



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

## **REQUEST FOR QUOTE – UNDER \$25,000**

**Service: Propane Gas Services**

**RFQ # 42-22**

**Release Date: October 20, 2022**

Dawson County Purchasing is issuing this Request for Quote to solicit services from all interested, qualified vendors who specialize in offering a fixed rate for propane gas services under an annual contract. The successful contractor must provide all equipment, materials, tools, licenses, transportation, incidentals and labor to provide propane gas to various County-owned locations on a “keep filled” basis on a regular service schedule for all County owned tanks. The County does not guarantee a minimum value for this contract.

There will NOT be a mandatory pre-submittal conference for this request for quote. Since this is not a sealed bid, please email your response to Melissa Hawk, at [mhawk@dawsoncountyga.gov](mailto:mhawk@dawsoncountyga.gov) No quotes will be accepted after November 1, 2022, at 2:00 p.m.

### **Contact Person**

Vendors are encouraged to contact Melissa Hawk, Purchasing Manager via email at [mhawk@dawsoncountyga.gov](mailto:mhawk@dawsoncountyga.gov) to clarify any part of the Request for Quote requirements. All questions should be emailed no later than the October 25, 2022, at 1:00 p.m.

All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than October 27, 2022, 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. The anticipated date of award is November 4, 2022.

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**

#### **Specifications:**

Establish a fixed rate for propane gas services under an annual contract. The successful contractor must provide all equipment, materials, tools, licenses, transportation, incidentals and labor to provide propane gas to various County-owned locations on a “keep filled” basis on a regular service schedule for all County owned tanks.

#### **Equipment**

Dawson County currently owns fifteen (15) tanks as described below:

- County Owned Tanks: Nine (9) one thousand (1,000) gallon tank; four (4) five hundred (500) gallon tank; one (1) three hundred twenty-five (325) gallon tank and one (1) one-hundred twenty (120) gallon tank

*Note: Three of the four 500-gallon tanks serve our Radio Communications Shelters and are un-manned facilities.*

Service Hours:

Regular Working Hours

The Contractor will provide services during regular working hours Monday through Friday from 8:00 a.m. to 5:00 p.m.

Clean-up of Site:

The Contractor shall remove all unusable materials and debris from the premises at completion of the work at each site.

Reporting Arrival/Departure

The Contractor shall report arrival to and departure from the job site to the designated representative as informed when contacted for each service.

Personnel:

The Contractor's personnel shall be recognizable to County staff by a company identification card and/or company uniform. County staff will be given the name of the locksmith that is dispatched to each service at the time of the request.

**Administration**

The project will be administered by the Dawson County Tax Commissioner's Office and will be the main point of contact for all questions during the term of the contract.

**Contract Term**

The initial term of a contract awarded as a result of this Request for Quote shall be effective January 1, 2023 through December 31, 2023. The contract may be renewed according to the terms stated herein for two (2) additional one (1) year periods.

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

The contract shall terminate absolutely and without further obligation on December 31<sup>st</sup> each contract year and if otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.

The contract may automatically renew each December 31<sup>st</sup> unless otherwise terminated at will by the County with 30 days of notice in writing. The renewal and or termination letter will be emailed to the designated as the authorized signature listed on the price proposal form.

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 respective location as listed in the chart below.

**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 contract negotiations. 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.

Location	Tank Size	Owner	Address	Departments in Building
KH Long Building	325 gallon	County	189 Hwy 53 West, Dawsonville, GA 30534	Public Works/Facilities/IT
Fleet Shop	1000 gallon	County	860 Hwy 53 West, Dawsonville, GA 30534	Fleet Maintenance
Transfer Station	120 gallons	County	110 Transportation Lane, Dawsonville, GA 30534	Public Works
Fuel Center	1000 gallons	County	55 Transportation Lane, Dawsonville, GA 30534	Fleet Maintenance
Amicalola Falls - Radio Tower	1000 gallons	County	418 Amicalola Falls Lodge Dr., Dawsonville, GA 30534	Unmanned
Fire Station #3	1000 gallons	County	951 Harmony Church Rd, Dawsonville, GA 30534	Fire/EMS
Fire Station #4	1000 gallons	County	245 Emma Trace, Dawsonville, GA 30534	Fire/EMS
Fire Station #5	1000 gallons	County	8573 Kelly Bridge Road, Dawsonville, GA 30534	Fire/EMS
Fire Station #6	1000 gallons	County	2142 Hubbard Road, Dawsonville, GA 30534	Fire/EMS
Fire Station #7	1000 gallons	County	170 Dawson Forest Road, Dawsonville, GA 30534	Fire/EMS
Equipment Shelter (Repeater Tower) at City of Dawsonville Water Tank	500 gallons	County	168 JC Burt Rd, Dawsonville, GA 30534	Unmanned
Equipment Shelter (Repeater Tower) at EWSA Monopole	500 gallons	County	868 Lumpkin Campground Rd, Dawsonville, GA 30534	Unmanned
Parks and Rec - Rock Creek	500 gallons	County	445 Martin Road, Dawsonville, GA 30534	Park/Recreation
War Hill	500 gallons	County	Warhill Park Road, Dawsonville, GA 30534	Park/Recreation
Public Works	1000 gallons	County	60 Transportation Lane, Dawsonville, GA 30534	Public Works

**NOTE: THERE IS A GENERATOR LOCATED AT THE DAWSON COUNTY GOVERNMENT BUILDING BUT, THIS GENERATOR USES DIESEL.**

**THE COUNTY OWNS ALL PROPANE TANKS IN USE.**

**-RFQ FORMS TO FOLLOW-**



**VENDOR'S CHECKLIST**  
**RFQ #42-22 Propane Gas Services**

**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  |
| <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"/> | 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"/> | <ul style="list-style-type: none"><li>• Contractor Affidavit</li></ul>                    |
| <input type="checkbox"/> | <ul style="list-style-type: none"><li>• Subcontractor Affidavit (if applicable)</li></ul> |
| <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                             |

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



**VENDOR'S INFORMATION FORM**  
**RFQ #42-22 Propane Gas Services**

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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**



**VENDOR'S PRICE PROPOSAL FORM**  
**RFQ #42-22 Propane Gas Services**

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Company Name: \_\_\_\_\_

**TOTAL FIXED COST PER GALLON FOR YEAR ONE (1): \$\_\_\_\_\_.** **TOTAL FIXED COST PER GALLON FOR YEAR TWO (2): \$\_\_\_\_\_.** **TOTAL FIXED COST PER GALLON FOR YEAR THREE (3): \$\_\_\_\_\_.**

Costs listed above shall be all inclusive to total cost to the County, to include installation fees, if any. No other fees/charges may be applied to individual invoices.

Quote valid for \_\_\_\_\_ days

Regular Service Schedule: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature Email: \_\_\_\_\_

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

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**VENDOR'S REFERENCE FORM**  
**RFQ #42-22 Propane Gas Services**

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**





**ADDENDA ACKNOWLEDGEMENT**  
**RFQ #42-22 Propane Gas Services**

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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**



**DRUG FREE WORKPLACE  
RFQ #42-22 Propane Gas Services**

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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)**

<b>Contractor's Name:</b>	
<b>County Solicitation/ Contract No.:</b>	<b>RFQ #42-22 Propane Gas Services</b>

**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)**

<b>Contractor's Name:</b>	
<b>County Solicitation/ Contract No.:</b>	<b>RFQ #42-22 Propane Gas Services</b>

**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.

<b>Contractor's Name:</b>	
<b>Subcontractors:</b>	



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

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>County Solicitation/ Contract No.:</b>	<b>RFQ #42-22 Propane Gas Services</b>

**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 Initiative***

#### **Purpose & Scope:**

Giving preference to local suppliers, even if it means spending a little more, can actually benefit a county's finances. Dollars spent locally generate additional economic activity even beyond the value of the initial contract as the local supplier in turn sources goods and services locally. Each additional dollar that circulates locally boosts economic activity, employment, and ultimately tax revenue. A study in Arizona found that using local independent suppliers for state contracts results in three times the economic benefit of bids fulfilled through national chains.

***Local Small Business Initiative*** (LSBI) is a Dawson County program designed to promote opportunities to Local Small Businesses located in Dawson County.

The **LSBI** program is designed to return as much taxpayer money to the local economy, in a relatively short time span, as possible while at the same time foster inclusiveness with the County's procurement activities and a goal to provide more opportunities for Dawson County businesses.

#### **Definition of Local Small Business:**

- Local Small Business shall mean a business which has its principal office located in and having a street address within Dawson County for at least six months immediately prior to the issuance of the quote/bid/proposal. Post Office boxes (to include mailing/shipping center addresses) are not eligible and shall not be used for the purpose of establishing a physical address.
- Must hold a valid business license required by the County and have no outstanding or unresolved fees, fines or penalties due to Dawson County.
- Not have more than twenty-five (25) employees, and of which at least 33% of those employees have their primary residence in Dawson County, or, if the business has no employees, the business shall be at least fifty-one (51%) percent owned by one or more persons whose primary residence in Dawson County.
- Have a banking relationship with a bank located in Dawson County.
- Average annual gross receipts of five million dollars (\$5,000,000.00) or less over the previous three years.
- Must certify under oath to the above criteria upon submission for any bid, solicitation, or proposal to Dawson County.

#### **The LSBI Policy will not be applicable for the following types of purchases, bids, or solicitations:**

- Goods or services provided under a cooperative purchasing agreement or inter-local agreement;
- Purchases or contracts which are funded in whole or part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of preference;
- Purchases made or contracts let under emergency or non-competitive situations or for legal services;

- Projects over \$100,000.00.

**Affidavit:**

The County will accept an affidavit that a business meets the County's standards to be considered a Local Small Business. The County, in its sole discretion, may request additional information from the business to support its claim of being a Local Small Business. The Purchasing Department will be required to review the affidavit and request additional information as necessary to ensure the LSBI criteria are satisfied. The County will notify a business of acceptance of LSBI certification.

**How Incentive Works:**

Under any applicable solicitation or bid, vendors desiring to receive local preference under the LSBI Policy will be required to affirmatively demonstrate via affidavit that they satisfy all pertinent requirements. Any vendor who fails to submit the required affidavit shall be automatically excluded from LSBI consideration. Vendors shall submit the affidavit with each solicitation or bid proposal. The affidavit contemplated under this Policy is valid only for the submitted solicitation or bid, and must be reaffirmed and resubmitted for each subsequent solicitation of bid.

For any solicitation that is under \$100,000.00 the Local Small Business (as demonstrated via affidavit) that submits a responsive, responsible price, a local preference credit of 3%.

**Waiver:**

The application of local preference to a particular purchase, contract, bid, solicitation or category of contracts may be waived by the Dawson County Board of County Commissioners in its sole discretion. The promulgation of this Policy is not intended nor should it be construed as created a right or property interest in local preference or in the local preference credit.



**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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Print Name

**Notary Public**

**Commission Expires:** \_\_\_\_\_

\_\_\_\_\_  
Title

(SEAL)



**SAMPLE CONTRACT NUMBER: 42-22**

**SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT**

**RFQ #30-19 PROPANE GAS SERVICES**

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 #42-22 Propane Gas Services** 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 #42-22 Propane Gas Services** 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 shall have the meaning sets forth in paragraph 3.1. hereof.

**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 Time is of the Essence**

4.2.1 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 Offender as assigned by the Court 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 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".

### **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**

### **THE OWNER**

#### **7.1 Information, Services and Things Required From Owner**

7.1.1 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.

#### **7.2 Right to Stop Work**

7.2.1 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.

#### **7.3 Suspension and Termination**

7.3.1 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.

7.3.2 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.

#### **7.4 Indemnification**

7.4.1 To the extent permitted by law, Owner shall indemnify and hold harmless Contractor and its respective officers, directors, contractors, agents and employees, from and against any and all claims, suits, actions, proceedings, fines, penalties, losses, damages, liabilities, costs and expenses (including all reasonable attorneys' fees and actual court costs) that arise from, out of, or are caused by any negligent act or omission or any reckless or intentionally wrongful conduct of or by Contractor or its officers, directors, or employees in connection with performance of or compliance with the duties required under this Agreement.

#### **7.5 Offender Paperwork**

7.5.1 The offender shall notify the Owner of any schedule irregularities in advance, to include but not be limited to, visits with doctors and attorneys; the Owner will then be able to cross-reference any violations that have been received and determine if there was an approved reason for leaving any assigned zones.

7.5.2 The Owner shall have the offender complete proper paperwork showing his/her understanding of the operation and safety requirements of the equipment. The Owner shall

maintain a copy of the information in its files and forward a copy to the Consultant. Customer shall be responsible for all losses of and damages to the equipment caused in whole or in part by the offenders.

## **ARTICLE VIII**

### **THE CONSULTANT**

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

**8.2** 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.

#### **8.3 Warranty**

8.3.1 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.

**8.4** 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.

#### **8.5 Indemnity**

8.5.1 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.

8.5.1.2 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 8.5 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 8.5 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 IX**

### **CONTRACT ADMINISTRATION**

## **9.1 Administration**

9.1.1 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 Sheriff's Office to the County Manager. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

9.1.2 The Owner and the Consultant shall communicate with each other in the first instance through the Project Manager for the project.

9.1.3 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.

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

9.1.5 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.

9.1.6 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.

## **9.2 Claims by the Consultant**

9.2.1 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.

9.2.2 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 X**

### **CHANGES IN THE WORK**

#### **10.1 Changes Permitted**

10.1.1 *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.



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

## **10.2 Change Order Defined**

10.2.1 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.

## **10.3 Changes in the Contract Price**

10.3.1 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.

10.3.2 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 XI**

## **CONTRACT TERMINATION**

### **11.1 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.

### **11.2 Termination by the Owner**

#### **11.2.1 *for Convenience***

11.2.1.1 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.

11.2.1.2 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.

### 11.3.2 *for Cause*

11.3.2.1 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.

11.3.2.2 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.

11.3.2.3 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 XII**

### **INSURANCE**

#### **12.1 Consultant's Insurance Requirements**

12.1.1 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.

12.1.2 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.

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

12.1.4 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.

12.1.5 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.

12.1.6 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 XIII**

#### **MISCELLANEOUS**

##### **13.1 Governing Law**

13.1.1 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

##### **13.2 Successors and Assigns**

13.2.1 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.

##### **13.3 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.

##### **13.4 Merger**

13.4.1 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.

##### **13.5 Confidential Information**

13.5.1 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.

### **13.6 Litigation and Arbitration**

13.6.1 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.

### **13.7 Condition Precedent – Litigation**

13.7.1 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.

### **13.8 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.

### **13.9 Multi-year Contract**

13.9.1 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. This Contract and Agreement effective date shall be January 1, 2020 – December 31, 2020 and will be eligible for two (2) one (1) year renewal options.

13.9.2 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.

### **13.10 Notices**

13.10.1 Any notice to be given in accord with the terms hereof may be affected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. This Agreement and any documents relating to it may be executed and transmitted to the parties listed below by electronic mail, which electronic mail shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document when both parties have executed their part in blue ink. Notice shall be delivered as follows:

Owner:

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](mailto:mhawk@dawsoncounty.org)

Consultant:

Attn:

Phone:

Email:

-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

**CONTRACTOR:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attest:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## Exhibit "A"

### Scope of Services

#### Specifications:

Establish a fixed rate for propane gas services under an annual contract. The successful contractor must provide all equipment, materials, tools, licenses, transportation, incidentals and labor to provide propane gas to various County-owned locations on a "keep filled" basis on a regular service schedule for all County owned tanks at 80%.

#### Equipment

Dawson County currently owns thirteen (13) tanks as described below:

- County Owned Tanks: Seven (7) one thousand (1,000) gallon tank; four (4) five hundred (500) gallon tank; one (1) three hundred twenty-five (325) gallon tank and one (1) one-hundred twenty (120) gallon tank

*Note: Three of the four 500-gallon tanks serve our Radio Communications Shelters and are un-manned facilities.*

#### Service Hours:

##### Regular Working Hours

The Contractor will provide services during regular working hours Monday through Friday from 8:00 a.m. to 5:00 p.m.

#### Clean-up of Site:

The Contractor shall remove all unusable materials and debris from the premises at completion of the work at each site.

#### Reporting Arrival/Departure

The Contractor shall report arrival to and departure from the job site to the designated representative as informed when contacted for each service.

#### Personnel:

The Contractor's personnel shall be recognizable to County staff by a company identification card and/or company uniform. County staff will be given the name of the locksmith that is dispatched to each service at the time of the request.

**The propane tank location and serial number, size and address will follow.**

Location	Tank Size	Owner	Address	Departments in Building
KH Long Building	325 gallon	County	189 Hwy 53 West, Dawsonville, GA 30534	Public Works/Facilities/IT
Fleet Shop	1000 gallon	County	860 Hwy 53 West, Dawsonville, GA 30534	Fleet Maintenance
Transfer Station	120 gallons	County	110 Transportation Lane, Dawsonville, GA 30534	Public Works
Fuel Center	1000 gallons	County	55 Transportation Lane, Dawsonville, GA 30534	Fleet Maintenance
Amicalola Falls - Radio Tower	1000 gallons	County	418 Amicalola Falls Lodge Dr., Dawsonville, GA 30534	Unmanned
Fire Station #3	1000 gallons	County	951 Harmony Church Rd, Dawsonville, GA 30534	Fire/EMS
Fire Station #4	1000 gallons	County	245 Emma Trace, Dawsonville, GA 30534	Fire/EMS
Fire Station #5	1000 gallons	County	8573 Kelly Bridge Road, Dawsonville, GA 30534	Fire/EMS
Fire Station #6	1000 gallons	County	2142 Hubbard Road, Dawsonville, GA 30534	Fire/EMS
Fire Station #7	1000 gallons	County	170 Dawson Forest Road, Dawsonville, GA 30534	Fire/EMS
Equipment Shelter (Repeater Tower) at City of Dawsonville Water Tank	500 gallons	County	168 JC Burt Rd, Dawsonville, GA 30534	Unmanned
Equipment Shelter (Repeater Tower) at EWSA Monopole	500 gallons	County	868 Lumpkin Campground Rd, Dawsonville, GA 30534	Unmanned
Parks and Rec - Rock Creek	500 gallons	County	445 Martin Road, Dawsonville, GA 30534	Park/Recreation
War Hill	500 gallons	County	Warhill Park Road, Dawsonville, GA 30534	Park/Recreation
Public Works	1000 gallons	County	60 Transportation Lane, Dawsonville, GA 30534	Public Works

**End of Exhibit "A"**

**End of Exhibit “B”**

**Pricing**

**End of 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 Contract #30-19 Propane Services.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(Seal)

Subscribed and sworn to before the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

My commission expires on the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

(Notary Seal)