



DAWSON COUNTY GOVERNMENT

REQUEST FOR PROPOSALS FOR LEGAL SERVICES FOR DAWSON COUNTY

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

DECEMBER 6, 2019, AT 10:30AM, EST

**DAWSON COUNTY BOARD OF COMMISSIONERS
ATTENTION: PURCHASING MANAGER
25 JUSTICE WAY, SUITE 2223
DAWSONVILLE, GA 30534**

RFP #360-19

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: NOVEMBER 12, 2019

DAWSON COUNTY BOARD OF COMMISSIONERS

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DAWSON COUNTY, GEORGIA
Purchasing Department
25 Justice Way, Suite 2223
Dawsonville, Georgia 30534
Phone: 706-344-3500 x.42223; Email: mhawk@dawsoncounty.org

LEGAL SERVICES FOR DAWSON COUNTY

INVITATION

This is an invitation to submit a proposal to Dawson County from firms who specialize in local government law and are staffed with a team of lawyers capable of providing full-service in all areas of local government, indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4> Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Vendor Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than December 6, 2019, at 10:30 a.m. The anticipated award date is December 19, 2019 during the 6:00 p.m. Voting Session.

There will not be a pre-proposal meeting for this RFP. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at mhawk@dawsoncounty.org no later than November 22, 2019, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than November 27, 2019, at 1:00 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum.

Dawson County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin and handicap or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services need by Dawson County. Dawson County does not guarantee a minimum/maximum value for this contract.

Sincerely,
Melissa Hawk
Purchasing Manager

DAWSON COUNTY, GEORGIA

REQUEST FOR PROPOSALS FOR LEGAL SERVICES FOR DAWSON COUNTY

SECTION I – GENERAL OVERVIEW

A. INFORMATION TO PROPOSERS

1. BID SUBMISSION

The Proposers shall package and seal its submittal so that they will not be damaged in mailing. Technical and Cost/Fee Proposals are to be packaged and sealed **separately**.

One (1) original and five (5) copies of the technical proposal and one (1) original price proposal must be received by **December 6, 2019, at 10:30am, eastern standard time**. The price proposal must be submitted in a **separate** sealed envelope stating on the outside, “Price Proposal, the proposer’s name, address, the solicitation number and name”. If the price is referenced in the technical proposal, the submission shall be disqualified and will not be evaluated. The proposer’s name, address and the solicitation number **#360-19 LEGAL SERVICES FOR DAWSON COUNTY** is to be written on the outside of the complete submittal (price and technical) and must be delivered to:

Dawson County Board of Commissioners
Attention: Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Hand Delivery

Hand delivered copies may be brought to the above address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding Holidays. For a complete listing of Holidays, please visit www.dawsoncounty.org. If a sealed bid is delivered after 10:25 a.m., on the day of the opening, deliver the package to the Purchasing Manager, in the County Administration Training Room, Suite #2204. No submission will be accepted after 10:30 a.m., December 6, 2019, at which time all company names of offers received will be publicly read aloud.

GPS Location

Some GPS systems cannot locate the above-named address. Proposers may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Proposers should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25'23.08"N 34°25'23.08N 84°07'12.05

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to Dawson County.*

Submission by US Mail must be sent to the below address:

Dawson County Board of Commissioners
Attention: Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the proposer.

2. CONTACT PERSON

Proposers are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email mhawk@dawsoncounty.org** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the proposer's submittal.

Proposers may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Manager named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any proposer violating this provision.

3. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Proposers are advised to check the website for addenda before submitting their proposals.

Proposers must acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the

addendum contains information which substantively changes the Owner's requirements

4. **LATE SUBMITTAL AND LATE MODIFICATIONS**

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

5. **REJECTION OF PROPOSALS/CANCELLATION**

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this RFP at any time.

6. **MINIMUM RFP ACCEPTANCE PERIOD**

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. **NON-COLLUSION AFFIDAVIT**

By submitting a response to this RFP, the proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

By submitting a proposal, the proposer represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

8. **COST INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of the RFP to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the proposer(s).

9. **RFP OPENING**

Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFP may be obtained from the county's website www.dawsoncounty.org, after the RFP due date and time stated herein. A copy of the final evaluation tabulation to the RFP will be posted to the website after the RFP has been awarded, along with the awarded Proposer name and date of award.

10. OPEN RECORDS

Proposers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Proposers are reminded that documents and information in the possession of Dawson County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the proposal, that states that specific portions of the proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the proposal containing any trade secrets. Accordingly, proprietary information and/or data cannot be withheld from public inspection.

11. TAXES

Dawson County Government is tax exempt. No sales tax will be charged on any products or services. Dawson County cannot exempt any other person/proposer from applicable sales taxes that may be required of them in relations to this project. Selected proposer will be provided with Dawson County's Sales and Use Tax Certificate of Exemption number upon request.

12. PROPOSER INFORMATION

All submissions shall include a completed proposer information form, current copy of business license and current W-9. Failure to provide this information could result in the disqualification of the proposer from submitting a proposal.

13. INSURANCE

Selected proposer will be required to provide Dawson County with a Certificate of Insurance for liability and workman's compensation insurance before work can begin on this County project and be effective for the duration of the work as described in the Contract Documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance should be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance should be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; Workman's Compensation insurance should be as required by the State of Georgia; and Professional Liability insurance should be at least one million dollars (\$1,000,000).

The insurance certificate **must name** Dawson County Government as an **additional insured** for the contracted project.

14. BONDS

If required, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by Dawson County. A five percent (5%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

15. ANTI-DISCRIMINATION

Dawson County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all proposals certify to Dawson County that they will conform to the provisions of the Federal Civil Rights Act of 1964.

In every contract of over \$10,000 the provisions in Sections 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of Section 1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Sub-contractor or proposer.

Proposers may request this Request for Proposal in another language by contacting Purchasing Manager Melissa Hawk at p) 706-344-3501, f) 706-531-2728 or via email at mhawk@dawsoncounty.org. All bid submissions must be returned in English.

16. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Proposers submitting a Qualification package in response to this RFP must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the Contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the proposer is attesting to the following:
 - a. The affiant has registered with and is authorized to use the federal work authorization program;
 - b. The user identification number and date of authorization for the affiant;
 - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d. Any employee, or Sub-contractors, of such Contractor or Sub-contractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e. Upon contracting with a new Sub-contractor, a Contractor or Sub-contractor shall notify Dawson County and shall deliver a completed Sub-contractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the Sub-contractor before the new Sub-contractor begins any work.
- C. Failure to provide the completed and notarized affidavit with the Contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

SECTION II – GENERAL CONDITIONS

A. **PURPOSE**

It is the intent of the county that this invitation will result in the selection of an experienced firm to efficiently advise and represent Dawson County for legal services encompassing the traditional scope of work including counsel, opinions, consultation and coordination with special counsel, as needed.

The successful proposer shall possess sufficient resources to ensure that the demands for the County's legal needs will be met on a timely basis. This relationship will be on a contractual basis, as opposed to a staff position.

The successful proposer will provide general legal counsel to the County Board of Commissioners, the County Manager, and other elected officials and appointed officers of the County; provide written opinions, draft ordinances and ordinance amendments and provide legal assistance to all County departments in their conduct of County business. There may also be a need for specialized legal counsel. It is the county's intent to utilize the firms staff attorneys for these circumstances; however, the county does reserve the right to contract with an attorney outside the proposer's firm when and if necessary. Attendance at a variety of meetings will be required, including Board of Commissioners' meetings, as specified.

B. CONTRACT PERIOD

The term of a contract awarded as a result of this Request for Proposal shall be effective from January 1, 2020 through December 31, 2020. The contract shall have the option for four (4) additional one (1) year renewal terms.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice. Dawson County does not guarantee a minimum/maximum value for this contract.

The pricing received shall remain in force during the contract period. Any price increases must be submitted to the Dawson County Purchasing Department no later than ninety (90) days prior to a renewal term for consideration.

Dawson County will not incur any costs as a result of this IFB or a contract.

C. BACKGROUND

The Dawson County sits in northeast Georgia and covers 214 square miles and 49 linear miles of lake shore. The 2010 census reported 22,330 residents live within Dawson County. Separated by four (4) voting and school districts Dawson County's population is centralized near the GA Hwy 400 corridor and thins out from the area. Dawson Forest has approximately 10,800 acres of undisturbed woodland towards to west and northwest borders maintained by the Wildlife Management Agency (WMA).

The Dawson County Board of Commissioners is comprised of five (5) members, four (4) district commissioners and one (1) chairman who is elected at-large. The general duties of the Board of Commissioners are to enact resolutions and ordinances for the general health, safety and welfare of the citizens of Dawson County; to levy taxation when necessary to finance the operation of the county government; to plan for future public needs and to provide necessary services to safeguard the well-being and safety of the citizens. The Dawson County Board of Commissioners meets on the first and third Thursday each month. Commission work sessions begin at 4 p.m., executive sessions (as needed) begin at 5 p.m., and voting sessions begin at 6 p.m. Work session agenda items generally move forward to the next meeting's voting session for BOC consideration. Special called meetings are held when necessary. The public is invited to attend these meetings, which are held in the 2nd Floor Assembly Room of the Dawson County Government Center, 25 Justice Way, Dawsonville, Georgia.

There are approximately twenty-four (24) county departments, to include the court system and tax commissioner, with approximately three-hundred (300) full-time staff. A few examples of departments are the Facilities, Human Resources, Finance, Public Works, Planning and Parks and Recreation.

In December, 2018, the county's legal representation changed from an on-staff county attorney to contracted for temporary legal representation by Jarrard & Davis, which expires December 31, 2019. On November 7, 2019, the Board of Commissioners voted to release an RFP for legal services.

Any and all services provided by the Contractor shall comply fully with all federal, state and local laws, regulations, and guidance.

D. SCOPE OF WORK

Contractor Responsibilities:

Under the proposed agreement, Corporate Counsel will provide the following services on a fixed fee arrangement:

1. Provide legal advice, counsel, services, and consultation to the County Board of Commissioners, county manager, elected officials, appointed department heads, and all other levels of county employees on a wide variety of civil assignments, including but not limited to: corporate law, general municipal law to better represent the county in local matters, labor law, general state and federal laws relating to county government, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, housing, subdivision and land use law, economic development activities including development, redevelopment, enforcement, and property/real estate law, corporate contract law, environmental law, franchise law, county leases, trial activity, and tort law. Legal Counsel's advice includes methods to avoid civil litigation.

2. Answer requests for legal opinions, in writing and verbally. Prepare written legal opinions at the request of the Board of Commissioners, elected officials, or the County Manager. Must have the availability to answer staff questions by telephone, emails and/or in-person conferences.
3. Appear before courts and administrative agencies to represent the county's interests.
4. Work cooperatively with any special legal counsel retained by the county for special projects. Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among special counsel.
5. Provide guidance and legal advice on the Open Meetings Act, the Freedom of Information Act, the O.C.G.A. § 50-18-70 Inspection of Public Records and all other relevant Georgia Statutes, Robert's Rules of Order, and Board rules and procedures.
6. Assist officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
7. Assist county officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
8. Prepare resolutions for legal correctness and acceptability.
9. Review and assist in the preparation of redrafts of various county ordinances, policies and procedures for legal correctness and acceptability.
10. Attend at all regular work and voting sessions as well as all special called meetings during a calendar year being held by the Dawson County Board of Commissioners. Attend other meetings when requested by the County Manager.
11. Perform legal research, interpretation and formulation of opinions concerning governmental and administrative policies and procedures.
12. Advise the Board of Commissioners and the County Manager of any and all changes in federal or state law; including court decisions, which may impact the operation of the Board and/or County.
13. Provide "in-service" training to County officials and departments on a wide variety of issues, as requested.
14. Advise and defend the county on employment law, i.e. Administrative Hearings, Department of Labor (DOL), Unemployment Hearings, Equal Opportunity Commission (EEOC), Occupational Safety & Health Administration (OSHA), etc.
15. Serve as Issuer's Counsel or Borrower's Counsel in county finance activities.
16. When requested by the Board of Commissioners or County Manager, perform investigations that may require interviewing witnesses, taking testimony and review of reports.
17. Represent the county in lawsuits or administrative appeals necessary to be instituted by the county and defend the county in similar matters brought against it.
18. Review and amend Memorandums of Understanding and Intergovernmental Agreements as required.
19. Perform other legal services and tasks, as requested.

20. Maintain a seat on the ACCG panel of attorneys authorized to provide insurance defense for ACCG insurers a plus but, not mandatory. This is a plus due to the county's utilization of ACCG's property and liability insurance program.
21. Prepare required annual financial audit letter.
22. Maintain legal files and provision to the County Manager copies of all correspondence and all pleadings and orders in all litigation overseen by the Contractor, as requested.
23. On a monthly basis, the Contractor will provide a brief written report on the status of all litigation that the Legal Counsel is directly handling or is overseeing on behalf of the county. Periodic updates at public meetings will be expected to the extend as allowable by law.

Legal Counsel will also be expected to provide legal services to address all aspects of grievance arbitration, fact finding, arbitration, litigation, bond work and specialized tax work, as needed. Such services will be paid per an agreed upon fee schedule.

With the exception of requests for legal services issued by the Board of Commissioners acting as a body, the County Manager shall coordinate and/or approve all requests for services or assistance of the firm, coordinating the flow of work to the attorney or firm and establishing the relative priorities to be placed by the attorney on each task for which the assistance of the firm is required.

No member of the County's staff may require the efforts of the attorney or firm on behalf of the county unless expressly authorized by the County Manager. Notwithstanding the foregoing, any member of the Board of Commissioners or Elected Official/Constitutional Officer may request legal services and opinions of the firm regarding county matters. The Legal Counsel shall list such requests in its monthly report; however, the details may be held if it is warranted.

The firm shall retain an association with, or employee at its offices, a staff whom shall have competent experience in governmental affairs, in particular county government law and shall provide acknowledgement that each attorney shall be able to attend to such matters as enumerated above in this contract if the Lead Attorney is unavailable and unable to attend.

Notice of Award

The Contractor agrees that in the case of failure on his part to execute the said contract and the required insurance, naming the county as an additionally insured, within fifteen (15) consecutive calendar days of receipt of a written Notice of Award from the County, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds off the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Notice to Proceed

The Contractor shall begin work as agreed upon and specified on the Notice to Proceed from the County and shall meet the agreed upon benchmarks throughout the project.

Invoicing

1. Dawson County is Net 30. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
2. Proposers shall invoice quarterly, by location, including a detailed list of services provided and only after work has been performed (in arrears).
3. All invoices will be paid in the year in which services are provided.
4. Proposer to provide contact information for dedicated team member to provide billing inquires. More information is included in the Statement of Qualifications portion of this RFP.
5. Invoices should be sent via mail or email to:

Accounts Payable
25 Justice Way, 2220
Dawsonville, GA 30534
cmcmillon@dawsoncounty.org

Pricing

1. Submissions must use returned on the Proposer's Price Proposal Form as provided within this RFP.
2. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

Administration

The project will be administered by the Dawson County Board of Commissioners with the County Manager being the main point of contact for all questions related to scope of work issues during the term of the contract. Any contract issues will be directed to the Dawson County Purchasing Manager during the term of the contract.

Permits and Licensing

1. Proof of Licensing: Contractor shall submit proof of professional license, insurance and business license at time of submittal as it relates to the Scope of Work defined herein. The business license will be the current license your business operates, if you are out of county, this will not be a Dawson County business license.
2. The successful proposer must hold a valid Business License at time of proposal and a copy must be filed with the Purchasing Manager at time of proposal. If awarded to an out-of-county proposer, that proposer must register their business license with the Dawson County Planning and Development Department within 10 days of award. Fees may apply and are not a part of this agreement. *Note: Only the successful proposer*

needs to register with Dawson County Planning and Development Department. As of January 1, 2017, there is no longer a registration fee.

E. QUALIFICATIONS/RESPONSE FORMAT OUTLINE

This section identifies all information which must be submitted in each proposal.

Tab A - Company Ability, Background and Structure

The Proposer will provide a brief, concise history and description of its company including, but not limited to, the number of years in business, number of employees and number of years of experience working with county governmental entities. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's staff technical capabilities
- Training and experience (list all certifications)
- Capacity and Plan for transition between current legal firm and the proposer's firm
- Ability to acknowledge all requests from the county within thirty (30) minutes
- Describe the proximity of the primary contract office to the Dawson County Government building located at 25 Justice Way, Dawsonville, GA 30534
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide
- Indicate whether your firm currently represents, or has represented any client where representation may conflict with your ability to serve as Counsel for Dawson County.

Tab B – Company Experience and Past Performance

Proposers must submit at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five (5) years not including Dawson County references. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

Proposers should take care to point out if it was designated the county attorney of contracted for a specific purpose during the references provided as well as being contracted with multiple local government entities in the role of county attorney simultaneously.

The following information for each reference shall be listed:

- Name of government or private entity
- Address
- Contact person with title
- Phone number of contact person
- Email (highly recommended and preferred method)
- Dates of service
- Range of services
- Past performance on contracts and other accomplishments

The proposal should outline the ability to provide expert guidance with the current Federal, State and Local guidelines and regulations as they relate to a local governmental entity.

The proposal will address how the firm has previously handled the review and re-write on local ordinances, policies, procedures with special attention towards zoning appeals and litigation.

The proposal will identify the training course titles provided to local governmental entities and provide contact information for those local governmental entities.

Tab C - Qualifications of Key Team Members

Identify and include qualifications of key staff who would be assigned to work on the scope within this RFP. Include an organizational chart specifically for this project that depicts how the staff would be structured to perform details herein. Proposers must have qualified and trained staff to successfully complete the contract requirements. At a minimum, the organizational chart shall identify the responsibilities, structure, and lines of authority between and among the Proposer and any Sub-contractor entities required to be named. The Proposer shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

The information shall be brief and include the following:

- Identification, qualifications and experience of all persons to be assigned to the County project team organization; and the assignments of responsibilities and level of experience by site position
- Identification and qualifications of any key team members, including resumes of individual or the firm, as applicable. Resumes shall include the name and address of the contracting entity that is familiar with the work of each team member. The resume should include relevant academic training and degrees, description of prior experience in law areas described in the scope of work, number of years with the firm, areas of responsibility with the firm and other background or experience which may be helpful in evaluating your proposal.
- If specialty attorney(s) or additional resources are available through your firm (in addition to the named team) to meet special or unusual needs, please briefly identify such individuals, specialties, and resources.

- Provide information regarding the number of paralegals by their specialties and the number and position titles of support personnel; specifically, those who may be providing services to Dawson County.
- The County requires that the assigned lead attorney has at least five (5) years of practical experience fulfilling the scope of work of the same size project. The project lead attorney will be assigned to Dawson County for the duration of the project.
- All personnel assigned to the project will be subject to the approval of the County and will be removed from this project by the Proposer upon written recommendation of the County's contract contact. Additionally, the Proposer shall notify the County's contract contact in writing of all changes in supervision or key personnel. The notice shall include the reason for the change and provide a plan for immediate replacement.
- Attach any applicable licenses and certifications the Proposer feels appropriate for this project.
- Identify whether attorney is certified in county, municipal and local government law, the attorney's professional ratings and/or recognition in the legal community for professional achievement, recognition or extraordinary participation in Georgia Bar, Federal Bar, American Bar Association, local bar associations or professional practices committees, or ratings by other nationally recognized systems.
- Provide detail on the attorney's employed at the law firm's demonstrated experience in representation of counties, cities, special districts, and other governmental entities and the relationship between the attorney and law firm and the identified entity, including:
 1. Past record of performance for entities described in the above paragraph
 2. Experience in preparation and drafting of ordinances and advising governmental entities on revision of ordinances, codes or charter issues
 3. Attendance at governmental board meetings or County Commission meetings
 4. Knowledge of public finance
 5. Knowledge and practice in the area of land use, zoning, real property, and community development issues, including growth management and comprehensive plan amendments
 6. Representation of entities in litigation
 7. Experience or practice in advising entities on public records law, and practice and procedures before local government, legislative, and quasi-judicial bodies
 8. Location and availability to County staff
 9. Depth of firm and ability to provide comprehensive services
 10. Experience of county law practice as a County Attorney
 11. Whether the attorney is in good standing of the Georgia Bar, and if so, the date of admission

12. The area of practice concentration relative to the area of service required by the county, including experience in county law
13. Describe what services of the County Attorney are performed those attorneys that would be assigned to this contract and other represented public entities

Tab E - Approach to Scope of Work

Referencing the Scope of Work in Section D, provide a detailed approach to fulfill the requirements of this RFP.

The proposer shall provide their interpretation of what is required to meet the needs of the County. The proposer will use this document, their knowledge and experience to develop their understanding of this project. The proposer is urged to develop scenarios or examples to fully explain their position, without divulging the actual names of those involved.

At a minimum, proposals must address:

- A description of the firm's organizational approach to the scope of work.
- This portion of the proposal shall state how the firm proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final projects will be organized, formatted and presented.
- A description of the firm's understanding of the scope and challenges of the scope of work.
- Proposal shall illustrate (through examples of relevant experiences in similar projects) how the firm will successfully maintain an effective line of communication throughout the process.
- Address all tasks in the scope of work, providing detailed information on all work tasks required to complete the project within the reasonable period.
- Summary description of assurance program.
- Identification of code compliance concerns and plan for interaction with code officials.

The County welcomes innovating suggestions and recommendations from firms that will ensure a successful service approach.

Tab F - Financial Stability

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- If a public company, include a recap of the most recent audited financial report.
- If a private company, provide a recap of the most recent internal financial statement and a letter, on the financial institution's letterhead, stating financial stability.

Tab H - Business Litigation

Disclose any involvement by the individual/firm or any officer or principle in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition of the case.

Tab I – Management Plan

Provide a management plan including an assessment of the availability of the attorney and other professional staff to be assigned to a contract to Dawson County. This includes availability of back-up attorneys in case of illness, turnover, or other loss of personnel. Indicate what procedures your firm would utilize to identify and resolve conflicts of interest.

Provide a statement of how the workload of Dawson County will be accommodated and what kind of priority it would be given. Be sure to address items outlined in the scope of services section. The proposal should expand upon each item and set forth the firm's approach/ability to carry out each activity. Include a description of the proposed allocation of work between the attorney(s) and support personnel identified (i.e. who will be the lead attorney and what work will be handled by junior partners, associates, or paralegals).

Tab J – Required Solicitation Forms

Proposers are to complete and attach all forms listed on the Proposer's Checklist and include in Tab J. This direction **excludes** the Price Proposal Form. Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered non-responsive bid. If the Proposer has an agreement for legal services it wishes to have reviewed and attached the professional services standard contract, please place a sample copy in the original proposal only under this tab.

Financial Proposal

Proposers are to use the Proposer's Price Proposal Form provided within this RFP. All costs to the Dawson County Government must be included on the Price Proposal Form that the firm will incur to complete all scope of services on an as-needed basis. **Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered a non-responsive bid.**

F. EVALUATION PROCESS

The County has structured a procurement process that seeks to obtain the desired results, which is to contract with the highest scored proposer while establishing a competitive process, to assure that each person is provided an equal opportunity to submit a technical proposal and a financial proposal in response to this RFP.

Proposals will be reviewed individually by the Review Committee for quality and completeness. This evaluation process will also serve to determine whether the proposer

has met the criteria described in this RFP. These proposals will then be scored in each of the following categories using the maximum point values listed in **Chart 2** below.

The cost evaluation will be ranked on one unit of measure per line item as listed on the Price Proposal Form. These costs will be totaled then applied to a formula to determine the Price score within the percentages listed below.

Company Background and Structure	18
Experience and Qualifications of Dedicated Staff	25
Project Understanding/Approach to Scope of Work	22
References	10
Management Plan	10
Price Proposal	15
Local Preference	Not applicable for this RFP Contract.
TOTAL POINTS	100

Chart 2

Presentations

The top-ranking firms *may* be invited to conduct oral interviews. If required, these presentations will be scheduled in advance and limited in time. Presentations will be conducted in Dawson County at a location to be determined. Independent scores compiled, during this phase of the evaluation by the RFP evaluators, will supersede the technical scores previously published for the Proposers selected to make an oral presentation.

Dawson County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Dawson County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive provider.

G. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email and directed to the Dawson County Purchasing Manager. All answers shall be communicated in the form of an addendum and posted on the County's website under the bid information; all individuals/firms responding to this RFP should check the website before responding to this RFP.
2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of

Commissioners also reserves the right to seek clarifications, to negotiate with any proposer submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver goods or services in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the Contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
6. By submitting a proposal, the proposer is certifying that they are not currently debarred from bidding on contracts by any entity of the State of Georgia or the Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any entity of the State of Georgia or the Federal Government.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Contractor shall comply with applicable federal, state, and local laws and regulations.
8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

H. BONDS

Bid Bond- **\$15,000.00**

Payment Bond – N/A

Performance Bond – N/A

I. FINAL SELECTION

Following review of all qualified proposals, selection of a suitable proposer, and preliminary contract negotiations, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete the Contract Documents to the awarded Contractor for execution.

The Dawson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every proposer submitting a proposal must complete the forms showing compliance with the **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90**. The forms are provided with this RFP package.

SECTION III – GENERAL TERMS

Definitions

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance

Formal action of the Owner in determining that the PC/construction crew's work has been completed in accordance with the contract and in notifying the Proposer in writing of the acceptability of the work.

Act of God

A cataclysmic phenomenon of nature, such as a hurricane, earthquake, or abnormal flood. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

Addenda

Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project by addition, deletion, clarification or corrections.

Bid

Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder

Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work.

Contract

The writings and drawings embodying the legally binding obligations between the Owner and the Proposer for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

Contract Documents

The Contract, Addenda (which pertain to the Contract Documents), Proposer Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, Field Orders, and Drawing submittals.

Contract Price

Amount payable to the Contractor under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price proposals multiplied by the estimated quantities set forth in the proposal form.

Contract Time

Number of calendar days stated in the contract for the completion of the work or portions thereof.

Contractor/Contractor

The individual, partnership, corporation, or combination thereof, including joint ventures that enter into the contract with the Owner for the performance of the work. The term covers Sub-contractors, equipment and material suppliers, and their employees.

Contract Technical Representative

The day-to-day County Representative designated by the Owner.

County
Owner

County Employee

An employee of Dawson County subject to its personnel policies

Contractor

The successful Proposer(s)

Day

Calendar day.

Direct

Action of the Owner by which the Contractor, to include Team, is ordered to perform or refrain from performing work under the contract.

Directive

Written documentation of the actions of the Owner in directing the Contractor and/or Team.

Fee

A dollar amount inclusive of all Proposer's Costs (overhead, insurance, labor, equipment, advertisements, etc.) general & accounting and profit charged for a specific service(s).

Furnish

To deliver to the job site or other specified location any item, equipment, or material.

Herein

Refers to information presented in the project manual.

Holidays

Legal holidays designated by the Owner.

May

Refers to permissive actions.

Owner

Commissioner of Roads and Revenue Dawson County, Dawson County Board of Commissioners, Dawsonville, Georgia.

Person

The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Principal

Any officer or director of the proposing organization, and any person, firm, corporation, partnership, joint venture, or their entity, who or which own or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture.

Project

The undertaking to be performed under the provisions of the contract.

Proposal

An offer or statement of a price and project description in response to a request for materials or services to be rendered to the County or its employees

Proposer

Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has submitted a bid which conforms in all material respects to the requirements set forth in the RFP

Provide

Furnish and install, complete in place.

Shall

Refers to actions by either the CONTRACTOR or the Owner and means the CONTRACTOR or Owner has entered into a covenant with the other party to do or perform the action.

Specifications

That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship. Titles of sections and paragraphs in these Contract Documents are introduced merely for convenience and shall not be taken as a complete segregation of the various unites of materials and labor.

Specify

Refers to information described, shown, noted or presented in any manner in any part of the contract.

Will

Refers to actions entered into by the CONTRACTOR or the Owner as a covenant with the other party to do or to perform the action.

Work

The labor, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the contract.

Royalties and Patents

The Prime Contractor shall pay all royalties and license fees and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of the patent rights or copyrights held by others. He shall defend all suits or claims for infringement of any patent rights and shall hold harmless the Owner, its officers, employees, and agents from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Owner and properly installed by the Prime Contractor pursuant to the manufacturer's specifications.

Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

Bonds

The Contractor shall furnish a bid bond with good and sufficient surety or sureties acceptable to the Owner for the protection of persons furnishing materials or labor in connection with the performance of the work. The penal sum of such bond will be \$15,000.00. The bond required hereunder will be dated as of the same date as the contract and will be furnished to the Owner at the time the contract is executed. This bond shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent, and shall have proper Power of Attorney evidencing the authority of the individual signing the bond. Included with the Bond shall be a signed Affidavit on the form provided herewith.

Out of state contractors shall post a bond with the State Tax Commissioner for each tax year during construction of the project to guarantee payment of taxes on the work of this Contract.

Contractor's Insurance

A. Liability

The CONTRACTOR shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them.

Certificates of Insurance indicating that the successful proposer has obtained such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar day notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The CONTRACTOR shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

B. Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the CONTRACTOR shall indemnify and hold harmless the County and the Officers, Directors, Employees, Agents, and other Contractors of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of Engineer/Architects, architects,

attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the A & E, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The successful Bidder shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

***The limits of insurance are as follows:**

- a) General Liability Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;
- b) Automobile Insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as will protect potential bidder or offerer from Workers' Compensation Acts.
- d) Professional Liability Insurance of at least One Hundred Thousand (100,000) Dollars per claim and Five Hundred (500) Aggregate.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all claims or liens arising out of this Contract and an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if any Sub-contractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay on discharging such a lien, including all costs and a reasonable attorney's fee.

Assignment

The Owner shall have the right to reject the assignment or sub-letting of any portion of the Contract by the Contractor. Assigning or sub-letting the Contract shall not relieve the Contractor or his surety from any Contract obligations.

Joint Venture Contractor

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request, or any communication required to be or that may be given by the Owner to the Contractor under this contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request, or other communication given by any one of such persons to the Owner under this Contract shall also be given to the Owner and shall be deemed to have been given by and shall bind all persons being the Contractor.

Successors' Obligations

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the Contract Documents shall be read and held as made by and with, and granted to an imposed upon, the Contractor and the Owner and their respective heir, executors, administrations, successors and assigns.

Business License

Contractors and Sub-contractors shall have a current Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the Owner.

Obligations and Liability of the Contractor

The Contractor shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Owner, and in accordance with the Specifications herein mentioned, at the prices herein agreed upon and fixed therefore.

All the work labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the directions of the Owner as given from time to time during the progress of the work, under the terms of this contract.

The Contractor shall coordinate his operations with those of any other Contractors who may be employed on other work of the Owner and shall avoid interference therewith and cooperate in the arrangements for storage of materials.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Contractor

shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, employed by the Owner either to discover or to bring to the attention of the Contractor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Contractor as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that any one, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Contractor against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the contract. No requirement of this contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions of the contract for changes in the work.

Responsibilities of the Contractor

A. Sub-contractors

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of Sub-contractors and their employees.

B. Proposer Employees

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

C. Payment for Labor and Materials

The Contractor shall pay and require his Sub-contractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments, and other wage and salary deductions required by law. The Contractor also shall pay and cause his Sub-contractors to pay any and all accounts for services, equipment, and materials used by him and his Sub-contractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner.

D. Attention to Work

The Contractor, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully.

E. Employee Safety

The Contractor alone shall be responsible for the safety of his and his Sub-contractor's employees. The Contractor shall perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

F. Public Safety and Convenience

The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways, and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

G. Cooperation with the Debris Management Contractor

The Contractor, when requested, shall assist the Debris Management Contractor in obtaining access to work which is to be inspected. The Contractor shall provide the Debris Management Contractor with information requested in connection with the inspection of the work.

Compliance with Laws

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Owner in writing.

He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any Sub-contractor.

Ownership of Documents

All copies thereof furnished to the Owner may be reused on other work. All models are the property of the Owner.

Reference Standards

Reference to the Standards of any technical society, organization or association or to codes of local or state authorities, shall mean the latest standard, code, specifications, or tentative standard adopted and published at the date of taking proposals, unless specifically stated otherwise.

Rights of Various Interests

Wherever work, being done by the Owner's forces or by other Contractors, is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

Separate Contracts

The Owner reserves the right to let other Contracts in connection with this work.

Sub-contractors

The Contractor shall notify the Owner in writing of the names and addresses of all proposed Sub-contractors for the work at the first meeting with the Owner. Sub-contractors, or their sub-contractors, will not be recognized as having a direct relationship with the Owner but, will be considered employees of the Contractor and their work shall be subject to the provisions of the contract. A Sub-contractor for any part of the work must have experience on similar work and, if required, furnish the Owner with a list of projects and the entities who are familiar with their competence.

Authority of Contractor

Contractor Representative

The Contractor shall notify the Owner in writing of the name of the person who will act as the Contractor representative and shall have the authority to act in matters relating to this contract. This person shall have authority to carry out the provisions of the contract and to supply materials, equipment, tools and labor without delay for the performance of the work.

Procedures

The Contractor shall supervise and direct the work, along with the Owner. He has the authority to determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the contract, a means, method, technique, sequence or procedure for the construction of that item of work.

Authority of Contractor

The Contractor will be the initial interpreter of the requirements of the Contract Documents in conjunction with the Owner to the construction crew and shall review the work for acceptability of the work thereunder. Neither the Contractor's authority or responsibility under the Contract Documents nor any decision made by Contractor in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility of Contractor shall give rise to any duty owed by Contractor to any Sub-contractor, any Supplier any other person or organization, or to any surety for employee or agent of any of them.

Owner-Contractor Coordination

Service of Notice

Notice, order, direction, request or other communication given by the Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of his office, clerks or employees or posted at the site of any work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Proposer last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor two days after the day of mailing. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the County Technical Representative.

Cooperation

The Contractor shall afford the Owner, other Sub-contractors and their employees, reasonable cooperation and shall arrange his work in such a manner as to not interfere with the activities of the Owner or of others upon the site of the work. The Contractor shall promptly make good any injury or damage that may be sustained by other Contractors or employees of the Owner at his hands. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others.

Differences or conflicts arising between the Contractor and others employed by the Owner or between the Contractor and the works of the Owner with regard to their work, shall be submitted to the Owner for his review of the matter. If the work of the Contractor is affected or delayed because of any act or omission of other Contractors or of the Owner, the Contractor may submit for the Owner's consideration, a documented request for a change order.

Quality

The CONTRACTOR is ultimately responsible for all work of all employees and sub-contractors for this project.

Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex or national origin. This provision shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or their forms of compensation, and selection for training, including apprenticeship.

Emergencies

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Owner, hereby permitted to act at his discretion to prevent such threatening loss, damage or injury. He shall also act, without appeal, if

so authorized or instructed by the Owner. The Contractor shall supply the Owner with two (2) emergency phone numbers for contact per each working day in the event of an emergency.

Compensation

Any compensation claimed by the Contractor due to emergency work shall be subject to reviewed approved by the Owner if payment is to be made by the Owner.

Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the work. The Contractor shall proceed with the work, as changed and the value of any such extra work or change shall be determined as provided in the Agreement, and the contract sum adjusted accordingly. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Disputes Resolution

All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, this contract or the breach therefore, shall be tried before a jury trial, unless otherwise stipulated between the parties. Any legal proceeding arising out of, or relating to, this agreement shall include, by consolidation, joinder or joint filing, any additional person or entity to the final resolution of the matter in controversy.

The Contractor hereby further agrees that, should any Sub-contractor or supplier to the Contractor file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Contractor, then the Contractor shall indemnify and hold harmless the Owner, its employees, agents, and representatives, its employees, agents, and representatives from any and all costs incurred to include legal costs and attorney's fees and payment of any judgment against the Owner.

Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the Contractor agrees to pay the Owner all reasonable costs, charges, expenses and attorneys' fees expended or incurred therein.

Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration.

The Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the Contract shall be brought in any count in Dawson County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Dawson County, and irrevocably waives any

claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Laws of Georgia

This Contract shall be governed by the Laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

-End of This Section-



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
VENDOR'S CHECKLIST**

Company Name: _____

Please indicate you have completed the following documentation; and submit them in the following order.

YES	ITEM DESCRIPTION
<input type="checkbox"/>	Vendor's Information Form
<input type="checkbox"/>	Vendor's Price Proposal Form
<input type="checkbox"/>	Vendor's Reference Form
<input type="checkbox"/>	Execution of Proposal Form
<input type="checkbox"/>	Drug-Free Workplace Affidavit
<input type="checkbox"/>	Addenda Acknowledgement Form and Any Addenda Issued
<input type="checkbox"/>	Proposer's Certification and Non-Collusion Affidavit
<input type="checkbox"/>	Georgia's Security and Immigration Compliance Act Affidavit
<input type="checkbox"/>	Contractor Affidavit
<input type="checkbox"/>	Subcontractor Affidavit (if applicable)
<input type="checkbox"/>	Bid Bond Form and Surety Bid Bond
<input type="checkbox"/>	Equal Employment Opportunity (EEO) Practice Form
<input type="checkbox"/>	Legal and Character Qualifications Form
<input type="checkbox"/>	Local Small Business Initiative Affidavit (if applicable)
<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	Completed W-9
<input type="checkbox"/>	Copy of Valid Business License
<input type="checkbox"/>	Copy of Any Certificates/Licenses Required within Solicitation
<input type="checkbox"/>	SAVE Affidavit

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
PROPOSER'S INFORMATION FORM**

1. Legal Business Name _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business: _____ State of Registration: _____
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: _____
6. Primary Contact _____
7. Phone _____ Fax _____
8. E-mail _____
9. Company Website _____
10. Has your company ever been debarred from doing business with any federal, state or local agency? Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM
THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
PROPOSER'S PRICE PROPOSAL FORM**

COMPANY NAME: _____

Proposer to provide a sliding scale based on the number of meals, including costs for all materials, labor and equipment needed to complete the Scope of Work.

ITEM DESCRIPTION	UNIT OF MEASURE	TOTAL COST
GENERAL LEGAL SERVICES		
PARTNER ATTORNEY(S)	PER HOUR	
ASSOCIATE ATTORNEY(S)	PER HOUR	
PARALEGAL STAFF	PER HOUR	
ADMINISTRATIVE STAFF	PER HOUR	
LITIGATION SERVICES		
PARTNER ATTORNEY(S)	PER HOUR	
ASSOCIATE ATTORNEY(S)	PER HOUR	
PARALEGAL STAFF	PER HOUR	
ADMINISTRATIVE STAFF	PER HOUR	
BOND COUNSEL SERVICES		
PARTNER ATTORNEY(S)	PER HOUR	
ASSOCIATE ATTORNEY(S)	PER HOUR	
PARALEGAL STAFF	PER HOUR	

ADMINISTRATIVE STAFF	PER HOUR	
MISCELLANEOUS CHARGES		
COPY COST	PER COPY	
IN-HOUSE RESEARCH COST	PER HOUR	
OUT-OF-HOUSE/PLAN RESEARCH COST	PER HOUR	
OTHER COSTS		

- Proposers must attached applicable licenses and certifications
- All costs incurred by the Proposer must be included in the Price of Project for the total scope of work as listed in this RFP.

Authorized Signature

Title

Print Name

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
PROPOSER'S REFERENCE FORM**

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____ Title _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____ Title _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____ Title _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
EXECUTION OF PROPOSAL**

DATE: _____

The potential CONTRACTOR certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential CONTRACTOR has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential CONTRACTOR agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

_____ Date
Authorized Signature

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
DRUG FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of:

Whose address is:

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the PROPOSER employees during the performance of the contract; and,
3. Each Sub-contractor hired by the CONTRACTOR shall be required to ensure that the Sub-contractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that Sub-contractor the following written certification: "As part of the subcontracting agreement with

_____ ,
_____ certifies to the CONTRACTOR that a drug free workplace will be provided for the Sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
ADDENDA ACKNOWLEDGEMENT**

The proposer has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Proposers must acknowledge any issued addenda. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY** was issued except: 1) through the Purchasing Department, 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Dawson County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-contractor(s) for the physical performance of services pursuant to the contract with the Dawson County Board of Commissioners, Contractor will secure from the Sub-contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-contractor Affidavit and shall provide a copy of each such verification to the Dawson County Board of Commissioners at the time the Sub-contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND INCLUDE IN RESPONSE



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Proposer Name:	
County Solicitation/ Contract No.:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-contractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such Sub-contractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Sub-contractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the Sub-contractor(s) is retained to perform such service.

EEV / E-Verify Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Proposer Name:	
County Solicitation/ Contract No.:	

ADDITIONAL INSTRUCTIONS TO Contractor: Identify all Sub-contractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the Sub-contractors listed below. The Contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new Sub-contractor used to perform under the identified County contract.

Proposer Name:	
Sub-contractors:	



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Proposer Name:	
Sub-contractor's (Your) Name:	
County Solicitation/ Contract No.:	

SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Sub-contractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify Number

BY: Authorized Officer or Agent
(Sub-contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

EEO Plan: The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Proposer Programs: The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

Does the Proposer have the above EEO policy in place?	Y	N

If the answer to the above is no, will the Proposer have such a policy in place prior to commencing work on this project?	Y	N

Statement of Assurance: The Proposer herein assures the County that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

Firm's Name

Authorized Signature

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY
LEGAL AND CHARACTER QUALIFICATIONS**

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers'		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

		Y	N
	Has the proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Principals: The full names and addresses of persons or parties interested in the foregoing bid, as principals, are as follows:

NAME

ADDRESS

References: The Bidder lists below work he has done of similar nature as this solicitation, as references that will afford the County opportunity to judge as to experience, skill, business standing, and financial ability.

**CONTACT
PERSON**

TITLE

**PHONE
NUMBER/EMAIL**

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



Dawson County Board of Commissioners
“VOLUNTARY” Title VI Statistical Data Form

Used for Government Monitoring Purposes

Dawson County Board of Commissioners is committed to broad-based competition on all proposals. We are gathering the following information for recordkeeping in compliance with federal regulations. All information will be considered strictly private and confidential and will be used for Title VI of the Civil Rights Act of 1964 purposes only. Your responses are strictly voluntary and will help in developing and monitoring nondiscrimination enforcement programs. This form is not part of the bid document and has no emphasis on decision of award, if you prefer not to reply that is acceptable. **Failure to complete this form will not affect your chances of award.** Your cooperation is appreciated.

Instruction for submission: DO NOT INCLUDE WITH BID PROPOSAL. Form should be submitted separately in a non-identifying envelope addressed to the Dawson County Purchasing Department, 25 Justice Way, Suite 2223, Dawsonville, GA 30534. Please write in bid name and number for project tracking purposes.

RFP #360-19 LEGAL SERVICES FOR DAWSON COUNTY

Please place an “X” on the line that apply

Owner Gender: Male Female
 Owner Race/Ethnicity: White/Caucasian Hispanic or Latino
 Black or African American American Indian or Alaska Native
 Native Hawaiian or Asian
 Other Pacific Islander Two or More Races

Disability: Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities (2) has a record of such impairment; or (3) is regarded as having such impairment.

Yes No

Minority Owned Business: Yes No

Disadvantaged Business Enterprise (DBE) Company? Yes No

Number of Employees: _____

Staff Race/Ethnicity Make-up: White/Caucasian Hispanic or Latino
 Black or African American American Indian or Alaska
 Native Hawaiian or Asian
 Other Pacific Islander Two or More Races

Dawson County Government is committed to serve the public efficiently, preserve our heritage, safeguard the environment, protect citizens and improve the quality of life.

CONTRACT NUMBER: 360-19

SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND CONTRACTOR

RFP #354-19 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER

This Agreement is made and entered into this _ day of, by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and, (hereinafter referred to as the "Contractor") under seal for all professional services called for in the Dawson County **Request for Proposal #360-19 Legal Services for Dawson County**; and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Contractor agree to perform in accord with the terms of this Agreement.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, the **Request for Proposal #360-19 Legal Services for Dawson County** and all addenda, all Change Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Scope of Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the work; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other work without the Owner's prior written authorization.

1.7 Unobligated Funds

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

ARTICLE II

CONTRACT DEFINITIONS

The following terms shall have the following meanings whether in the singular or in the plural:

2.1 Agreement Execution. The Agreement Execution means the date both parties execute this Agreement.

2.2 Contract. The word contract has the identical meaning as the word Agreement.

2.3 Contract Documents. The contract documents consist of this Agreement between the County and the Contractor, the request for proposals, addenda issued before the execution of this Agreement, the Contractor's statement of proposal and required response forms, change orders and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

2.4 Contract Price. The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Contractor pursuant to a change work order or a supplemental Agreement.

2.5 Contract Time. The contract time means the period of time stated herein for completion of work.

2.6 Cost of Work. The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of work or any change work order.

2.7 County. The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

2.8 Deliverables. Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Contractor identified in the scope of work as deliverable to the County.

2.9 Drawings. The drawings, if any, shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

2.10 Liaison. Liaison means the representative of the County who shall act as a liaison between the County and the Contractor for all matters pertaining to this Agreement including review of Contractor's plans and work.

2.11 Multi-year Contract. Multi-year contract means a contract for the purchase of supplies or services for more than one (1), but not more than five (5), fiscal years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the Contractor if appropriations are not made.

2.12 Project. Project means a task or set of tasks assigned pursuant to the Scope of Work and/or a Change Work Order.

2.13 Specifications. Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

2.14 Sub-contractor. A sub-contractor means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Contractor or Contractor's sub-contractors to provide part of the work required by a change work order.

2.15 Change Work Order. A Change Work Order shall mean a written order to the Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

2.16 Work. The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Contractor under this Agreement or change work order.

2.17 Term of Agreement. Term of Agreement means a fixed duration that the contract will be in effect. The signing parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract or if the contract is terminated as specified herein.

ARTICLE III

THE WORK

3.1 Scope of Work

3.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with scope of service, amendments and the Contractors response to the RFP document and in accordance with the with the terms of this agreement.

3.1.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: design of the whole or a designated portion of the Project; furnishing of any required insurance; provision of required certifications and documentation of

associated testing results, if required in the RFP; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described in Exhibit "A":

ARTICLE IV

CONTRACT TIME

4.1 Time and Liquidated Damages

4.1.1 The Contractor shall complete the work within time specified in the RFP upon receipt of the notice to proceed.

4.1.2 The Owner reserves the right to insert a liquidated damages provision in any change work order.

4.2 Substantial Completion

4.2.1 "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

4.3 Time is of the Essence

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

5.1.1 The Owner shall pay the Contractor the fee calculated in accord with "Exhibit B" and set forth in the project specified within as the Fee Proposal for RFP. The Contractor and Owner shall periodically review project progress and schedules to insure timely completion of work and to determine the status of the estimated project budget.

5.2.1 The Contractor agrees that the Contractor shall not be compensated for customary overhead items that are not referenced within "Exhibit B". The parties agree that the Owner shall review and approve any proposed billing rate adjustments of the Contractor before any such billing rate adjustments shall be implemented.

ARTICLE VI

PERSONNEL OF THE CONTRACTOR

6.1 Personnel

6.1.1 The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the Owner.

6.1.2 The Contractor hereby agrees to replace any personnel or sub-contractor at no cost or penalty to the Owner, if the Owner reasonably determines that the performance of any personnel sub-contractor is unsatisfactory.

6.2 Personnel, Sub-Contractors and Suppliers

6.2.1 *Terms of Subcontracts.* All sub-contracts and purchase orders with sub-contractors shall afford Contractor rights against the sub-contractor that correspond to those rights afforded to the Owner against the Contractor in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the Owner and any sub-contractor of the Contractor, and the Contractor shall insert a provision to this effect within all sub-contracts between the Contractor and any sub-contractor.

6.2.2 The Contractor shall remain responsible to the County for all acts, defaults, omissions or negligence of the Contractor's sub-contractors and suppliers. At the term of this Contract, the Contractor shall submit Exhibit "C" to the Purchasing Manager.

6.3 Notice of Personnel Changes

6.3.1 The Contractor key personnel identified within the statement of qualifications/proposal as submitted with Contractor's Technical Proposal shall not be changed or substituted without the prior written approval of the Owner.

ARTICLE VII

PAYMENT TO THE CONTRACTOR

7.1 Payment

7.1.1 The Owner shall pay to the Contractor on the basis of an executed task work order, and all invoices submitted by the Contractor shall be detailed to reflect the hours per task by personnel category and employee name at the billing rates referenced in "Exhibit B" and incorporated herein by reference. The billing rate shall include any other direct expenses. The Contractor shall not be entitled to payment for overtime. Invoices shall be paid per Owner policies and procedures, which is typically 30 calendar days from receipt. If any dispute arises regarding an invoice, then the Contractor may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Contractor of the work, the Owner shall pay the Contractor all outstanding invoices. The Contractor agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Contractor resulting from such change work order and project.

7.1.2 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other

encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Sub-Contractor out of the amount paid to the Contractor on account of such Sub-Contractor's work, the amount to which such Sub-Contractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Sub-Contractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Sub-Contractor as joint payees.

7.1.3 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

7.2 Withheld Payment

7.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because of:

- a) Claims of third parties against the Owner;
- b) Failure by the Contractor to pay Sub-Contractors or others in a prompt and proper fashion;
- c) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- d) Evidence that the work will not be completed in the time required for substantial or final completion;
- e) Persistent failure to carry out the work in accordance with the Contract; or
- f) Damage to the Owner or a third party to whom the Owner is, or may be, liable

7.3 Completion and Final Payment

7.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Contractor will return Exhibit "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

7.3.2 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment, as attested to in Exhibit "C".

ARTICLE VIII

THE OWNER

8.1 Information, Services and Things Required From Owner

8.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

8.2 Right to Stop Work

8.2.1 If the Contractor fails or refuses to perform the work in accordance with this Contract, the Owner may order the Contractor to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Contractor shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

8.3 Owner's Right to Perform Work

8.3.1 If the Contractor's work is stopped by the Owner under Paragraph 8.2 and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Contractor shall pay the difference to the Owner.

8.4 Suspension and Termination

8.4.1 If the County directs a suspension of performance because of no fault of the Contractor, then the County agrees to pay the Contractor as full compensation for such suspension the Contractor's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

8.4.2 If the County lifts the suspension of performance, then the County shall notify the Contractor in writing, and the Contractor shall promptly resume performance of the work order unless the Contractor has exercised its right of termination.

ARTICLE IX

THE CONTRACTOR

9.1 The Contractor shall perform the work strictly in accordance with this Contract.

9.2 The Contractor shall supervise and direct the work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, Sub-Contractors, and others engaged in the work on behalf of the Contractor.

9.3 Warranty

9.3.1 The Contractor warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise

permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective. The Contractor shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Contractor's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

9.4 The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

9.5 Cleaning the Site and the Project

9.5.1 The Contractor shall keep the site reasonably clean during performance of the work as stipulated in the RFP document. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

9.6 Access to Work

9.6.1 The Owner and the Project Manager shall have access to the work at all times from commencement of the work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

9.7 Indemnity

9.7.1 The Contractor hereby agrees to indemnify and hold the County harmless to the fullest extent permitted by law from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including without limitation reasonable attorneys' fees and expenses in connection with the Contractor's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Contractor, Sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) the breach by the Contractor of any material provision of this Agreement.

9.7.1.2 The Contractor shall initiate a Notice of Claim or dispute against the Owner arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice submitted to the Owner. Such written notice shall be received by the Owner no later than seven (7) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Contractor hereby agrees and acknowledges that if the Contractor fails to provide written notice of a claim as set forth herein, then such failure shall constitute a waiver of any claim for additional compensation or time extension related thereto. In claims against any person or entity indemnified under this Paragraph 9.7 by an employee of the Contractor, a Sub-Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE X

CONTRACT ADMINISTRATION

10.1 Administration

10.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

10.1.2. The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all site work.

10.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

10.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

10.1.5 The Owner's Representative will review the Contractor's Applications for Payment and will certify those amounts then due the Contractor as provided in this Contract.

10.1.6 The Owner's Representative, shall, upon request from the Contractor, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

10.2 Claims by the Contractor

10.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner at the attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

10.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 9.7 shall be reflected by a Change Order executed by the Owner and the Contractor.

ARTICLE XI

CHANGES IN THE WORK

11.1 Changes Permitted

11.1.1 *County's Right to Order Changes.* The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any change order shall mean a written order to the Contractor executed by the Owner issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature

required as authorization. All Change Orders must be processed by the County Purchasing Manager on the issued Project Purchase Order for record.

11.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

11.2 Change Order Defined

11.2.1 Change Order shall mean a written order to the Contractor executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

11.3 Changes in the Contract Price

11.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 11.3.2 below. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

11.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 11.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1.

12.1.3 The Contractor may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Contractor shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Contractor must work to extend beyond the effective date of termination.

12.2 Termination by the Owner

12.2.1 *for Convenience*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

12.2.1.2 The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (b) below.

(a) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(b) Absent agreement of the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

- i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
- ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

- iv. The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.3.2 *for Cause*

12.3.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Sub-Contractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

12.3.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.3.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Contractor's Insurance Requirements

13.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability in an amount equal to One Million (\$1,000,000.00) Dollars; Automobile Insurance in an amount equal to Five Hundred Thousand (\$500,000) Dollars; Professional Liability Insurance in an amount of One Hundred Thousand (\$100,000.00) per claim and Five Hundred (\$500.00) aggregate.

13.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of all Insurance as required by Paragraphs 13.1.1, 13.1.4 and 13.1.5.

13.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

13.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

13.1.5 The Contractor shall maintain in full force and effect at all times during the Contract period all other Professional Insurance policies as required in the RFP document.

13.1.6 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

ARTICLE XIV

MISCELLANEOUS

14.1 Governing Law

14.1.1 The parties agree that this Agreement shall be construed with and is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.3 Severability

14.3.1 The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

14.4 Merger

14.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

14.5 Confidential Information

14.5.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be

instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided.

All documents and materials prepared pursuant to the RFP and this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

14.6 Litigation and Arbitration

14.6.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

14.7 Condition Precedent – Litigation

14.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Contractor hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Contractor shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

14.8 Term of Agreement

14.8.1 This Agreement shall commence on the 1st day of January, 2020 and shall terminate on 31st day of December, 2020 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor may not request any price increase during the active contract term. Any increase must be requested at time of contract renewal. The County reserves the right to deny price increase requests. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days' notice of the intent not to renew the terms thereof.

14.9 Multi-year Contract

14.9.1 This Contract and Agreement shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed.

14.9.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

14.10 Notices

14.10.1 Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

Owner: Contractor:

Dawson County Board of Commissioner

Attn: Melissa Hawk Attn:

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Phone: 706-344-3500 ext. 42223

Email: mhawk@dawsoncounty.org

-Signature Page to Follow-

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

OWNER:
DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: County Clerk

Title: _____

EXHIBIT "A"
SCOPE OF WORK

- End of Exhibit "A" -

EXHIBIT "B"
PROJECT PRICE PROPOSAL FORM

-End of Exhibit "B"

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

_____ this _____ day of _____,
20_____ appeared before me _____, a Notary Public, in
and for _____, and being by me first duly sworn states that all
sub-contractors and suppliers of labor and materials have been paid all sums due them to date for work
performed or material furnished in the performance of the contract between:

Dawson County Board of Commissioners and _____(Contractor), last signed
_____, 20___ for the RFP #360-19 Legal Services for Dawson County.

BY: _____

TITLE: _____

DATE: _____

Subscribed and sworn to before the _____ day of _____, ____

My commission expires on the _____ day of _____, ____

NOTARY PUBLIC
(Notary Seal)