percentage must be used. Suppliers may not provide a trailer type in Table 2 that is specifically offered in Table 1.

| Line | NIGP Code(s) | Item Description | Unit of Measure | For New Items - Percentage Off Catalog Price | For Used Items - Percentage Off Catalog Price |
|------|--|-------------------------------------|-----------------|--|---|
| 1 | 07327, 07328, 07345, 07347, 07350, 07360 | Pole trailer | Percent | 21% | |
| 2 | 07327, 07328, 07345, 07347, 07350, 07360 | Reel Trailers - manual load | Percent | 21% | |
| 3 | 07327, 07328, 07345, 07347, 07350, 07360 | Reel Trailers - self/hydraulic load | Percent | 21% | |
| 4 | 07327, 07328, 07345, 07347, 07350, 07360 | Container Chassis trailer | Percent | 21% | |
| 5 | 07327, 07328, 07345, 07347, 07350, 07360 | Roll Back Recovery trailer | Percent | 21% | |
| 6 | 07327, 07328, 07345, 07347, 07350, 07360 | Folding tail recovery style trailer | Percent | 21% | |

EXHIBIT C - Cost Worksheet

| | | | | | |
|----|---|---|---------|-----|--|
| 7 | 07327, 07328, 07345, 07347, 07350, 07360 | Custom Designed Trailer for any industry specific use | Percent | 21% | |
| 8 | 07327, 07328, 07345, 07347, 07350, 07360 | Multi Reel Trailers - manual load | Percent | 21% | |
| 9 | 07327, 07328, 07345, 07347, 07350, 07360 | Multi Reel Trailers - Hydraulic load | Percent | 21% | |
| 10 | 07327, 07328, 07345, 07347, 07350, 07360 | Gas Pipe trailers | Percent | 21% | |
| 11 | 07327, 07328, 07345, 07347, 07350, 07360 | Horse trailer | Percent | 15% | |
| 12 | 07327, 07328, 07345, 07347, 07350, 07360 | Low boy trailers - fixed neck | Percent | 21% | |
| 13 | 07327, 07328, 07345, 07347, 07350, 07360 | Detach trailers - hydraulic neck | Percent | 15% | |
| 14 | 07327, 07328, 07345, 07347, 07350, 07360 | | Percent | | |
| 15 | 07327, 07328, 07345, 07347, 07350, 07360 | | Percent | | |

Table 3 - Labor and Service Items

Table 3 is for labor and service hourly rates. Line 1 is for a general Labor and Service Hourly rate. Suppliers may detail specific Labor and Service hourly rates for different trailer types in Table 3. Table 3 is not required to be filled out for Award, but Suppliers are encouraged to do so if they offer these services. Each line item has a minimum and maximum rate for labor that must be used when billing the Department for these items. For Table 3 items, all Shop Supplies and other Miscellaneous fees may be added to the invoice as long as it is specified in the Quote that these are applicable.

| Line | NIGP Code(s) | Item Description | Unit of Measure | Minimum Hourly Rate | Maximum Hourly Rate |
|------|---------------------|---|-----------------|---------------------|---------------------|
| 1 | 92833, 92854, 92884 | Labor and Service Hourly Rate - General | Hour | | |
| 2 | 92833, 92854, 92884 | | Hour | | |
| 3 | 92833, 92854, 92884 | | Hour | | |
| 4 | 92833, 92854, 92884 | | Hour | | |
| 5 | 92833, 92854, 92884 | | Hour | | |
| 6 | 92833, 92854, 92884 | | Hour | | |
| 7 | 92833, 92854, 92884 | | Hour | | |
| 8 | 92833, 92854, 92884 | | Hour | | |
| 9 | 92833, 92854, 92884 | | Hour | | |
| 10 | 92833, 92854, 92884 | | Hour | | |

For offer to be considered, this Cost Worksheet must be signed by an authorized representative of the company and uploaded as a PDF file to the solicitation.

For offer to be considered, this Cost Proposal Sheet must be signed by an authorized representative of the company.

Jane M. Evans

Print Name

Signature

President

Title

8/4/2024

Date

Certificate Of Completion

Envelope Id: 4B1D1904A52A4E11983BBFB33E419167

Subject: 48400-186-DOT0003013-001/JME SALES INC

Source Envelope:

Document Pages: 31

Certificate Pages: 5

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

GDOT DocuSign Admin

600 W Peachtree St, NW

Atlanta, GA 30308

gdot_contracts@dot.ga.gov

IP Address: 143.100.53.13

Record Tracking

Status: Original

10/28/2024 8:04:50 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: GDOT DocuSign Admin

gdot_contracts@dot.ga.gov

Pool: StateLocal

Pool: Georgia Department of Transportation

Location: DocuSign

Location: DocuSign

Signer Events

Jane M. Evans

janie.evans111@yahoo.com

President

Security Level: Email, Account Authentication
(None)**Signature**

Signed by:


32B8C478485E4A0...

Signature Adoption: Uploaded Signature Image

Using IP Address: 24.125.57.111

Timestamp

Sent: 10/28/2024 8:20:59 AM

Viewed: 10/28/2024 10:48:37 AM

Signed: 10/28/2024 11:01:09 AM

Electronic Record and Signature Disclosure:

Accepted: 10/28/2024 10:48:37 AM

ID: 4dcdbafd-422a-4e0f-9ef9-99a42c2b0fdc

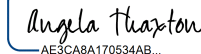
Angela Thaxton

lucon.angie@yahoo.com

Office Mgr

Security Level: Email, Account Authentication
(None)

Signed by:


AE3CA8A170534AB...

Signature Adoption: Pre-selected Style

Using IP Address: 24.125.57.111

Sent: 10/28/2024 11:01:11 AM

Viewed: 10/28/2024 11:02:03 AM

Signed: 10/28/2024 11:02:13 AM

Electronic Record and Signature Disclosure:

Accepted: 10/28/2024 11:02:03 AM

ID: 90ba5b89-ee41-457d-b0fb-ef1bab9bd396

Russell R McMurry

rmcmurry@dot.ga.gov

Commissioner

Georgia Department of Transportation

Security Level:

.Email

11/8/2024 5:05:53 PM

DocuSigned by:


76D6577D00644FA...

Signature Adoption: Pre-selected Style

Using IP Address: 73.82.134.246

Signed using mobile

Sent: 10/28/2024 11:02:15 AM

Resent: 11/8/2024 11:03:27 AM

Viewed: 11/8/2024 5:05:57 PM

Signed: 11/8/2024 5:06:08 PM

Electronic Record and Signature Disclosure:

Accepted: 2/26/2016 9:35:33 AM

ID: cd5459ce-99ae-409c-b25c-b6922ca5a283

Angela O. Whitworth

awhitworth@dot.ga.gov

Treasurer

Security Level:

.Email

ID: 0509d7e0-881f-4652-9b63-1cc5460766ac

11/13/2024 9:58:50 AM

DocuSigned by:


74085B5B0FAC425...

Signature Adoption: Uploaded Signature Image

Using IP Address: 143.100.53.13

Sent: 11/8/2024 5:06:10 PM

Resent: 11/13/2024 9:58:07 AM

Viewed: 11/13/2024 9:59:07 AM

Signed: 11/13/2024 9:59:14 AM

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|---|------------------|-----------------------|
| Accepted: 2/26/2016 10:03:38 AM ID: 2a61aae5-fe62-454e-9e47-e070cdbd9d0a | | |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 10/28/2024 8:20:59 AM |
| Envelope Updated | Security Checked | 11/8/2024 11:03:28 AM |
| Envelope Updated | Security Checked | 11/8/2024 11:03:28 AM |
| Envelope Updated | Security Checked | 11/8/2024 11:03:28 AM |
| Envelope Updated | Security Checked | 11/13/2024 9:58:07 AM |
| Envelope Updated | Security Checked | 11/13/2024 9:58:07 AM |
| Certified Delivered | Security Checked | 11/13/2024 9:59:07 AM |
| Signing Complete | Security Checked | 11/13/2024 9:59:14 AM |
| Completed | Security Checked | 11/13/2024 9:59:14 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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