



**DAWSON COUNTY GOVERNMENT
REQUEST FOR PROPOSALS
FOR
INSURANCE BROKER SERVICES**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

OCTOBER 31, 2022 AT 10:30AM, EST

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

RFP #410-22

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR PROPOSALS, HEREAFTER KNOWN AS RFP, ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: SEPTEMBER 30, 2022

DAWSON COUNTY BOARD OF COMMISSIONERS

RFP #410-22 INSURANCE BROKER SERVICES

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

INSURANCE BROKER SERVICES

INVITATION

This is an invitation to submit a proposal to Dawson County from qualified and licensed individuals/firms to assist with strategically planning, designing and negotiating the best coverage and cost for selective employee benefit programs, indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454. **This Request for Proposals, hereafter known as RFP, is not an authorization to approach insurers or other underwriting sources on behalf of the County. We specifically request that no insurance market contact or solicitation be made on behalf of Dawson County at this time and that no insurance market reservations or commitments be made for any purpose as respects any insurance or reinsurance to be provided for the County.**

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4> Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Vendor Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than 10:30 a.m., October 31, 2022. The anticipated award date is November 17, 2022.

A pre-proposal meeting will not be held for this RFP. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at mhawk@dawsoncounty.org no later than October 12, 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 19, 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.

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

Sincerely, *Melissa Hawk*, Purchasing Manager

DAWSON COUNTY, GEORGIA
REQUEST FOR PROPOSALS FOR ARCHITECTUAL AND
ENGINEERING SERVICES FOR THE E911/EOC BUILDING

SECTION I – GENERAL OVERVIEW

A. INFORMATION TO PROPOSERS

1. RFP TIMETABLE

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

One (1) original and four (4) copies of the technical proposal and one (1) original price proposal must be received by, **AT 10:30AM, EASTERN STANDARD TIME**. Technical and price proposals must be submitted in a **separate** sealed envelope stating on the outside, the proposer's name, address, the solicitation number **#410-22 Insurance Broker Services** If the price is referenced in the technical proposal, the submission must be disqualified and will not be evaluated. The complete submittal (price and technical) must contain the proposer's name, address and the solicitation number **#410-22 Insurance Broker Services** be delivered to:

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

Hand Delivery

Hand delivered copies may be brought to the above address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding Holidays. For a complete listing of Holidays, please visit www.dawsoncounty.org. If a sealed bid is delivered after 10:25 a.m., on the day of the opening, deliver the package to the Purchasing Manager, in the County Administration Training Room, Suite #2204. No submission will be accepted after 10:30 a.m., on the date listed within Section 1.A.1., at which time all company names of offers received will be publicly read aloud.

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

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

2. CONTACT PERSON

Vendors are encouraged to contact **Melissa Hawk, Purchasing Manager** at email mhawk@dawsoncounty.org to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date must be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal. Answers to any questions received prior to the deadline will be posted on the County website within this solicitation posting.

Vendors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1.) through the Purchasing Director 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.

3. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries that result in changes to the Scope of Work and/or any other corrections or amendments will be posted in an addendum prior to the due date posted on the County's website under the bid information. All questions not resulting in an addendum but, solely for clarification will also be posted on the County's website under this solicitation. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Vendors are advised to check the website for addenda before submitting their bids.

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements or contains price proposal information.

4. LATE SUBMITTAL AND LATE MODIFICATIONS

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

5. REJECTION OF PROPOSALS/CANCELLATION

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

6. MINIMUM RFP ACCEPTANCE PERIOD

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

7. NON-COLLUSION AFFIDAVIT

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

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

8. COST INCURRED BY VENDORS

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

9. RFP OPENING

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

10. OPEN RECORDS

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

11. TAXES

Dawson County Government is tax exempt. No sales tax will be charged on any products or services. Dawson County cannot exempt any other person/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.

12. VENDOR INFORMATION

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

13. INSURANCE

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

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

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

14. BONDS

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

15. ANTI-DISCRIMINATION

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

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

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

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

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

16. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

- A. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
 - a. The affiant has registered with and is authorized to use the federal work authorization program;
 - b. The user identification number and date of authorization for the affiant;
 - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;

- d. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
- e. Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Dawson County and shall deliver a completed Subcontractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.

C. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

SECTION II – GENERAL CONDITIONS

A. PURPOSE

Dawson County Purchasing Department is soliciting **sealed** proposals from licensed, qualified vendors to assist with strategically planning, designing and negotiating the best coverage and cost for selective employee benefit programs. The County has an approximate 349 full-time workforce. Our leadership expects to ensure that personnel have financially affordable and competitive benefit programs available.

This REQUEST FOR PROPOSALS, hereafter known as RFP, is not an authorization to approach insurers or other underwriting sources on behalf of the County. We specifically request that no insurance market contact or solicitation be made on behalf of Dawson County at this time and that no insurance market reservations or commitments be made for any purpose as respects any insurance or reinsurance to be provided for the County.

The County does not guarantee a minimum value for this contract.

B. CONTRACT PERIOD

The term of the contract awarded as a result of this RFP shall be from January 1, 2023 until December 31, 2023. The contract may be renewed according to the terms stated herein for four (4) 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.

C. BACKGROUND

Dawson County has contracted with NFP (ShawHankins when contracted) since February, 2018 as a result of a solicitation process. This contract expires on December

31, 2022 with no remaining renewals.

The County has an approximate 349 full-time workforce. Our leadership expects to ensure that personnel have financially affordable and competitive benefit programs available.

Dawson County's medical and dental plans are both insured. Current supplemental health plans offered are, but not limited to, voluntary life, short term and long-term disability, cancer, accident, critical illness, hospital, specific health event, all paid by the insured County employee.

Dawson County currently utilizes BeSwift as the benefit management software.

It is the County's expectation that brokerage fees and commissions will be borne by the selected insurance carrier/provider. If additional brokerage fees are expected of the County or if your firm offers additional fee-supported services which are supplemental to your proposal, please clearly outline such charges on the Price Proposal Form included within this document.

D. SCOPE OF SERVICE

The Contractor must provide all equipment, materials and labor to complete the scope of work. The duties to be performed by the Contractor to meet the Scope of Services, at a minimum, are as follows:

- Audit resulting contracts for accuracy of coverage, terms and conditions, and to ensure that programs are in compliance with State and Federal legislation. Provide all information to the County's contracted consultant in order to create reports as mandated, to include but, not limited to, Affordable Care Act reports.
- Assist with annual benefits renewals, including negotiation of changes in contracts.
- Assist the County in determining specification for future insurance coverage.
- Market the County's desired insurance package through identification of appropriate markets, analysis of proposals, provisions of recommendations, and assistance in contract negotiation.
- Prepare, disseminate, and analyze bid packages in accordance with County specifications.
- Review the employee benefit package for quality of benefits provided, cost effectiveness, competitiveness and plan administration on an annual basis.
- Monitor ongoing contracts, including third party administrators, to ensure contract compliance.
- Analyze claims history and insurance utilization at least quarterly. Provide statistical report to the Human Resources Director, or her designee, for discussion.
- Provide information on employee benefit issues, trends and proposed or new legislation.
- Attend monthly Benefit Enrollment Sessions for County employees.

- Meet with the County employees to facilitate and assist in the management of the County's employee benefit plan as needed (annual and monthly enrollment sessions, health/wellbeing fairs, health events, educational programs, etc.).
- Provide employee benefit guide communication, to be professional in appearance/quality and quantity to be determined with Human Resources staff approval.
- Provide a key contact person to be available to answer questions and resolve issues that arise during the term of the contract regarding employee benefits, contract administration and service provisions.
- Provide a key contact person that specializes in benefits services assisting employees and families with claims and questions. This stipulation is required in order to stay in compliance with HIPPA regulations. **Staff change must be approved in writing by the County prior to such an event.**
- Evaluate various insurance products submitted by carriers, agents and brokers.
- Perform other related consultation services as needed or requested.
- Provide benefit management software for use by the County employees during the open enrollment period and for new hires, as well as other functions as needed by the County and the Contractor. The Contractor will provide the software to the County at no additional cost to the County.
- Perform monthly reconciliation of insurance invoices through access with the benefit management software and advise of all discrepancies in writing as to ensure payment is received by providers on time.
- Maintain full and accurate records with respect to all matters and services provided on behalf of the County's benefit plans and programs. Provide County staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the County's benefit plans and programs.
- Analyze existing coverage and identify or develop cost-savings alternative benefit strategies and plans.
- Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
- Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
- Provide annual estimates of renewal rates, cost trends to staff. Work with County staff in preparation of budget figures beginning in **May** each year.
- Review rate proposals to ensure underlying assumptions are appropriate and accurate to the County.
- Compile and provide accurate data required to process the bi-annual transitional reinsurance program payments to the Internal Revenue Services (IRS). This must be received by the County Human Resources Director in a timely manner as to meet the payment date requirements of the IRS.
- Negotiate an annual wellness rebate from the health insurance provider to be used to promote a healthy lifestyle for the County employees.
- Provide commissions offered from insurance carriers during open-enrollment process.

- Provide commission received from the County's insurance carriers on a bi-annual basis.
- The Contractor shall designate a main point of contact that will routinely review operations and consult with the County on current or future services. This contact shall be thoroughly familiar with all aspects of the contract and shall have full authority on the behalf of the Contractor in any and all matters pertaining to this contract. **The Contractor shall not change the main point of contact nor the billing/claims representative without prior written approval of the Dawson County Human Resources Director, or her designee.**

E. QUALIFICATIONS/RESPONSE FORMAT OUTLINE

This section identifies all information which must be submitted in each proposal. The County is not interested in elaborate proposals. The Technical must be submitted on 8 ½ x 11 white paper, bound to allow for easy review and contained in a separate sealed container depicting such on the outer portion with the response contained in the appropriate tabs detailed below. The Price Proposal must be submitted on the price proposal form and contained in a separate sealed envelope depicting such on the outer portion.

Tab A - Company Background and Structure

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

Tab B - Company Experience

The Proposer must be organized for the purpose of providing insurance broker services. Proposer shall demonstrate five (5) years of previous experience in providing scope of services similar to the size of Dawson County. Proposer shall provide a narrative describing the services performed to a public entity that are most similar to those required in this RFP.

Tab C - Qualifications of Staff

Identify and include qualifications of key staff who would be assigned to work on the scope within this RFP. Include an organizational chart that depicts how the staff would be structured to perform details herein. Proposers must have qualified and trained staff to successfully complete the contract requirements. The information shall be brief and include the following:

- Identification, qualifications and experience of all persons to be assigned to the project and team organization, and the assignments of responsibilities
- Identification of available support resources
- Identification and qualifications of any subcontract consultants, including resumes or qualifications of individual or the firm, as applicable.

- Commitment that the contractor/firm's team, especially the project manager(s), shall remain in place for the duration of the contract unless previously agreed upon in writing by both parties.

Tab D - Approach to Scope of Work

Referencing the Scope of Work in Section D, provide a detailed approach to fulfill the requirements of this RFP. At a minimum, proposals must address:

- A description of the contractor/firm's organizational approach to the project.
- This portion of the Proposal shall state how the contractor/firm proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final projects will be organized, formatted and presented.
- A description of the benefit management software to be used for analysis, auditing, open enrollment, changes in coverage, etc. is a must.
- The approach shall also illustrate (through examples of relevant experiences in similar projects) how the contractor/firm will successfully maintain an effective line of communication throughout the process.
- Address all tasks in the Scope of Services, providing general information on all work tasks required to complete the project within the performance period. Include a statement of understanding of work involved, particularly regarding the level of effort required for open communication and customer service.

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

Tab E - References

Proposers must submit at least five (5) references for persons that the contractor/firm will assign to complete the Scope of Work listed herein. Ideally, references should be government entities within Georgia should be included. The following information for each reference shall be listed:

- Name of government entity
- Address
- Contact person with title
- Phone number of contact person
- Email (highly recommended and preferred method)
- Dates of service
- Range of services

Tab F - Financial Stability

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

- If a public company, include a recap of the most recent audited financial report.

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

Tab G - Business Litigation

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

Tab H - Sample of an Employee Benefit Guide

The proposal must contain a sample of the proposed Employee Benefit Guide booklet required in the Scope of Services.

Tab I - Financial Proposal

It is the County's expectation that brokerage fees and commissions will be borne by the selected insurance carrier/provider. If additional brokerage fees are expected of the County or if your firm offers additional fee-supported services which are supplemental to your proposal, please clearly outline such charges on the Price Proposal Form included within this document.

Tab J – Required Solicitation Forms

Proposers are to complete and attach all forms listed on the Vendor's Checklist and include in Tab J. This direction **excludes** the Price Proposal Form. Price shall not be included in any of the Technical submittal. This will be cause for disqualification and response will be considered non-responsive proposal.

Complete and submit the Broker Proposal Questionnaire as Attachment "A" within Tab J.

Insurance Broker Services Proposal Questionnaire:

The Insurance Broker Services Proposal Response Questionnaire must clearly demonstrate the required qualifications, expertise, competence, and capability of the vendor. Please include the answers to the following questions (Address each by number):

1. Describe your organizational structure (i.e. publicly held corporation, partnership, etc.). Review each area of your organization and describe their function. Describe the process for handling concerns/questions/calls from client staff and employees.
2. Confirm that you are a licensed broker in the State of Georgia and provide documentation. Confirm that you serve as a broker, independently, and are not employed by any insurance company, third party administrative agency or provider network.
3. Briefly describe your company's organization, philosophy and management. Also, please provide a brief company history.

4. Describe your contractual relationship, if any, with organizations or entities necessary to your proposal's implementation (i.e. actuarial services, data information services, third party providers for Open Enrollment, etc.
5. How long has your organization been providing brokerage services? Has your organization ever operated under a different name? Why was the name changed?
6. Provide a list of known complaints filed with the Insurance Commissioner's Office, against your firm, over the past ten (10) years. Include the nature of the complaint and disposition.
7. How many public sector clients does your firm currently provide brokerage services to in the State of Georgia? What is the count of employees at each of those local governments (city and/or county)?
8. Indicate the method of service provision your organization would utilize in implementing your proposal (i.e. individual broker, individual broker with supporting back up, team of brokers). Please provide resumes of individual brokerage staff that would provide services to the County. Include a brief professional history for each individual and how they are qualified to provide services to Dawson County.
9. Briefly describe the level of service and support provided to Dawson County by your broker(s) on a day-to-day basis. Describe the level of service and support by your staff on a day-to-day basis.
10. How does your firm provide continuing education to ensure that each broker is educated on current market trends and legislative developments? How is this information communicated to your clients?
11. Describe how you build an understanding of the direction and priorities of the County employee benefit program and how you would utilize this information to recommend changes and project future trends.
12. Detail how your organization assists clients in developing a strategic benefit plan.
13. Describe your organization's anticipated involvement in the annual renewal process. Include information regarding process timeframes, negotiation of rates and vendor selection. NOTE: Dawson County's current plan year for health and dental insurance is July 1st to June 30th.
14. Discuss any innovative mechanisms you have used to minimize insurance and service costs to your clients.

15. How do you keep your clients aware of trends and new developments in employee benefits?
16. How does your firm assist Dawson County in developing plan specifications? Explain your process for providing plan recommendation to your clients.
17. Explain the process your organization would utilize to assist Dawson County in selecting an insurance vendor. How would your company's experience and expertise benefit the County in this process?
18. Please provide a list of the vendors you have relationships with in regard to health, disability, life, supplemental health and dental insurance plans. Describe your preferred carrier relationships and the benefits of these relationships to your clients. Describe any blocks or pools of business that your firm has access to and what benefits are to your clients.
19. Describe how your organization strives to streamline benefit administration for your clients. Include any services you provide for automation of the benefit process (i.e. electronic capabilities, outsourcing options). How many of your clients are enrolled online? How many employees does this represent? Does your staff build these enrollment websites? Attach any associated cost for these services on a separate fee schedule.
20. Describe process for Open Enrollment for client staff and its employees.
21. Detail how you develop a benefit communication strategy with your clients. Include what tools or resources you have available to assist your clients in effectively communication not only the specific plan details but also the value of the benefits offered?
22. What training resources does your organization provide to assist you clients in education and training their employees?
23. Describe your compliance services. What resources does your organization utilize to answer compliance questions from your clients? List three recent compliance questions and show the format and content of your response.
24. Please provide a case study on a recent client that has begun working with your firm in the past three years and show the financial impact on claims that your firm has made through benefit consulting. Describe your recommendation and how these related to the financial impact on their plan.
25. What makes your organization unique from the other organizations that may submit proposals for the County's consideration?
26. Provide any additional information regarding your organization or services that you feel would be beneficial in helping the County to select a benefits broker.

27. Please provide a list of four (4) verifiable public sector references, all of whom are able to comment on your organization's relevant experience. Please furnish: Group Name, Contact Name and Telephone Number, Services provided, Time Period Covered, Benefit Programs Addressed and Number of Employees Covered.
28. List any and all accounts held by local governments (city and/or county) in Georgia within the last five (5) years. If any, do you currently hold the account? If no, please explain why not. If no Georgia local governments, indicate as such.
29. Are your enrollment service representatives licensed insurance agents and are they certified under COBRA and HIPPA? Are your enrollment service representatives employees of your company or are they outsourced.
30. Are your customer service employees licensed insurance agents and are they certified under COBRA and HIPAA?
31. Please provide at least one (1) former (within the last five (5) years) public sector who is able to comment on your organization's experience. Please furnish the following information: Group Name, Contact Name and Telephone Number, Contact Email, Services Provided, Time Period Covered, Benefit Programs Addressed and Number of Employees Covered.

F. EVALUATION PROCESS

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed in **Chart 2** below.

Proposals will be reviewed and evaluated by the review committee to determine whether the Respondent has met the criteria described in this RFP.

Company Background and Structure	15
Technical Experience of Firm	25
Qualifications of Staff	30
Approach & Responsiveness to Scope of Work & Methodology	20
References	10
Chart 2	TOTAL POINTS
	100

Presentations

During the evaluation process, Dawson County *may, at its discretion*, invite the top-ranking Proposers to conduct oral interviews. However, respondents are cautioned that the County is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor. If required, these presentations will be scheduled in advance and

limited in time. Presentations will be conducted in Dawson County at a location to be determined. Independent scores compiled, during this phase of the evaluation by the RFP evaluators, will supersede the technical scores previously published for the Proposers selected to make an oral presentation.

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

Invoicing

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

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

Pricing

1. Vendors must use the Vendor's Price Proposal Form as provided within this RFP. Vendors are to submit their proposals on the Cost Proposal Form(s) provided.
2. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

Administration

The project will be administered by the Dawson County Board of Commissioners with the Dawson County Emergency Services being the main point of contact for all questions related to performance issues during the term of the contract.

Permits and Licensing

1. Proof of Licensing: Contractor shall submit proof of professional license, insurance and business license upon award. Contractors, who do not have a Dawson County Business License, will be required to register their business license with the Dawson County Planning & Development Department. Fees may apply and are not a part of this agreement.

2. Successful vendor must hold a valid Business License at time of proposal and a copy must be filed with the Purchasing Director at time of proposal. If awarded to an out-of-county vendor, that vendor must register their business license with the Dawson County Planning and Development Department. *Note: Only the successful vendor needs to register with Dawson County Planning and Development Department. As of January 1, 2017, there is no fee for registering with Dawson County Planning & Development Department.*

G. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the County's website under the bid information, all firms responding to this RFP should check the website before responding to this RFP. All questions not resulting in an addendum but, solely clarification will also be posted on the County's website under this solicitation.
2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any 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 RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver services in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
6. By submitting a proposal, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from

submitting bids on contacts by any agency of the State of Georgia.

7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

H. BONDS

Bid Bond – **not required**

Payment Bond – **not required**

Performance Bond – **not required**

I. FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete contract negotiations.

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

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

-RFP Forms to Follow-



**RFP #410-22 INSURANCE BROKER SERVICES
VENDOR'S CHECKLIST**

Company Name: _____

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

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

Authorized Signature

Title

Print Name

Date

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



**RFP #410-22 INSURANCE BROKER SERVICES
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 WITH PROPOSAL



**RFP #410-22 INSURANCE BROKER SERVICES
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: _____

Vendors shall submit a Price Proposal below. The contractor/firm's cost quotation must include all necessary expenses, to include any and all travel expenses, to complete all tasks associated with the Scope of Work described within this RFP.

DESCRIPTION OF SERVICES	(UOM) UNIT OF MEASURE	PRICE PER UOM	EXTENDED COST

Authorized Signature

Title

Print Name

Date

NOTE: If your company has not conducted business with Dawson County, please submit a completed W-9 with response.

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



**RFP #410-22 INSURANCE BROKER SERVICES
EXECUTION OF PROPOSAL**

DATE: _____

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

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

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

Business Name

Authorized Signature Date

Typed Name & Title

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



**RFP #410-22 INSURANCE BROKER SERVICES
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



**RFP #410-22 INSURANCE BROKER SERVICES
ADDENDA ACKNOWLEDGEMENT**

The vendor has examined and carefully studied the REQUEST FOR PROPOSALSs 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



**RFP #410-22 INSURANCE BROKER SERVICES
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

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

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

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #410-22 INSURANCE BROKER SERVICES** was issued except: 1) through the Purchasing Department, 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

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

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

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

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

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

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

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

PLEASE COMPLETE THE AFFIDAVIT TO FOLLOW AND INCLUDE IN YOUR RESPONSE



**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



**RFP #410-22 INSURANCE BROKER SERVICES
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

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

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

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

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

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

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

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

Authorized Signature

Title

Print Name

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



**RFP #410-22 INSURANCE BROKER SERVICES
LEGAL AND CHARACTER QUALIFICATIONS**

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

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

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

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

License Revocation:

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

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

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



**RFP #410-22 INSURANCE BROKER SERVICES
LEGAL AND CHARACTER QUALIFICATIONS**

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

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

CONTACT PERSON	TITLE	PHONE NUMBER/EMAIL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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



Dawson County Board of Commissioners *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/Bid. 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 Bid 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 Bid. 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
_____ day of _____, 20____

Authorized Signature

Print Name

Notary Public
Commission Expires: _____
(SEAL)

Title

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



Dawson County Board of Commissioners
“VOLUNTARY”
Title VI Statistical Data Form
 Used For Government Monitoring Purposes

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

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

NAME & NUMBER OF RFP: #287-17 MULTI-JURISIDICTIONAL MITIGATION PLAN UPDATE

Please place an “X” on the line that apply

Owner Gender:	<input type="checkbox"/> Male	<input type="checkbox"/> Female
Owner Race/Ethnicity:	<input type="checkbox"/> White/Caucasian	<input type="checkbox"/> Hispanic or Latino
	<input type="checkbox"/> Black or African American	<input type="checkbox"/> American Indian or Alaska Native
	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> Asian
		<input type="checkbox"/> Two or More Races
Disability:	Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of such impairment; or (3) is regarded as having such impairment.	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Minority Owned Business:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Disadvantaged Business Enterprise (DBE) Company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Number of Employees:	_____	
Staff Race/Ethnicity make-up: (Provide % on line)	<input type="checkbox"/> White/Caucasian	<input type="checkbox"/> Hispanic or Latino
	<input type="checkbox"/> Black or African American	<input type="checkbox"/> American Indian or Alaska Native
	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> Asian
		<input type="checkbox"/> Two or More Races

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

PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT

RFP #410-22 INSURANCE BROKER 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") under seal for all professional services called for in the Dawson County **REQUEST FOR PROPOSALS #301-17 INSURANCE BROKER SERVICES**; and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Consultant.

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 PROPOSALS #301-17 Insurance Broker 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 Services. 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 PROPOSALSs, 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 services 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 services 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 Services

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 RFP document and in accordance with the with the terms of this agreement.

3.1.2 The term "Work" shall mean whatever is done by or required of the 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 RFP; 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 RFP upon receipt of the notice to proceed.

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

4.2 Substantial Completion

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

4.3 Time is of the Essence

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

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

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

5.2.1 The 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 billing rate adjustments of the Consultant before any such billing 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 CONSULTANT

7.1 Payment

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

7.1.2 The Consultant warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Consultant or any other person or entity whatsoever. The Consultant shall promptly pay each Sub-Consultant out of the amount paid to the Consultant on account of such Sub-Consultant's work, the amount to which such Sub-Consultant is entitled. In the event the Owner becomes informed that the Consultant has not paid a Sub-Consultant as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Consultant of amounts otherwise due hereunder naming the Consultant and such Sub-Consultant as joint payees.

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

7.2 Withheld Payment

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

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

7.3 Completion and Final Payment

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

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

ARTICLE VIII

THE OWNER

8.1 Information, Services and Things Required From Owner

8.1.1 The Owner shall furnish to the 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 Owner's Right to Perform Work

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

8.4 Suspension and Termination

8.4.1 If the County directs a suspension of performance because of no fault of the 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.

8.4.2 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, Sub-Consultants, 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, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective. The 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 Cleaning the Site and the Project

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

9.6 Access to Work

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

9.7 Indemnity

9.7.1 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 all site work.

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

10.2.3 *Claims for Additional Time*

10.2.3.1 If the Consultant is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Consultant's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Consultant to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Consultant shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Consultant's basis for requiring additional time in which to complete the Project.

10.2.4 *Claims for Weather Delays*

10.2.4.1 Claims for weather delays shall not be considered unless work is not feasible for more than one-half of a day due to weather conditions. Claims for weather delays shall not be considered for Sundays unless the Consultant consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

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

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

12.1.3 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.

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

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

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

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

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

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

12.3.2 *for Cause*

12.3.2.1 If the 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 and Automobile Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

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 RFP document.

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

ARTICLE XIV

MISCELLANEOUS

14.1 Governing Law

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

14.2 Successors and Assigns

14.2.1 The Owner and 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 RFP and this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose,

distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

14.6 Litigation and Arbitration

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

14.7 Condition Precedent – Litigation

14.7.1 This Contract shall be governed by the Laws of the State of Georgia. The 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 This Agreement shall commence on the 1st day of and shall terminate on 31st day of December, with four (4), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days' notice of any price increase requests. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days' notice of the intent not to renew the terms thereof.

14.9 Multi-year Contract

14.9.1 This Contract and Agreement shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. The Contract shall be automatically renewed in accord with the term hereof, unless the Owner takes action to terminate the Contract by provided thirty (30) days' notice of the intent not to renew the terms hereof.

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

Attn:

25 Justice Way, Suite 2223

Dawsonville, GA 30534

-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**

CONSULTANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: County Clerk

Title: _____

EXHIBIT "A"
SCOPE OF SERVICES

- End of Exhibit "A" -

EXHIBIT "B"
PROJECT PRICE PROPOSAL FORM

EXHIBIT "B"

-End of Exhibit "B"

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

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

_____ this _____ day of _____,

20_____ appeared before me _____, a Notary

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

sworn states that all subConsultants 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 Multi-jurisdictional Mitigation Plan Update.

BY: _____

TITLE: _____

DATE: _____

(Seal)

Subscribed and sworn to before the _____ day

of _____, _____

My commission expires on the _____ day

of _____, _____

NOTARY PUBLIC

(Notary Seal)