



Dawson County Purchasing Department
25 Justice Way, Suite 2223
Dawsonville, GA 30534
Phone: 706-344-3500 x42223 Fax: 706-531-2728

FORMAL REQUEST FOR QUOTE – COMMISSION-REVENUE BASED

Service: **PARK CONCESSIONAIRES**

RFQ # **33-20**

Release Date: October 22, 2020

Dawson County Purchasing is issuing this formal Request for Quote to solicit services for the operation of park concessions and other related services for the Dawson County Parks and Recreation Department. A description of the Scope of Services is listed below. This contract is a commission-revenue based agreement.

The anticipated schedule for the Request for Quote is as follows:

Request for Quote Released	October 22, 2020
Pre-Submittal Mandatory Conference	None
Deadline for questions to Dawson County to mhawk@dawsoncounty.org	October 26, 2020, at 1:00PM
Deadline for Addenda emailed	October 29, 2020, at 1:00PM
Submittal deadline	November 3, 2020, at 10:30 AM
Tentative Award Date	November 6, 2020, by 5:00PM

Chart 1

There will not be a pre-submittal meeting for this RFQ.

Contact Person

Vendors are encouraged to contact Melissa Hawk, Purchasing Manager at (706) 344-3500 x42223, by fax at (706) 531-2728 or email mhawk@dawsoncounty.org to clarify any part of the Request for Quote requirements.

Vendors may not contact any elected official or other county employee to discuss the quote process or 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 vendor violating this provision.

Scope of Work

The successful vendor shall operate five (5) concession stands. Generally, no more than three (3) stands are open simultaneously. However, there may be exceptions spanning one (1) or two (2) weeks where sports may overlap as one sports season concludes and one sports season is beginning. In the event this occurs, an additional concession stand must be operational. The Vendor is also responsible for the operation of the concession stand at Veterans Memorial Park Pool during the summer.

The Vendor shall supply all equipment and staff necessary to effectively:

- Deliver high quality concession services in accordance with industry standards. Food service will meet all applicable federal, state and local guidelines, laws and regulations.

- Operate the park’s concession services using experienced and professionally trained personnel.
- Operate the park’s concession services in a cost-effective manner.
- Maintain an open, collaborative relationship with the administration and staff of the Dawson County Parks and Recreation Department.

SPECIFICATIONS

Concession Stands

- Concession stand(s) shall be open for all regularly scheduled games, including make-up games, play-off games and tournaments scheduled by the Dawson County Parks and Recreation Department.
- Concessions may be open for practices at Concessionaires’ discretion.
- The Vendor may not open concession stand(s) for any park or charity related fundraisers, unless requested by Dawson County Parks and Recreation Department.
- The Vendor is responsible for the operation of the concession stand at Veterans Memorial Park Pool during the summer.

Locations

The Dawson County Parks and Recreation Department has two (2) separate locations for concessions; Rock Creek Park and Veterans Memorial Park. Both are located within Dawson County.

Rock Creek Park is located at 445 Martin Road, Dawsonville, Georgia, 30534

Location of Concession Stand	Hours of Operation
Rec Center	Monday, Tuesday, Thursday: 6pm-10pm Saturday: 9am-4pm
2 Story	
T-Ball Fields	

Veterans Memorial Park is located at 186 Recreation Road, Dawsonville, Georgia, 30534

Location of Concession Stand	Hours of Operation
Gymnasium	Monday, Tuesday, Thursday: 6pm-10pm Saturday: 9am-4pm

The Vendor hereby agrees to abide by all rules, regulations, and ordinances regarding the use of Park property and the concession stands, including the prohibition of alcoholic beverages and tobacco products.

Product Specifications



The County seeks a variety of products to be sold by Concessionaires to meet the expectations of our staff and citizenry. Products sold should be of a high customer preference. Dated products must be replenished to maintain freshness.

Note: Sunflower seeds, bubblegum and peanuts are not to be sold during basketball season.

In an effort to promote healthy lifestyle choices, the Dawson County Parks and Recreation Department encourages proposers to provide several healthy food and drink options.

Routine Maintenance & Cleaning of Premises

- The Vendor shall be responsible for routine cleaning and housekeeping of food service preparation, service and storage areas.
- The Vendor must maintain standards of sanitation required by state and/or local regulations.
- The Vendor shall provide all cleaning supplies for the concession areas and equipment.
- The Vendor shall be responsible for properly removing trash after each day of use.
- The Vendor is responsible for turning out all lights before leaving the area at both parks.
- Dawson County shall perform facility inspections when deemed necessary, with or without advance notice to the successful vendor, and such inspections shall not interfere with operations.

Equipment & Damage

- The Vendor shall have the sole responsibility to maintain all equipment in all concession stands.
- The Vendor assumes full risk and responsibility for any loss, destruction or damages to the County's equipment.
- The Vendor shall be responsible for all damages and the cost of all repairs in the concession area if Vendor or agent is found negligent.
- Dawson County shall not be liable or responsible for damage or loss of equipment, food or beverage products owned by the Vendor or the agent/contractor/supplier of Vendor.
- The County shall take such measures, as is possible within existing policy, for protection against loss by pilferage or destruction.

The County Shall Provide

- The County shall provide extermination services.
- The County shall provide general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces.
- The County shall be responsible for providing the proper utilities (electricity) to concession stands. The Vendor shall be responsible for installing and connecting any necessary equipment to the utilities.
- The County shall not guarantee an uninterrupted supply of electricity except that it shall be diligent in restoring service following an interruption.
- The County shall not be liable for any losses which may result from the interruptions or failure of any utility service.

Permits & Licensing

- Concessionaires is no longer required to hold a valid Georgia Food Service Permit but for the purposes of maintaining the facilities, vendor must adhere to the standards set forth in permit guidelines. Visit www.georgiaeh.us under Food Service for more information.
- Successful vendor must hold a valid Business License at time of contract award and a copy must be filed.

Management Agent/Employees

- The Vendor shall appoint a main point of contact, or agent, who will routinely review and inspect operations and consult with the County on current and future services.
- The Vendor's agent shall be thoroughly familiar with all aspects of the contract and shall have full authority on the Vendor's behalf in any and all matters pertaining to the contract.
- All Vendors' employees must present a neat and clean appearance while performing under this contract.
- The Vendor and their employees and/or agents shall park motor vehicles only in a place(s) designated and/or approved by the contract administrator.
- Only authorized personnel shall be allowed to enter the concession stand(s). The Vendor shall limit access to those persons in their employ.
- The Vendor shall display signage in a conspicuous location at each concession stand showing naming the business which provides the concession services and contact information for complaints, questions or concerns.

Free Services

- The Vendor will not furnish free or discounted products to any individual(s) who utilizes the park concessions except for promotional purposes as approved in advance, in writing, by the County.

Revenue

- The Vendor is required to provide, as part of their response to this RFQ, the statement format that will be used to document monthly revenue. The ideal statement will itemize sales activity on a per stand basis detailing period of report, location, weekly and year-to-date revenue. Percentage paid should be based and reflected in this report.
- The report shall be arranged that the total revenue and commission due is clearly indicated.
- The Vendor shall make weekly payments to Dawson County by Friday of each week.
- The Vendor is responsible for maintaining audit requirements in its financial records.
- The Vendor shall agree to bear any and all loses sustained due to theft of monies and/or damage to its equipment while housed within County facilities.
- The Vendor is responsible for any and all taxes on property owned by the Vendor.
- Dawson County makes no warranty, either expressed or implied, of the annual sales potential to be realized from this contract.

Fundraisers

Concessions for fundraising events may not apply to this contract.

Pricing

- The Vendor shall include pricing for all beverage and food categories and should also include assumptions and recommendations regarding pricing options.
- The retail price of all products shall be determined by the Vendor. However, prices charged must be comparable to like items in the local market area.

Commissions

Proposals shall consist of a percentage of the gross sales (total prior to taxes), payable to Dawson County Parks and Recreation for facility use and utilities.

Current Provider

- The current Parks Concessionaires contract was awarded in 2018 to Leonardsnacks, Dawsonville, Georgia for a contract term of one (1) year, beginning in 2018, with the option of two (2) one (1) year options.

Subleasing

- The Vendor shall not sub-lease the facilities without written approval from Dawson County.
- Any party who sub-leases any concession facility shall abide by all terms set forth herein.

Administration

The project will be administered by the Dawson County Government with the Dawson County Facilities Department being the main point of contact for all questions during the term of the contract. The Dawson County Purchasing Department will be the main point of contact until a contract for services has been executed.

Contract Term

The initial term of a contract awarded as a result of this Request for Quote shall be from January 1, 2021 through December 31, 2021. The contract may be renewed according to the terms stated herein for two (2) additional one (1) year periods.

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.

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.

Miscellaneous

Price for Proposal: Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent.

Open Records: All materials submitted in connection with this Request for Quote will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, and the open records policies of Dawson County Board of Commissioners. All such materials shall remain the property of Dawson County and will not be returned to the respondent.

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/vendor from applicable sales taxes that may be required of them in relations to this project. Selected vendor will be provided with Dawson County’s Sales and Use Tax Certificate of Exemption number upon request.

Payment Terms: 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.

Business License Requirements: Successful vendor must hold a valid Business License at time of submission and a copy must be filed with the Purchasing Manager at time of submission. If awarded to an out-of-county vendor, that vendor must register their business license with the Dawson County Planning and Development Department within 10 days of executed contract. There are no fees associated with this registration. Note: Only the successful vendor needs to register with Dawson County Planning and Development Department.

Insurance: Selected vendor will be required to provide Dawson County with a Certificate of Insurance for liability, automobile 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. The insurance certificate must name Dawson County Government as an additionally insured.

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; and Workman's Compensation insurance should be as required by the State of Georgia.

Indemnification & Hold Harmless: All respondents to this Request for Quote 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 Request for Quote. The issuance of this Request for Quote 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 Request for Quote. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any vendor 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 Request for Quote 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 Request for Quote or otherwise.

Invoices: The Contractor must submit invoices for approval of payment to the Dawson County Tax Commissioners Office, Attn: 25 Justice Way, Suite, Dawsonville, GA 30533. Each invoice must list the materials actual cost in one column and the Contractor's allowed mark-up in a second column.

Final Selection: Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to Administration by the project representative. Following approval, the County will complete the contract process. The County 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.

-End of This Section-



**RFQ #33-20 PARKS CONCESSIONAIRES
VENDOR'S CHECKLIST**

Company Name: _____

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

ITEM DESCRIPTION

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Vendor's Checklist Vendor's |
| <input type="checkbox"/> | Information Form Vendor's |
| <input type="checkbox"/> | Price Proposal Form Vendor's |
| <input type="checkbox"/> | Reference Form |
| <input type="checkbox"/> | Addenda Acknowledgement Form and Any Addenda Issued |
| <input type="checkbox"/> | Drug-Free Workplace 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"/> | Local Small Business Initiative Affidavit (if applicable) |
| <input type="checkbox"/> | Proof of Insurance |
| <input type="checkbox"/> | Completed W9 |
| <input type="checkbox"/> | Copy of Valid Business License |
| <input type="checkbox"/> | Copy of Any Certifications Requested within Request for Quote |

Authorized Signature

Title

Print Name

Date

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



**RFQ #33-20 PARKS CONCESSIONAIRES
VENDOR'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 AS A PART OF YOUR PROPOSAL**



**RFQ #33-20 PARKS CONCESSIONAIRES
VENDOR'S PRICE PROPOSAL FORM**

Company Name: _____

Additional Information: _____

COMMISSION PERCENTAGE TO DAWSON COUNTY PARKS AND RECREATION	_____ %
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Quote valid for _____ days

Authorized Signature: _____ Date: _____

Title: _____

**ATTACH A LIST OF FOODS AND PRICES THAT WILL BE SOLD AT EACH CONCESSION
STAND**

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



**RFQ #33-20 PARKS CONCESSIONAIRES
VENDOR'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. Vendors may make additional copies of this form if providing background information regarding all previous/current Government accounts held.

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



**RFQ #33-20 PARKS CONCESSIONAIRES
ADDENDA ACKNOWLEDGEMENT**

The vendor has examined and carefully studied the Request for Proposals 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)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor'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



**RFQ #33-20 PARKS CONCESSIONAIRES
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 CONTRACTOR'S employees during the performance of the contract; and,

3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor 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 subcontractor'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



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

Contractor's 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 subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor 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 subcontractor(s) is retained to perform such service.

EEV / E-Verify™ Company Identification 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)**

Contractor's Name:	
County Solicitation/ Contract No.:	

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors 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 subcontractors 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 subcontractor used to perform under the identified County contract.

Contractor's Name:	
Subcontractors:	



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

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation/ Contract No.:	

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor 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™ Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor 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



**DAWSON COUNTY BOARD OF COMMISSIONERS
LOCAL SMALL BUSINESS
AFFIDAVIT OF ELIGIBILITY**

Complete form and submit with your bid. Incomplete forms may be rejected.

1. Legal Name of Firm _____
2. Mailing Address: _____ Physical Address (if different) _____

3. Year business was established in Dawson County: _____
4. Business License Number issued by Dawson County: _____
5. Number of Employees: _____
6. Average annual gross receipts for past three years: _____
7. Business Type (circle one): Corporation, Partnership, Sole Proprietorship
8. Does your business have more than one location in Dawson County? Yes No
If yes, specify the location(s): _____
Is your businesses' principal base of operations in Dawson County? Yes No
Does your business have any locations outside Dawson County? Yes No
9. If yes, please specify the location(s): _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information on this form.

Attest: _____

Sworn to and subscribed before me this

_____ day of _____, 20____

Notary Public

Commission Expires: _____

(SEAL)

Authorized Signature

Print Name

Title

CONTRACT NUMBER: 33-20

SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT

RFQ #33-20 PARK CONCESSIONAIRESS

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 "Consultant" or "Contractor") under seal for all professional services called for in the Dawson County **Request for Quote #33-20 Park Concessionaires**; and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Consultant. Consultant or Contractor herein is a firm/individual in which the County maintains a contract with for services.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant 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 Consultant, 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 Quote #33-20 Park Concessionaires** 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 Consultant 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 Consultant.

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 Consultant.

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 Consultant 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 Consultant 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 Consultant 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 Consultant, the request for proposals, addenda issued before the execution of this Agreement, the Consultant'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 Consultant 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 Consultant 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 Consultant for all matters pertaining to this Agreement including review of Consultant'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 Consultant 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-consultant. A sub-consultant means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Consultant or Consultant's sub-consultants 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 Consultant 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 Consultant 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 Consultant shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with scope of service, amendments and the Consultants response to the RFQ 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 Consultant 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 RFQ; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation,

storage, power, permits and licenses required of the Consultant, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Consultant is generally described in Exhibit "A":

ARTICLE IV

CONTRACT TIME

4.1 Time and Liquidated Damages

4.1.1 The Consultant shall complete the work within time specified in the RFQ 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 Consultant shall pay the Owner the fee calculated in accord with "Exhibit B" and set forth in the project specified within as the Fee Proposal for RFQ.

5.2.1 The Consultant agrees that the Consultant 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 commission rate adjustments of the Consultant before any such commission rate adjustments shall be implemented.

ARTICLE VI

PERSONNEL OF THE CONSULTANT

6.1 Personnel

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

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

6.2 Personnel, Sub-Consultants and Suppliers

6.2.1 *Terms of Subcontracts.* All sub-contracts and purchase orders with sub-consultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the Owner against the Consultant 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-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

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

6.3 Notice of Personnel Changes

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

ARTICLE VII PAYMENT TO THE OWNER

7.1 Payment

7.1.1 The Consultant shall pay to the Owner on the basis of an executed monthly sales statement, and all payments submitted by the Consultant shall be detailed to reflect the hours per task by personnel category referenced in "Exhibit B" and incorporated herein by reference. Revenue submissions shall be due per Owner policies and procedures, which is typically 30 calendar days from receipt.

7.2 Completion and Final Payment

7.2.1 Consultant will return Exhibit "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Revenue Submittal.

7.3.2 Acceptance of final submittal shall constitute a waiver of all claims against the Owner by the Consultant 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 Consultant, 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 Consultant fails or refuses to perform the work in accordance with this Contract, the Owner may order the Consultant 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 Consultant 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 Consultant in accordance with the contract documents.

8.3 Suspension and Termination

8.3.1 If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant'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.

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

ARTICLE IX THE CONSULTANT

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

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

9.3 Warranty

9.3.1 The Consultant warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken. All work not conforming to these requirements may be considered defective. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant'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 Consultant 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 Indemnity

9.5.1 The Consultant 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 Consultant'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 Consultant, Sub-Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) the breach by the Consultant of any material provision of this Agreement.

9.7.1.2 The Consultant 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 Consultant hereby agrees and acknowledges that if the Consultant 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 Consultant, a Sub-Consultant, 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 Consultant or a Sub-Consultant 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 Consultant shall communicate with each other in the first instance through the Project Manager for the project.

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

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 Consultant's Applications for Payment and will certify those amounts then due the Consultant as provided in this Contract.

10.1.6 The Owner's Representative, shall, upon request from the Consultant, 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 Consultant

10.2.1 All Consultant 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 Consultant, the Consultant shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Consultant 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 Consultant.

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 Consultant shall proceed promptly with such changes.

11.2 Change Order Defined

11.2.1 Change Order shall mean a written order to the Consultant 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 Consultant 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 Consultant's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Consultant, 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 Consultant 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 Consultant 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 Consultant

12.1.1 The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant 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 Consultant for convenience. The Owner shall give written notice of such termination to the Consultant specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

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

12.3.2 *for Cause*

12.3.2.1 If the Consultant 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-Consultants 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 Consultant, without prejudice to any other right or remedy, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever methods it may deem expedient. In such case, the Consultant 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 Consultant. If such costs exceed the unpaid balance, then the Consultant 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 Consultant 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 Consultant's Insurance Requirements

13.1.1 The Consultant 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; Workers' Compensation as mandated by Georgia law.

13.1.2 The Consultant 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 Consultant 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 Consultant shall maintain in full force and effect at all times during the Contract period all other Professional Insurance policies as required in the RFQ 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 Consultant 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 Consultant 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 RFQ and this Contract shall, upon payment of all amounts then due to Consultant, become 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 in order to complete the Project.

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 Consultant 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 Consultant 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 The term of a Contract awarded as a result of the RFQ shall be from the time the Proposal is awarded until delivery and acceptance of the work solicited by Dawson County.

14.9 Multi-year Contract

14.9.1 This Contract and Agreement shall be eligible for multi-year renewal and 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:

Consultant:

Dawson County Board of Commissioner

Attn: Melissa Hawk

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**

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: County Clerk

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: _____

Exhibit "A"

Exhibit “B”

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF CONTRACT END)

_____ this _____ day of _____,

20____ appeared before me _____, a Notary

Public, in and for _____, and being by me first duly

sworn states that all employees 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 _____ (Consultant),

last signed _____, 20__ for the PARKS CONCESSIONAIRE.

BY: _____

TITLE: _____

DATE: _____

(Seal)

Subscribed and sworn to before the _____ day

of _____, _____

My commission expires on the _____ day

of _____, _____

NOTARY PUBLIC

(Notary Seal)