DAWSON COUNTY GEORGIA

REQUEST FOR PROPOSALS (RFP)

On-Call Geotechnical Services

RFP #502-26

Submission Deadline:

November 12, 2026 at 3:00 pm

Delivery Address:

Dawson County Board of Commissioners

Attn: Purchasing Manager

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Important: The responsibility for submitting a response to this RFP on or before the stated date and time lies solely with the offeror.

Issue Date: October 14, 2026

RFP #501-26 On-Call Geotechnical Services

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Invitation To Proposers

The Dawson County Board of Commissioners invites qualified firms to submit sealed proposals for comprehensive, on-call Geotechnical Services. The selected consultant will provide professional support for County construction and development projects, including – but not limited to – materials testing, special inspections, NPDES compliance, and laboratory analysis. Detailed specifications and service requirements are outlined in Section II.

Proposal Submission Instructions

Complete RFP packages must be submitted in a sealed envelope or container clearly marked with the RFP Name and RFP Number. Submit one (1) original hard copy proposal, and one electronic (1) copy of the proposal on USB drive. Handwritten or incomplete proposals may not be considered. Electronic copies of the bid documents are available at:

https://www.bidnetdirect.com//dawsoncounty

Pre-Bid Meeting:

There will be a Non-Mandatory Pre-Bid Meeting on Wednesday, October 28, 2026 at 10:00 am. This meeting will be held in the Admin Training Room located at 25 Justice Way Suite 2204 Dawsonville, GA 30534.

Questions & Clarifications:

All questions must be submitted in writing via email to:
Hanna Milford, Purchasing Manager
Hmilford@dawsoncountyga.gov

Questions are due by November, 4 at 5:00PM. Responses to all inquiries will be posted on both the Dawson County website and the Georgia Procurement Registry by November 6, 2026 at 5:00PM. Any changes to the scope or terms of this solicitation will be issued via formal addendum.

Equal Opportunity Statement:

Dawson County is committed to providing equal opportunity for all businesses and does not discriminate on the basis of race, color, religion, sex, national origin, disability, or veteran status. This policy ensures that all segments of the business community have fair access to County procurement opportunities.

Please note that Dawson County does not guarantee a minimum or maximum value for this contract. We appreciate your interest in doing business with Dawson County and look forward to your participation.

Sincerely,
Hanna Milford, Purchasing Manager

Section I – General Overview

1. Proposal Submission

   Offerors shall ensure their submittals are securely packaged and sealed to prevent damage during mailing. One (1) original, fully signed submittal and one (1) electronic copy provided on USB drives must be received no later than November 4, 2026 at 3:00 p.m. All materials shall be submitted in a sealed envelope clearly marked with the vendor's name, address, and RFP #502-26 On-Call Geotechnical Services, and be delivered to:
   Dawson County Board of Commissioners
   Attn: Purchasing Manager
   25 Justice Way, Suite 2223
   Dawsonville, Ga 30534

   Vendors 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.

   Hand Delivery: Hand Delivery 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.dawsoncountyga.gov. No submission will be accepted after 2:30PM on the date listed above, at which time all company names and offers received will be publicly read aloud.

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

2. Contact Person

   Vendors are encouraged to contact Hanna Milford, Purchasing Manager via email at hmilford@dawsoncountyga.gov to clarify any part of the RFP requirements. All questions that arise prior to the Deadline for Questions due date shall be directed to the contact person in writing via 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.

   Vendors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except through the Purchasing Manager named herein, or 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 and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the County's website under the bid information. 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 an issued addenda by including the Addenda Acknowledgement with the submittal. Bids which fail to acknowledge the vendor's receipt of any addendum may result in the rejection of the offer if the addendum contains information which substantially changes the Owner's requirements. Absence of acknowledgement does not release the Bidder from being held to any changes/information released in the addenda.

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 Bid not properly addressed and identified, and/or delivered to the proper designation.

5. Rejection of Bids/Cancellations
   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 ninety (90) days from the date specified for receipt submittals.

7. Non-Collusion Affidavit
   By Submitting a response to this RFP, the vendor represents and warrants that such Bid 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 Bid, 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 Bid, the vendor represents and warrants to that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the Bid 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, is the responsibility of the vendor(s).

9. RFP Opening
   Proposals will remain sealed and names of proposers will be read immediately following the submission deadline at the physical address stated in this document. All names of the proposals submitted will be posted on the County Website within three (3) days after the submission deadline.

10. Open Records
    All materials submitted in connection with this RFP will be public documents and subject to the O.C.G.A. § 50-18-71, Open Records Act and all other laws of the State of Georgia; and the open records policies of Dawson County Board of Commissioners. All such materials shall remain the property of Dawson County and will not be returned to the respondent. Should you believe that your bid/proposal contains any trade secrets you must submit an affidavit, along with the bid/proposal, that states that specific portions of the bid/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 the portions of the bid/proposal containing any trade secrets. All such materials shall remain the property of Dawson County and will not be returned to the respondent.

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 relation 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 a Certificate of Insurance as proof of liability and workman's compensation insurance while under contract with Dawson County. Workman's Compensation insurance should be as required by the State of Georgia. General Liability, Professional Liability, and Cyber Liability at a minimum should cover $2,000,000 per incident and $6,000,000 aggregate. Dawson County Board of Commissioners shall be named as additionally insured for the project herein.

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 (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 the 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 n 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 Invitation to Bid 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 below apply.

- During the performance of this contract, the contractor agrees as follows:
  - The contract 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.
  - 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.
  - Notices, advertisements and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 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.

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.

17. Gratuities

Dawson County acknowledges that it may be customary to provide gifts to employees or departments. However, it shall be unethical for any County employee involved in making procurement decisions to have personal investments in any business entity that creates a Conflict between their private interests and their public duties. It shall be unethical for any person to offer, give, or agree to give any Dawson County employee, or for any Dawson County employee to solicit, demand, accept, or agree to accept from any vendor or business, a gift or gratuity in any amount in exchange for any decision, approval, disapproval, or recommendation concerning a solicitation.

Section II – General Conditions

Dawson County Board of Commissioners is issuing this RFP to solicit sealed proposals from qualified vendors specializing in Geotechnical Services. The selected vendor will be responsible for providing on-call Geotechnical Services to support County construction and development projects.

Contract Period

The initial term of a contract awarded as a result of this RFP shall be from award through December 31, 2027. The contract may be renewed according to the terms stated herein for four (4) additional one (1) year periods.

Required Qualifications

Respondents must demonstrate professional licensure in the State of Georgia for all engineers and geologists assigned to the work, along with documented experience providing geotechnical and materials testing services for government entities. Firms should also show they can reliably meet required turnaround times for reporting and test results, and that they maintain adequate staffing levels, laboratory capabilities, and appropriate inspection certifications to perform the services outlined in this RFP.

Scope of Services

The consultant should have the ability to complete Material Sampling and Testing and coordination on proposed projects and travel to project sites to perform testing and inspection services. The following types of services required may include, but are not limited to:

- Geotechnical Services
  - Perform soil borings, test pits, and subsurface exploration
  - Provide geotechnical engineering analysis and recommendations for:
    - Foundations
    - Retaining walls
    - Slopes
    - Pavements, road base and sub-base
    - Embankments
  - Prepare geotechnical data reports, engineering reports, and design recommendations.

- Materials Testing & Special Inspections
  - Field and laboratory testing for:
    - Soils
    - Aggregates
    - Concrete
    - Asphalt
    - Masonry
    - Steel

- Perform field density tests, penetration tests, slump, air content, compressive strength, compaction testing, etc.
- Provide qualified inspectors and certified test reports conforming to ASTM/AASHTO standards.

- NPDES Compliance Services
  - Weekly BMP inspections
  - Weekly rainfall reports
  - Post-precipitation inspections
  - Water sample analysis and stormwater sampling

- Laboratory Testing Services
  - Soil classification, permeability, compaction, moisture density
  - Concrete, grout, mortar, masonry, asphalt testing
  - Consolidation, compressive strength, CMU tests

- Administrative Services (not limited to)
  - Prepare observation/testing/inspection reports
  - Provide daily field reports for after each site visit
  - Maintain documentation for each test
  - Provide engineering consultation, interpretation of results, and recommendations

All work shall be done in accordance with County Development Standards, Americans with Disability Act (ADA) Standards, Georgia Department of Transportation (GDOT) Standards, Georgia Adopted ICC Codes 2024, any other authorities having jurisdiction over the project, and county guidance documents applicable to the project. It is expected that certain projects may require tasks to be performed by sub-consultants.

Submittal Documents

This section outlines all information that must be included in each proposal. The County is not seeking elaborate or decorative submissions. A concise, well-organized presentation of all required information is essential. The County prefers a clear, straightforward business response with brief relevant explanations.

Section 1 – Executive Summary

- Company background
- Organizational chart
- Resumes of key personnel
- Certifications for field technicians and inspectors

Section 2 – Project Approach

- Sampling/testing methodology
- Reporting procedures
- Response times when called
- Turnaround expectations
- Quality assurance program
- NPDES inspection process

Section 3 – References

- Provide at least three (3) references for similar work.

Section 4 – Financial Proposal

- Proposers are to use the Vendor's Price Proposal Form provided within this RFP. Please also provide any additional pricing information that may not be reflected in the Vendor's Price Proposal Form.

Section 5 – Required County Forms

- All other Dawson County forms provided in the Solicitation

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 the chart below.

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

Executive Summary	20
References	25
Approach	35
Financial Proposal	20
TOTAL POINTS	100

Presentations

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

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

Payment

1. Dawson County pays on a NET/30 term based on date correct invoice received by our Accounts Payable Department.
2. All invoices will be paid in the year in which services are provided.
3. Proposer to provide contact information for dedicated team member to provide billing inquiries.
4. Invoices should be sent via mail or email to:
    - Mail –25 Justice Way Suite 2223 Dawsonville, GA 303534 - Attn: Accounts Payable
    - Email - apfinance@dawsoncountyga.gov
    - All Invoices must be separated by project and clearly indicate the project name

Administration

The contract will be administered by the Purchasing Manager with the Dawson County Director of Public Works or designee being the main point of contract for all questions during the term of the contract.

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.
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. 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.
6. In case of failure to deliver goods in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the Vendor responsible for any resulting additional

purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.

7. By submitting a qualification package, 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.
8. 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. The Vendor shall comply with applicable federal, state, and local laws and regulations.
9. 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.
10. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent.

Bonds

Bid Bond – not required
Performance Bond – not required
Payment Bond – not required

End of this Section

Section III – General Terms

1. Addenda, Changes, and Interpretations

   It is the sole responsibility of each Vendor to notify the Purchasing Manager by E-mail and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question-and-Answer Deadline. Requests received after this date may not be addressed. All questions and requests for information received will be responded to by an official written addendum and uploaded to the solicitation website and Georgia Procurement Registry. Under no circumstances shall an oral explanation given by any County official, officer, staff, or agent, be binding upon the County. Such oral explanation should be disregarded. All addenda are a part of the competitive solicitation documents, and each Vendor will be bound by such addenda. It is the responsibility of each Vendor to read and comprehend all the addenda issued.

2. Withdrawal of Proposal

   The Vendor shall give notice in writing of its claim to withdraw its proposal without penalty, due to an error within twenty-four (24) hours after the conclusion of the RFP opening. Proposals may be withdrawn from consideration due solely to a mistake therein, provided the proposal was submitted in good faith, the mistake was a clerical mistake as opposed to a judgement mistake, and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the quote, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evident drawn from inspection of original work papers, documents and material used in the preparation of the quote sought to be withdrawn. The Vendor's original work papers shall be the sole acceptable evidence of error and mistake if Vendor elects to withdraw its bid.

   No Vendor who is permitted to withdraw a proposal shall, for compensation, supply material or labor to perform any subcontract or other work agreement for the contractor to who the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the services for which the withdrawn quote was submitted.

   Proposal withdrawal is not automatically granted and will be allowed solely at Dawson County's discretion.

3. Vendor's Costs

   The County shall not be liable for any costs incurred by Vendors in responding to this solicitation.

4. Pricing

   All pricing should be identified on Attachment B provided with this solicitation. No additional costs may be accepted other than the pricing and costs stated on Attachment B Failure to use the solicitation form and provide pricing as requested in this solicitation may cause your bid to be deemed non-responsive.

5. Price Validity
   Prices provided in this proposal shall be valid for ninety (90) days from the RFP opening unless otherwise extended and agreed upon by the County and Vendor. The County shall award the contract within this time period or request from the recommended awarded contractor an extension to hold pricing until services have been awarded.

6. Taxes
   Goods and Services are exempt from Federal Excise Tax and Georgia State Sales and Use Tax. A certificate will be furnished upon request. Dawson County is exempt from taxes, but the successful Vendor shall pay all taxes required by law. Dawson County cannot exempt others from tax.

7. Related Expenses/Travel Expenses
   Your proposal must include all costs, including travel. The County will not accept additional costs.

8. Submission and Receipt of Proposals
   To receive consideration, proposals must be received prior to the RFP opening date and time. Unless otherwise specified, Vendors shall use the proposal documents provided by the County. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected. Any erasures or corrections on the quote must be made in ink and initialed by Vendor in ink. All information submitted by the Vendor shall be printed, or filled in with pen and ink. Proposals shall be signed in ink.

9. Mistakes
   The Vendor shall examine this RFP carefully. Vendor's submission of a proposal shall be prima facie evidence that the Vendor has complete knowledge of the scope, nature, and quality of the work to be performed, the detailed requirements of the specifications and scope of services, and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Vendor from liability and obligations under any contract entered into as a result of this RFP.

   Vendors are cautioned to examine all terms, conditions, specifications, drawings, exhibits, appendices, delivery instructions, and special conditions pertaining to this RFP.

10. Qualifications/Inspections
    Proposals will only be considered from Vendors normally engaged in providing the types of goods/services specified herein. The County reserves the right to inspect the Vendor's facilities, equipment, personnel, and organization at any time or to take any other action necessary to determine the Vendor's ability to perform. The Purchasing Manager reserves the right to reject proposals where evident, or evaluation is determined to indicate an inability to perform.

11. Acceptance of Proposals/Minor Irregularities
    a. The County reserves the right to accept or reject any or all proposals, or portions of proposals, and to waive minor irregularities or variances to specifications contained in proposals. The County also reserves the right to reissue an RFP.
    b. The County reserves the right to disqualify Vendors during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Vendor. The Vendor will be required to execute a Non-Collusion Affidavit and submit it with the quote documents.

12. Verbal Instructions Procedure
No negotiations, decisions, or actions shall be initiated or executed by the Vendor as a result of any discussions with any County employee. Only those communications in writing from an authorized County representative may be considered. Only written communications submitted by Vendor Representative designated and authorized to bind the Vendor will be recognized by the County as expressions on behalf of Vendors.

13. Exclusive Contracts
Vendor agrees and understand that any contract awarded from this RFP shall not be construed as an exclusive agreement and further agrees that the County may, at any time, secure similar or identical services from another contractor at the County's sole option.

14. Sample Contracts
Attached to this RFP is a draft form of a Sample Contract which contains terms and conditions of the contractual arrangement for the services. Such form of agreement will be modified as appropriate, in the County's discretion, to include any additional specific terms related to the services being provided. Any questions regarding the form of general services agreement must be submitted in writing by the deadline for questions specified in this RFP.

15. Background Checks
Dawson County reserves the right to have any Vendor or potential contractor undergo a Dawson County Sheriff's Office criminal history background check for any project at the contractor's cost. Potential contractors must undergo a background check when working in any County-operated facility, with the associated fees falling under the Contractor's responsibility.

16. Minimum Qualifications
To be eligible for the award of a contract in response to this RFP, the Vendor must demonstrate that they are properly and legally licensed to perform such work. Vendor must also supply documentation of any licenses or certifications that are required for this RFP as mentioned in the Scope of Services. In addition, the Vendor must have no conflict of interest with respect to the County.
16.1 Vendors and principles shall have no record of judgements, pending lawsuits against the County, or criminal activities involving moral turpitude and shall not have any conflicts of interest that have not been waived by the County.
16.2 Neither Vendor nor any principal, officer, or stockholder, shall be in arrears or default of any debt or contract involving the County (as a party to a contract or otherwise), not have they failed to perform faithfully on any previous contract with the County.

17. Public Records/Trade Secrets
Careful consideration should be given before submitting confidential information to the County. County's disclosure of records and documentation is governed by the Georgia's Open Records Act, which permits public scrutiny of most materials collected as part of this process. If a Vendor submits information that contains trade secret information and if Vendor wishes to keep such information confidential, Vendor must submit and attach to such information and affidavit affirmatively declaring that specific information constitutes trade secretes pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A 10-1-760 et seq., and the Vendor and County will follow the requirements of O.C.G.A. 50-

18-72(a)(34) related thereto.

18. Reservations for Award and Rejection of Quotes
Dawson County reserves the right to accept or reject any or all proposals, parts of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process. The County also reserves the right to award the contract on a split order basis, lump sum basis, individual term basis, or such combination as shall best serve the interest of the County. The County reserves the right to award the responsive and responsible Vendor whose service meets the RFP's terms, conditions, and specifications and whose proposal is considered to best serve the County's interest. In determining the responsiveness of the offer and the responsibility of the Vendor, the following, among other factors, may be considered when applicable: the ability, capacity, and skill of the Vendor to perform as required; whether the Vendor can perform promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgement, experience and efficiency of the Vendor, the quality of past performance by the Vendor; the previous and existing compliance by the Vendor with related laws and ordinances; the sufficiency of the Vendor's financial resources; the availability, quality and adaptability of the Vendor's supplies or services to the required use; the ability of the Vendor to provide future maintenance, service or parts; and the number and scope of conditions attached to the quote.

19. E-Verify Affidavit
Under state law, the County shall not consider any bid or proposal or enter into a contract for the physical performance of services unless the potential contractor provides an affidavit, in the form attached to this RFP, regarding contractor's compliance with the E-Verify program. The contractor's affidavit form shall be properly completed and submitted with the Vendor's response to this RFP. Failure to do so is a material defect and the corresponding bid or proposal will be rejected without evaluation or review by the County.

20. Rules and Submittals of Quotes
The signer of the proposal must declare that the only person(s), company, or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company, or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the Vendor.

21. Intent to Award
Any notice of intent to award a contract resulting from this RFP and the County's formal solicitation process may be found on the solicitation website.

End of this Section

Vendor's Checklist

Company Name:_____

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

- ☐ Vendor's Checklist
- ☐ Vendor's Information Form
- ☐ Execution of Proposal Form
- ☐ Addenda Acknowledgement Form and Any Addenda Issued
- ☐ Proposer's Certification and Non-Collusion Affidavit
- ☐ Drug Free Workplace Affidavit
- ☐ Georgia's Security and Immigration Compliance Act Affidavit
- ☐ Contractor Affidavit
- ☐ Sub Contractor Affidavit
- ☐ Proof of Insurance/Certificate of Insurance
- ☐ EEO Form
- ☐ Completed W9
- ☐ Legal and Character Qualifications Form
- ☐ Copy of Valid Business License

_____ _____

Authorized Signature Title

_____ _____

Print Name Date

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, etc.)
5. Name and Title of Authorized Signer: _____
6. Primary Contact: _____
7. Phone: _____
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 names, dates, and reason for debarment.

_____

_____

_____

Vendor's Price Proposal Form (A)

Vendor's Name: _____

Billing Category	Hourly Rate
Principal Engineer/Geologist	$
Senior Registered Engineer/Geologist	$
Registered Engineer/Geologist	$
Senior Engineer/Project Manager	$
Project Engineer/Manager	$
Special Inspections Professional	$
Field Technician	$
Administrative	$
NPDES Inspector	$

Billing Category	Qty	Unit Rate Fee
Nuclear Gauge Testing	Day	$
Concrete Compressive Strength 6"x12" Cylinder	Cylinder	$
Atterberg Limits, Per Each	Each	$
Standard Proctor Compaction Test	Each	$
Storm Water Sampler	Month	$
Asphalt Coring	Sample	$
Asphalt Coring Density Testing	Test	$

Vendor's Price Proposal Form (B)

_____	_____
Authorized Representative Signature	Date
_____	_____
Print Name	Title

All costs for Dawson County are to be included in the line items above. Additional documents may accompany this form.

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 set forth in this Invitation for Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation for Bids, 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

_____ _____

Printed Name Title

Addenda Acknowledgement

The vendor has examined and carefully studied the Invitation for Bids and the following Addenda, receipts of all of which is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

_____ _____

Authorized Representative (Signature) Date

_____ _____

Print Name Title

Drug Free Workplace

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

_____

Whose address is:

_____

And it is also that:

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,

A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,

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,

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

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 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

_____

Print Name and Title

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 state 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 employe 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 secrete 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.

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 secrete 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 Date
(Contractor Name)

_____
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: _____

Georgia Security and Immigration Compliance Act Affidavit

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

ADDITIONAL INSTRCTIONS 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:	

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 Date
(Subcontractor Name)

_____
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: _____

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 Acts 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.

RFP #502-26 On-Call Geotechnical Services

Owner Gender: _____

Owner Race/Ethnicity_____

Disability: Do you employ 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 regarding as having such impairment?

Yes_____ No_____

Minority Owned Business: Yes_____ No_____

Disadvantaged Business Enterprise (DBE) Company: Yes_____ No_____

Number of Employees: _____

Staff Race/Ethnicity make-up:
(Provide % on line)

_____White/Caucasian
_____Black or African American
_____Hispanic or Latino
_____Asian
_____American Indian or Alaskan Native
_____Native Hawaiian or Other Pacific Islander
_____Two or More Races

Employment Opportunity (EEO) Practice

***EEO Plan*:** The successful Bidder 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 Bidder will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

***EEO For Successful Bidder Programs*:** The successful Bidder, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Bidder- 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 Bidder 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 Bidder have the above EEO policy in place?	**Y**	**N**

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

Statement of Assurance: The Bidder herein assures the County that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it foes 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.

_____ _____

Company Name Authorized Signature

_____

Date

Legal and Character Qualifications

Convictions: Has the Bidder (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 Bidder or any principal ever been a party, or is now a party, to civil proceedings 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 Bidder 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 above, provide information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

_____

_____

_____

Legal and Character Qualifications

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

_____

_____

_____

_____

SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective this ____day of _____, 2025 (the "Effective Date"), by and between **DAWSON COUNTY**, a political subdivision of the State of Georgia ("County"); and _____a Georgia corporation, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the Dawson County Board of Commissioners desires to retain Consultant to provide certain services to _____; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Consultant has represented that it is qualified by training and/or experience to perform the Work; and

WHEREAS, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents.

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

A. Scope of Work, attached hereto as **Exhibit A**;

B. Contractor E-Verify Affidavit, attached hereto as **Exhibit B**; and

C. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

Section 2. The Work.

The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, _____, as more particularly described in the Scope of Work provided in **Exhibit A**, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work.

Section 3. Work Changes.

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes (i.e., Change Orders) shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Consultant. Consultant must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Consultant shall proceed with the changed work. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County. Any changes to the Work requiring an increase in the Contract Price (defined below) shall require a written Change Order executed by the County in accordance with its purchasing regulations.

Section 4. Term of Agreement; Termination.

Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Agreement shall be effective on the Effective Date first stated above and shall continue, unless earlier terminated as provided herein, until _____ (the "Term"). The Term may be extended thereafter upon mutual agreement of the Parties. County may terminate this Agreement for convenience at any time upon providing

written notice thereof to Consultant. Provided that no damages are due to the County for Consultant's breach of this Agreement, the County shall pay Consultant for Work performed to date in accordance with Section 5 herein.

The County's fiscal year runs from July 1 to June 30. As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close the fiscal year in which it is executed and at the close of each succeeding fiscal year for which it may be renewed; provided, however, that this Agreement shall automatically renew on the first day of each subsequent fiscal year during the Term unless the County provides written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current fiscal year. Further, this Agreement shall terminate immediately and absolutely at any such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

Section 5. Compensation; Method of Payment.

The total amount paid under this Agreement as compensation for Work performed shall not, in any case, exceed the fixed annual base amount of **$**_____and attached hereto at **Exhibit A** (the "Contract Price"), except as outlined in Section 3 above. The Consultant represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's industry, Consultant will give written notice thereof immediately to the County.

County agrees to pay Consultant for the Work performed by Consultant upon the County's certification that the Work was actually performed in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for Work performed shall be paid to Consultant upon the County's receipt and approval of invoices setting forth in detail the Work performed along with all supporting documents required by the Contract Documents or requested by the County to process the invoice. If applicable to the scope and term, invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted.

Section 6. Covenants of Consultant.

A. Ethics Code; Conflict of Interest. Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the County's Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work.

B. Expertise of Consultant; County's Reliance on the Work. The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise

of the Consultant and that, therefore, the County bears no responsibility for Consultant's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. The Consultant acknowledges and agrees that the acceptance or approval of any Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards.

C. Consultant's Reliance on Submissions by the County. Consultant must have timely information and input from the County in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

D. Consultant's Representative; Meetings. _____ shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative. Consultant shall meet with County's personnel or designated representatives to resolve technical or contractual problems that may occur during the term of this Agreement at no additional cost to County.

E. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor. The Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring and payment of subcontractors, agents, or employees to complete the Work, including compliance with Social Security, withholding, and all other regulations governing such matters. Any provisions of this Agreement that may appear to give the County the right to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only. Inasmuch as the County and the Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Consultant agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Consultant shall assume full liability for any contracts or agreements the Consultant enters into on behalf of the County without the express knowledge and prior written consent of the County.

F. Responsibility of Consultant and Indemnification of County. Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant

to this Agreement.

Consultant shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (each party individually, an "Indemnified Party") for, from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor, or anyone for whose acts or omissions Consultant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "Indemnity Obligation"); provided that such Indemnity Obligation shall apply to Liabilities to the fullest extent permitted under O.C.G.A. § 13-8-2(b) or (c), as applicable, and to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Consultant, its subcontractor, anyone directly or indirectly employed by Consultant or subcontractor, or anyone for whose acts Consultant or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

G. Insurance. The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors, including but not limited to commercial general liability coverage and workers' compensation coverage. Consultant shall maintain insurance policies with coverage and limits to fully cover all liabilities and obligations of Consultant under this Agreement.

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Consultant's insurer in its normal course of business. The Consultant shall provide proof that any expiring coverage has been

renewed or replaced prior to the expiration of the coverage.

H. Assignment of Agreement. The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of, this Agreement, without the prior express written consent of the County.

I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless the Consultant provides evidence on County-provided forms that it and Consultant's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

J. Confidentiality. Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information.

K. Licenses, Certifications and Permits. Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Consultant by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work. The Consultant shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

L. Authority to Contract. The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Consultant ("Materials") shall be

the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

N. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 7. Performance Standards; Termination.

A. The County will evaluate Consultant's performance and if requirements are not being met, County personnel will notify the Consultant, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Consultant must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Consultant.

B. If the County determines, under any circumstance, that Consultant has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Consultant.

C. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with a proper notice of a delinquent payment and an opportunity to cure.

D. Upon termination, the County shall provide for payment to the Consultant for accepted services rendered and expenses incurred prior to the termination date.

E. Upon termination, the Consultant shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports,

summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

F. The rights and remedies of the County and the Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 8. Miscellaneous.

A. Complete Agreement; Counterparts; Third-Party Rights. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Dawson County, Georgia, or the applicable federal court, and Consultant submits to the jurisdiction and venue of such court. During the Term of this Agreement, Consultant shall maintain a business license with the County, unless Consultant provides evidence that no such license is required. Consultant agrees that it will perform its services in accordance with the usual and customary standards of the Consultant's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.).

C. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the addresses provided below or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO THE COUNTY shall be sent to:
Kristi Finley, Director of HR & Risk Management
Dawson County Government
25 Justice Way, Suite 2233
Dawsonville, Georgia 30534

NOTICE TO THE CONSULTANT shall be sent to:

_____
_____
_____
_____

D. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only to the extent specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

E. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Consultant represents that it has reviewed and become familiar with the Contract Documents, the nature and extent of the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Consultant represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Consultant has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Consultant. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

(signature page follows)

IN WITNESS WHEREOF, the County, the Board of Tax Assessors, and the Consultant have executed this Agreement, which is effective as of the Effective Date first stated above, which shall be the date this Agreement is approved by the Dawson County Board of Commissioners.

CONSULTANT:

_____

By: _____
(Name and Title)

ATTEST:

_____
(Name and Title)

[*affix corporate seal*]

COUNTY:

DAWSON COUNTY, GEORGIA

By: _____
Billy Thurmond, Chairman

ATTEST:

_____
Kristen Cloud, County Clerk

[*affix county seal*]

Dated: _____

EXHIBIT A

CONSULTANT QUOTE AND SCOPE OF WORK

EXHIBIT B

STATE OF GEORGIA
COUNTY OF DAWSON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Dawson County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor agrees that the employee-number category designated below is applicable to the Contractor.

_____500 or more employees _____100 or more employees _____Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

DAWSON COUNTY, GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 2025, in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____DAY OF _____, 2025.

_____
NOTARY PUBLIC
My Commission expires:

[NOTARY SEAL]


Dawson
County
Est. 1857
"Where Quality of Life Matters"