



**DeKalb County
Department of Purchasing and Contracting**

September 26, 2016

REQUEST FOR PROPOSALS (RFP) NO. 16-500415

FOR

Neighborhood Senior Center Management

(MULTIYEAR CONTRACT)

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

3:00 P.M. EST, December 19, 2016

SONIA GILBERT, PROCUREMENT AGENT SENIOR

MALOOF ADMINISTRATION BUILDING

1300 COMMERCE DRIVE, 2ND FLOOR

DECATUR, GA 30030

(404) 371-6337

sagilbert@dekalbcountyga.gov

THE RESPONSIBILITY FOR SUBMITTING A RFP RESPONSE TO THE DEPARTMENT OF PURCHASING AND CONTRACTING ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

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FOR
Neighborhood Senior Center Management
(MULTIYEAR CONTRACT)

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REQUEST FOR PROPOSAL OVERVIEW

A. PURPOSE:

DeKalb County Government seeks proposals from qualified contractors with a proven track record to provide professional services for the provision of daily management services for the counties four (4) neighborhood senior centers. DeKalb County neighborhood senior centers are traditional senior centers that serve as a community focal point where older adults come together for services and activities that reflect their experience and skills, respond to their diverse needs and interests, enhance their dignity, support their independence and encourage their involvement in and with the center and the community. Senior centers are located throughout DeKalb County (north, south, east and west). The services shall include all in accordance with the terms, conditions, and scope of work outlined in this Request for Proposal (RFP).

B. GENERAL INFORMATION:

1. PROPOSAL TIMETABLE:

The anticipated schedule for the RFP process is as follows:

Date Issued.....**September 26, 2016**

Pre-Proposal Conference:

A pre-proposal conference will be held at **The South DeKalb Senior/Community Center, at 1931 Candler Road, Decatur, GA 30032 at 2:30 on Friday, October 21, 2016.**

Interested responders **are strongly encouraged** to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Sonia Gilbert at sagilbert@dekalbcountyga.gov.

Deadline for submission of questions.....**5:00 P.M. EST, November 11, 2016**

Proposal Submittal Deadline..... **3:00 P.M. EST, December 19, 2016**

Responder Anticipated Interviews.....**January 9-10, 2017**

Proposals must be valid until.....**April 18, 2017**

Sealed proposals are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting

Maloof Administration Building

1300 Commerce Drive, 2nd Floor

Decatur, Georgia 30030, not later than **3:00 P.M. EST, December 19, 2016.**

1. Please **submit one (1) sealed original package** (inclusive of a separate and sealed cost proposal) marked "Original" and **seven (7) compact discs with each disc containing an identical copy of the Technical Proposal**-(inclusive of a separate and sealed cost proposal) marked "Copy" to the address listed above.

2. CONTACT PERSON:

The contact person for the RFP is **Sonia Gilbert, Procurement Agent Senior**. Explanations desired by responders regarding the meaning or interpretation of the RFP must be requested from the contact person via telephone at **(404) 371-6337** or via email **sagilbert@dekalbcountyga.gov**.

3. QUESTIONS:

Questions must be submitted in writing only to the above listed contact person via email no later than the date and time as listed in the above timetable. Questions and requests for interpretation received by the Department of Purchasing and Contracting after the above stated date **or** questions sent to anyone other than the above listed contact person will not receive a response or be the subject of addenda.

4. ADDITIONAL INFORMATION/ADDENDA:

DeKalb County Government will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal submission date. Responders should not rely on any representations, statements or explanations other than those made in the RFP or in any addendum to the RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Responders may contact the above listed contact person to verify the number of addenda prior to submission.

SCOPE OF WORK

I. INTRODUCTION

A. Background

The DeKalb County Office of Senior Affairs (OSA) is the designated County Based-Aging Agency (CBA) for the administration, coordination and implementation of the Older American Act (OAA) program and services. In this role, the Office of Senior Affairs is responsible for maintaining a coordinated aging services delivery system for the senior residents of DeKalb County, Georgia. Its mission is to ensure the provision of quality services that promote the highest level of independence and quality of life for seniors. The DeKalb County Office of Senior Affairs enhances the welfare of the County's seniors by providing an array of health and social support services that can assist seniors to age in place within their communities for as long as possible. Specifically, OSA ensures the provision and oversight of senior centers, a congregate and home delivered meal program, transportation services, case management, in-home services and volunteer services.

According to current census statistics, there are approximately 103,728 seniors age 60 years and older living in DeKalb County, Georgia. This number represents approximately 14.7% of the county's total population. DeKalb County has the second largest senior population in the state of Georgia. It is estimated that by the year 2030, one (1) in five (5) people living in the Atlanta metro region will be over the age of 60. The demand for neighborhood senior centers and the services that they offer will increase as the population continues to age.

The primary purpose of this Request for Proposals (RFP) is to obtain qualified respondents for the daily management and operation of the County's four (4) neighborhood senior centers. Respondent(s) must have the ability to expand current senior center programming while serving a wide range of ages and abilities. In addition, the selected respondent(s) must also have the ability to maintain the required staffing as specified by Georgia Department of Human Services, Division of Aging Services and DeKalb County to ensure effective operations of each facility. Neighborhood senior centers must be operated in compliance with all federal, state, and local laws and codes that govern facility operations, specifically related to fire safety, sanitation, and insurance coverage as well as wage requirements. Lastly, the selected respondent(s) will be required to provide high levels of customer service on a consistent basis to all individuals who utilize the County's senior facilities.

All contracts resulting from this RFP are contingent upon the actual availability of funds from the Georgia Department of Human Services (DHS), Division of Aging Services (DAS), the Atlanta Regional Commission (ARC) and DeKalb County Board of Commissioners (BOC).

B. Definition of Term(s)

The words and terms listed below, when used in this Request for Proposals (RFP), shall have the following meanings unless the context clearly indicates otherwise.

Area Agency on Aging (AAA) refers to the Atlanta Regional Commission. The Atlanta Regional Commission has been designated as the AAA for the ten-county metro area which includes Cherokee, Cobb, Clayton, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale counties.

Consumer refers to any or all of the following groups: older adults, person with disabilities, and/or their caregivers. The term consumer is used interchangeably with the term client throughout this document.

Older Adults/Seniors are individuals who are 60 years of age or older.

C. Required Experience

The selected respondent(s) must have demonstrated experience of a minimum of two (2) years with the provision of senior center management services. All proposed staff persons in management positions should have a minimum of three (3) years of hands on experience with the management of senior centers.

II. STATEMENT OF WORK:

DeKalb County Office of Senior Affairs (OSA) requests qualified and experienced respondents to submit proposals for the provision of daily management services for up to four (4) neighborhood senior centers located throughout DeKalb County, Georgia. Respondents may bid to manage one (1) senior center or multiple senior centers.

The names and locations of these centers are listed below:

- a. DeKalb Atlanta Senior Center [25 Warren Street Atlanta, GA 30317] ;
- b. Lithonia/East DeKalb Senior Center [2484 Bruce Street Lithonia, GA 30058] ;
- c. South DeKalb Senior Center [1930 Candler Road Decatur, GA 30032] ; and
- d. North DeKalb Senior Center (currently under construction) located in North DeKalb County [3393 Malone Drive Chamblee, GA 30341].

Senior Center	Number of Clients
DeKalb Atlanta	100
East DeKalb/Lithonia	100
North DeKalb	110
South DeKalb	150

An overview of daily management of a senior facility will include: managing the participant intake process, developing and managing special programs and events, the development and implementation of a variety of senior classes (recreational, health

and fitness, arts & crafts, computer/technology and social), and the coordination of senior center transportation services through the Office of Senior Affairs.

Operational Hours:

DeKalb County neighborhood senior centers are open for business a minimum of 250 days per year. Senior center hours of operation are 8:00 a.m. to 5:00 p.m. Monday - Friday (closed on weekends). An adequate number of senior center staff must be present onsite at all times during these operational hours to ensure the safety and security of each facility.

Neighborhood senior centers are closed on the following holidays:

- ✓ New Year's Day
- ✓ Martin Luther King, Jr.'s Birthday (observed)
- ✓ Presidents' Day
- ✓ Memorial Day
- ✓ Independence Day (Fourth of July)
- ✓ Labor Day
- ✓ Veteran's Day (observed)
- ✓ Thanksgiving Day
- ✓ Friday after Thanksgiving
- ✓ Christmas Day

County Sponsored After Hours/Special Events:

At times, there may be requests from entities within DeKalb County Government to utilize county senior facilities for various activities that occur after normal business hours (town hall meetings, senior center holiday parties and other special events). During these times the contracted senior center staff persons for each facility will be asked to stay late or work a minimum number of hours to support these events. On average, this may occur 1-2 times per quarter. Respondents should consider this factor when finalizing bid proposals.

A. Description of Tasks

The selected respondent shall provide the following services:

1. Staffing Requirements:

Must demonstrate an appropriate amount of experience with working with a population of older adults. In addition, the designated Senior Center Manager persons must have the ability to manage the daily administrative requirements, including the ability to complete required fiscal and programmatic reports in an accurate and timely manner. DeKalb County requires the following staffing component for each neighborhood senior center facility:

- a. The selected respondent(s) will ensure that a minimum of five (5) staff persons will be allocated to each senior center. A minimum of three (3) of these staff persons must be on site at all times during operational hours.

- b. The mandatory staff compliment includes a Senior Center Manager (full time), a Program Coordinator (full time), an Administrative Assistant (full time or part time), a Front Desk Receptionist (full time) and an Events Coordinator (part time).
- c. The Senior Center Manager shall be responsible for the overall daily management of the assigned facility.
- d. The Program Coordinator shall be responsible for developing and implementing all senior center programs and events. This position should work closely with class room instructors and community partners to expand and enhance current programming for the assigned facility (classes, special events and group trips).
- e. The Administrative Assistant shall be responsible for providing general office support to the Senior Center Manger and other designated staff as needed.
- f. The Front Desk Receptionist shall be responsible for greeting participants and visitors,
managing phone lines and assisting with other assigned administrative duties relevant to
effective management of the front desk of each assigned facility.
- g. The Events Coordinator shall be responsible for implementing the County's rental policies and procedures for the assigned facility which includes, assisting with rental paper work, handling and tracking rental schedules, payments and deposits, coordinating/ scheduling security and janitorial services needed for each rental and serving as the designated onsite

staff person for rental events.
- h. All staff persons (paid or un-paid or volunteer) who have direct contact with participants
must have a background check on file in accordance with DAS policy (Manual 5600, Section3036).
- i. All full time staff persons for each neighborhood senior center shall be trained to perform
basic first aid, CPR and the Heimlich maneuver. It is the responsibility of the selected respondent(s) to cover these training expenses for their staff persons. At least one trained staff person must be in the facility whenever participants are present.
- j. The Senior Center Manager and the Program Coordinator should both have ServeSafe
Certification. It is the responsibility of the selected respondent(s) to cover this training
expense for their staff persons and to ensure that this certification is maintained.

2. **Programmatic Requirements:**

Senior center management must demonstrate a strategic plan and provide a broad range of group and individual activities which reflect the needs and

interests of the older adults who attend their facilities. DeKalb County requires the following program requirements for each senior center facility.

- a. All neighborhood senior centers must offer a minimum of six (6) hours of planned activities per day, which includes a minimum of two (2) hours of planned wellness activities each day.
- b. Innovative Health and Wellness programs that are evidence based should also be considered and implemented when possible.
- c. All neighborhood senior centers must offer a minimum of one (1) hour of nutrition and education services per month
- d. Programs and activities must be designed to address older adults who have a high level of independence as well as seniors who are less independence (but still need minimum support within the senior center).
- e. The respondent(s) must consider demographics of the area that each facility is located when planning programs and activities.
- f. The County will maintain costs for classroom instruction (instructor salaries) for all current instructors teaching in neighborhood senior centers. Any additional instructors that may be needed to enhance programming must be reviewed and approved by the County.
- g. Group trips and excursions should be planned and designed to complement the population of seniors at the facility and their collective interests.
- h. The center management for each facility, in collaboration with the center site council, will be responsible for the development and implementation of formal processes for soliciting input and feedback regarding program activities and use the data in the process of planning future activities.

3. **Additional Requirements:**

A summary of tasks involved in the daily management of neighborhood senior centers is outlined below. The selected respondent(s) will be responsible for handling all aspects of the daily management the center which includes:

- a. Coordination of Meal the Reservation Process and the Nutrition Services Program with the identified congregate meals contract provider.
- b. Facilitation of the daily distribution of meals provided by the congregate meal contract provider.
- c. Implementation of state and federal guidelines regarding client eligibility for service, which includes facilitation of the in-take process and keeping accurate records of client eligibility/ intake information.
- d. Planning and implementation of health, fitness and other educational programs.
- e. Facilitation of client access to nutrition screening and assessment, nutrition education, and counseling on an individual bases, when appropriate.
- f. Observation and reporting of physical or emotional changes in senior participants and recording information regarding these changes as needed, collaborating with a County designated social worker to address senior participant physical or emotional needs.

- g. Utilizes the county's designated software programs and other forms of technology to accurately record senior participation and programmatic activities.
- h. Ensures that all client records are maintained in a safe and confidential manner and in accordance with HIPPA requirements.
- i. Attends all scheduled OSA senior management meetings and in-service trainings as required.
- j. Reports all needed facility repairs or building issues to the designated County representative in a timely manner.
- k. Coordination of Transportation Services for center participants with the identified Transportation Contract respondent.
- l. Implementation and management of the County's facility rental process.

B. Results or Outcome of Tasks

The selected respondent must ensure that their services achieve the following outcomes:

- 1. As a result of services provided, DeKalb County seniors will have community centers where they can meet to pursue mutual interests, receive services, and take part in activities that will enhance their health/wellness and quality of life.
- 2. As a result of services provided, seniors will have increased opportunities for recreation and social activities that will reduce feelings of loneliness and isolation.

C. Completion Schedules

The services to be performed under the contract resulting from this RFP shall commence within thirty (30) calendar days after receipt of written Notice to Proceed. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive seven hundred thirty (730) calendar day term at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days.

D. Performance and Quality Standards

The selected respondent(s) shall perform the tasks with the knowledge of the principles and practices as outlined above in Section II, Statement of Work. The selected provider(s) must be able to provide services to DeKalb County consumers Monday through Friday from 8:00 a.m. to 5:00 p.m. Services are generally not provided on weekends and holidays, however, limited service may be required occasionally.

E. Progress Reporting

The selected respondent(s) will be required to submit a monthly narrative report, along with a monthly invoice to the DeKalb County Office of Senior Affairs. The monthly report is a narrative report that details the specific services provided, outcomes, and accomplishments for each reporting period.

F. Place of Performance

The selected respondent(s) must provide Onsite management of one (1) or more of the following neighborhood senior centers:

- a. DeKalb Atlanta Senior Center [25 Warren Street Atlanta, GA 30317] ;
- b. Lithonia/East DeKalb Senior Center [2484 Bruce Street Lithonia, GA 30058] ;
- c. South DeKalb Senior Center [1930 Candler Road Decatur, GA 30032] ; and
- d. North DeKalb Senior Center (currently under construction) located in North DeKalb County [3393 Malone Drive Chamblee, GA 30341].

G. Government Furnished Property/Services:

- a. Senior Center Buildings and furnishings contained within each facility.
- b. Copier Machines and copy paper (vendor usage will be subject to County policy).
- c. Operational Expenses (electricity, water, gas, pest control, cable, phone etc...).
- d. Onsite Security Personnel and after hours Monitoring Services.
- e. Janitorial Services to ensure health and safety of senior patrons.

H. Specifications Business Requirements:

- a. Respondent shall maintain all applicable business licensure as identified by the State of Georgia and DeKalb County.
- b. Respondent shall maintain general liability insurance coverage for staff, volunteers and participants.
- c. Respondent shall ensure that all full time staff have and maintain certification in basic first aid, cardio-pulmonary resuscitation (CPR) and be able to perform the Heimlich maneuver.

I. Applicable Regulations: Program Legislation, Regulation, Program Standards and/or Guidelines

Division of A Regulatory requirements and guidelines for the management of the County's neighborhood senior centers can be found through the Georgia Department of Human Services Home and Community Based Services Manual #5300. Program guidelines and requirements applicable to all Home and Community Based Services

are in Section 202. Senior center requirements can be found in Section 206.

The selected respondent(s) shall ensure that each neighborhood center's operations and programming complies with all Georgia Department of Human Service, Atlanta Regional

Commission and DeKalb County Office of Senior Affairs standards. The selected respondent (s) must also collaborate with the DeKalb County Office of Senior Affairs to ensure that all federal, state, and local requirements regarding building maintenance, fire prevention, and health and safety codes are maintained for each facility.

The following is a list of applicable resources for more detailed information regarding federal and state regulations for the provision of **neighborhood senior center management:**

- a. Administration on Aging- Older Americans Act <http://www.aoa.gov/>
DHS/DAS HCBS Manual 5300: Section 206 Senior Center Requirements
- b. Six Dimensions of Wellness Model
<http://c.ymcdn.com/sites/www.nationalwellness.org/resource/resmgr/docs/sixdimensionsfactsheet.pdf>

J. Any Applicable Working Rules

All neighborhood senior center management services must be provided in compliance with the Georgia Department of Human Services (DHS)/Georgia Division of Aging Services (DAS)/ Home and Community Based Services manual listed above. Sections 202 and 208 outline general requirements, and Section 206.

K. Funding and Payment

Payment for all services will be made on a unit cost basis. Respondents will invoice monthly, utilizing monthly report forms provided by the DeKalb County Office of Senior Affairs. Additional documentation to support the invoice, including service logs, will be required.

REQUEST FOR PROPOSAL PROCEDURES

A. RESPONDER INFORMATION:

1. The Scope of Work is intended to be fair and non-restrictive. Responders are invited to inform the DeKalb County Government Purchasing and Contracting Department whenever scopes of work or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled proposal submittal deadline will not be acted upon unless the DeKalb County Government Purchasing and Contracting Department deems that it is in the best interest of the County to consider.
2. Delivery
Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the responder cannot meet the required service delivery dates, a proposal should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
3. Proposal Withdrawal
Proposals may be withdrawn at any time prior to the proposal submittal deadline. After the proposal submittal deadline, withdrawal of proposals shall be based upon Part III, Section IV, F. within the DeKalb County Purchasing Policy.
4. Expenses of Preparing Responses to this RFP
The County accepts no responsibility for any expenses incurred by the responders who submit proposals in response to this RFP. Such expenses are to be borne exclusively by the responder.
5. It is the responsibility of each responder to ensure that its submission is received by 3:00 p.m. on the proposal submission date. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Email, telephone, or fax bids will not be accepted.
6. Federal Work Authorization
Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Responder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each

Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

7. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including certified Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The current DeKalb

County List of Certified Vendors can be obtained from the Department of Purchasing and Contracting website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.

- b. It is mandatory that the LSBE Information forms be completed and submitted with responder's response.
- c. For more information on the LSBE requirements, please contact the DeKalb County LSBE Program Office at info@dekalblsbe.info or (404) 371 - 4770.

8. First Source Jobs Information

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance.

For more information on the First Source Jobs Ordinance requirement, please contact DeKalb Workforce Development at www.dekalbworkforce.org or (404) 687-3400.

9. Standard County Contract

Responders are cautioned to thoroughly understand and comply with all provisions covered within the County's sample contract. All responders should thoroughly review this document prior to submitting a response. **Any proposed revisions to the sample contract must be submitted in writing with the proposal. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made to the contract after award is made.** The County's RFP document and attachments, subsequent County addenda, the Responder's

response documents, and any mutually agreed upon additional terms are intended to be incorporated by reference into the contract.

10. Required Signatures

Proposals must be signed by an officer or agent of the company having the authority to bind the company in contract.

11. Ethics Rules

Responders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased

for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules.

12. Business and Professional License

Please provide a valid company business license and any professional license with your proposal. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the state of Georgia and a copy of a valid business license issued by its home jurisdiction, if applicable. Any license submitted in response to this RFP shall be maintained by the Contractor for the duration of the contract.

13. Insurance

Insurance must meet the County's requirements and will be furnished by the successful responder(s) upon award.

- a. Successful responder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.
- b. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:
 - i. Certificates must cover:
 - (1) *Statutory Workers' Compensation Insurance* of at least \$1,000,000 or proof that Contractor is not required to provide such coverage under State law.

- (2) *Professional Liability Insurance* on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (3) *Comprehensive Automobile Liability Insurance* with a minimum \$1,000,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
 - (4) *Commercial General Liability Insurance*
 - (a) Each Occurrence - \$1,000,000
 - (b) Fire Damage - \$250,000
 - (c) Medical Expense - \$10,000
 - (d) Personal & Advertising Injury - \$1,000,000
 - (e) General Aggregate - \$2,000,000
 - (f) Products & Completed Operations - \$1,500,000
 - (g) Contractual Liability where applicable
 - (5) *Umbrella or Excess insurance* is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate
- ii. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver
- of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- iii. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- iv. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
- v. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- vi. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County.

- vii. The insurance carrier must have a minimum of not less than “A” (Excellent) with a Financial Size Category of VII or better as determined by the rating firm A.M. Best.
- viii. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
- ix. Certificates to contain the location and operations to which the insurance applies.
- x. Certificates to contain successful contractor’s protective coverage for any subcontractor’s operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.
- xi. Certificates to contain successful contractor’s contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
- xii. Certificates shall be issued to the County and must identify the “Certificate Holder” as follows:

DeKalb County, Georgia
Director of Purchasing & Contracting
Maloof Administration Building, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

- c. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
 - d. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
 - e. Contractor is obligated to comply with any revisions to the County’s insurance requirements.
 - f. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor’s obligation to maintain such coverage.
14. Project Manager
The County will designate a Project Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Manager.
15. Contract Award
- a. An evaluation committee will review and score all proposals based on the following evaluation criteria

Technical Approach	30 points
Organizational Qualifications	20 points
Project Management	10 points
Personnel	10 points
References	5 points
Financials	5 points
Cost	10 points
Local Small Business Enterprise Participation (LSBE)	10 points

BONUS POINTS

Interview	10 points (if granted)
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- b. An interview list may be created to allow firms the opportunity to respond to questions from the evaluation committee relevant to the submitted proposals. Oral presentations to the evaluation committee shall not exceed one hour in duration.
 - c. The evaluation committee will recommend an award to the DeKalb County governing authority for the highest scoring proposal(s). The DeKalb County governing authority will make the final decision as to award of contract.
16. The County reserves the right to make one (1) award or multiple awards.
 17. The County's payment terms are Net 30 and payment shall be based upon completed deliverables, milestones, or tasks.
 18. **The County reserves the right to reject any and all proposals, to waive informalities, and to re-advertise.**
 19. **This RFP and the resulting contract are contingent upon available funding.**

B. INSTRUCTIONS TO RESPONDER:

1. Respondents may bid to provide services for one (1) service or for multiple services. **Responders must submit one (1) sealed original package (inclusive of a separate and sealed cost proposal) marked "Original" and seven (7) compact discs with each disc containing an identical copy of the Technical Proposal-;(inclusive of a separate and sealed cost proposal) marked "Copy" to the address listed above.**
2. Proposals must be submitted in sealed envelope(s) or box(es). **Please provide responder's name, solicitation name, and solicitation number on the outside of each envelope or box.**

3. All responders delivering proposals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Responders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to DeKalb County Government for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.
4. Failure to respond as instructed or to submit required information may cause your submittal to be deemed non-responsive. Responders are required to submit their proposal in the following format:

a. Cost Proposal

(DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL)

- i. The cost proposal must be submitted in a separate, sealed envelope.
 - 1) Provide the responder's name; solicitation name, solicitation number, and "Cost Proposal" on the outside of the envelope.
- ii. Including costs or fees in any area outside of the cost proposal shall result in responder's proposal being deemed non-responsive.
- iii. Responders are required to submit their costs on Attachment A, *Cost Proposal*.
Responders shall not alter the cost proposal form.

b. Technical Proposal (DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION)

- i. **Responder shall complete Attachment B, *Proposal Acknowledgement Form*, and include it as the first page of the technical proposal.**
- ii. **Technical Approach:**
 - 1) Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified in the scope of work. Specifically, the technical proposal should include the following items:
 - (a) describe how daily management services for each facility will be provided;
 - (b) describe the process to be used to develop and implement programming for each facility;
 - (c) describe staff scheduling process and describe method for handling alternate scheduling needs to maintain service delivery in the event of expected or unexpected staff absences;
 - (d) describe respondent's policies and procedures that ensure services will be delivered in accordance with client service plans;
 - (e) describe how respondent will resolve client issues effectively and in a timely manner;
 - (f) describe any special materials or techniques respondent has developed to serve special populations;

- (g) describe methods to be used to provide services to clients with Limited English Proficiency/Sensory Impairment (LEP/SI);
 - (h) identify any proposed subcontractors. Indicate the exact nature of work, amount of work, and cost of work to be done by each proposed subcontractor. Include a statement from each proposed subcontractor, signed by an individual authorized to legally bind the subcontractor, and stating:
 - 1. The general scope of work to be performed by the subcontractor;
 - 2. The subcontractor's willingness to perform the work indicated; and
 - 3. That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or disability.
- 2) ***Special Initiatives, Innovations, or Collaborations:*** must provide a detailed narrative that addresses the following:
- (a) describe any special initiatives or innovations that will enhance respondent's program in the community;
 - (b) describe any new or ongoing plans to obtain additional financial support or resources for this program;
 - (c) describe any partnerships or collaborations with other community organizations or private businesses that will strengthen the services provided by the respondent.
- 3) ***Technology and Ability to Meet Reporting Requirements:*** must be a detailed narrative that addresses the following:
- (a) describe agency's capacity for and use of technology, both in agency administration and service delivery;
 - (b) describe agency's plan for maintaining adequate hardware, software, etc.;
 - (c) list person(s) responsible for data validation, data entry, and reporting.
- iii. **Organizational Qualifications:** must provide a detailed narrative that addresses the following:
- (a) describe the qualifications and capability of staff to provide effective services that will meet all the program standards;
 - (b) outline respondent's background and capacity to provide senior center management services responsibly and effectively. Address sustainability and the qualifications of respondent's organization and staff to provide services as proposed;
 - (c) describe how respondent will interface with the DeKalb County Office of Senior Affairs/or Atlanta Regional Commission to effectively resolve issues related to service delivery and clients.
 - (d) **state whether you are a DeKalb County Firm.**
yes _____ or no _____

- iv. **Project Management:** must provide a detailed narrative that addresses the following:
- (a) submit resumes of each key team member;
 - (b) describe how respondent's will provide new staff orientation, training, and provide an outline of the orientation schedule and topics;
 - (c) describe respondent's plan for conducting ongoing staff training including topics and number of training sessions to be held;
 - (d) describe method respondent will use to determine the training needs of staff and/or volunteers;
 - (e) describe the agency's staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year;
 - (f) describe respondent's policy or procedures concerning client confidentiality;
 - (g) describe how respondent's will ensure the quality of the programming within the neighborhood senior center to clients;
 - (h) describe how respondent's will determine the consumer satisfaction with services.
- v. **Personnel:** must provide a detailed narrative that addresses the following:
- (a) identify the number of paid full time equivalents (FTEs) by job titles that will be devoted to this project;
 - (b) provide an organizational chart which clearly identifies current staffing;
 - (c) describe respondent's policy regarding criminal background checks and drug screening of new and current employees;
 - (d) provide respondent's administrative office hours and location(s);
 - (e) state when (days and hours of operation) client services will be provided;
 - (f) provide any other pertinent information regarding administrative and service delivery site(s).
- vi. **References:** must provide details that addresses the following:
- (a) provide three (3) references for services similar in size and scope. Include the name of the organization, the point of contact, and the contact's phone number, fax number and email address and all additional information requested on the *Reference and Release Form*, included as Attachment E.
 - (b) provide three (3) references for each proposed vendor partner and subcontractor (LSBE and non-LSBE) using *Reference and Release Form (Subcontractor)* attached hereto as Attachment F.
- vii. **Financials:** must provide details that addresses the following:
- (a) provide financial statements (audited statements preferred; if not, a minimum of a balance sheet, income statement and cash flow statement) for the last three (3) years that shows evidence that the responder has the financial capacity to perform the scope of work;
 - (b) provide year of incorporation.

5. Complete and include Attachment D, *Proposal Forms and Documents Checklist*.
6. Complete and include the *Responder Affidavit*, attached hereto as Attachment G.
7. Complete and include a *Subcontractor Affidavit*, and a *Sub-subcontractor Affidavit*, for each subcontractor and sub-subcontractor, if applicable. See Attachments H and I.
8. Responders must complete and include the *LSBE Information* forms, attached hereto as Attachment J.
9. Complete and include the *First Source Jobs Ordinance Information* forms, attached hereto as Attachment K.
10. Complete and include any revisions to Attachment L, *Sample County Contract*.

Sincerely,

Sonia Gilbert

Sonia Gilbert
Procurement Agent Senior
Department of Purchasing and Contracting

Attachment A

COST PROPOSAL
(Consisting of two (2) pages)

COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT IN RESPONDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Responder must complete and submit the attached pages of the Cost Proposal. **The cost proposal must be submitted in a separate, sealed envelope with the responder's name, solicitation name, solicitation number, and "Cost Proposal" clearly identified on the outside of the envelope.**

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Print Name of Authorized Signer

Business Entity Street Address

Title of Authorized Signer

Business Entity City, State and Zip Code

Authorized Signature

Contact Person's Phone Number

Name of Business Entity Submitting Bid

Contact Person's Fax Number

Business Entity County

Contact Person's E-Mail Address

COST PROPOSAL FORM

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

Respondents may bid to provide services for one (1) senior center or for multiple centers.

List the cost for Year 1- Year 3 for each center that you choose to submit a bid.

State a FIRM TOTAL SUM that includes all direct and indirect costs as well as all things necessary to provide neighborhood senior center management services.

IMPORTANT NOTE: The annual cost for Senior Center Management must meet the following objectives:

1. **Staffing Costs** for 250 service days/year with the following staffing component:
 - a. Center Manager (minimum of 35 hours per week)
 - b. Program Coordinator (minimum of 35 hours per week)
 - c. Administrative Assistant (35 hours per week or 20 hours per week)
 - d. Front Desk Receptionist (minimum of 35 hours per week)
2. **Programming Costs** (office supplies, class supplies...etc.)

Annual Cost	Year 1	Year 2	Year 3	Total
DeKalb Atlanta Senior Center 25 Warren Street Atlanta, Georgia 30317				
East DeKalb/ Lithonia Center 2484 Bruce Street Lithonia, Georgia 30058				
North DeKalb Senior Center 3393 Malone Drive Chamblee, Georgia 30341				
South DeKalb Senior Center 1930 Candler Road Decatur, Georgia 30032				
Total				

THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON AVAILABLE FUNDING.

Attachment B

PROPOSAL ACKNOWLEDGEMENT FORM

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County in accordance with the Request for Proposal documents.

Print Name of Authorized Signer

Business Entity Street Address

Title of Authorized Signer

Business Entity City, State and Zip Code

Authorized Signature

Contact Person's Phone Number

Name of Business Entity Submitting Bid

Contact Person's Fax Number

Business Entity County

Contact Person's E-Mail Address

- Responder acknowledges addendum(s): No. 1____, No. 2____, No. 3____
- Responder acknowledges that this bid is valid until February 10, 2017 or for 90 days after the actual bid opening date, if the bid opening date is extended.
____ (Initial)
- Responder acknowledgment of Revisions to the Standard County Contract:

Only initial the applicable choice

Responder has no revisions _____ (Initial)

Responder has revisions and they are included with the proposal submittal _____ (Initial)

Attachment C

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING SERVICES**

Instructions:

1. Complete the form in its entirety for each subcontractor that will provide services and submit with proposal.
2. Please be advised that LSBE subcontractors cannot be removed from a project without pre-approval from the LSBE Program Office.
3. Please submit executed contracts between the Prime and LSBEs with the proposal documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

(Name of Prime Contractor Firm)

_____ ☐ **LSBE-DeKalb** ☐ **LSBE-MSA** ☐ **MBE** ☐ **WBE**
(Name of Subcontractor Firm) **(Check any that apply)**

The undersigned subcontractor is prepared to perform the following described work or provide materials or services
in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment D**PROPOSAL FORMS AND DOCUMENTS CHECKLIST**

Attachment	Form or Document Title	Indicate YES or NO If Included With Proposal
A	Cost Proposal (two 2 pages)	
B	Proposal Acknowledgement Form	
C	Letter of Intent to Perform as a Subcontractor Providing Services	
D	Proposal Forms and Documents Checklist	
E	Reference and Release Form (Responder)	
F	Reference and Release Form (Subcontractor)	
G	Responder Affidavit	
H	Subcontractor Affidavit, if applicable*	
I	Sub-subcontractor Affidavit, if applicable*	
J	LSBE Information Forms (Exhibit 1-2)	
K	First Source Jobs Information Forms (Exhibit 1 and 2)	
-	Revisions to the Standard County Contract, if applicable	
-	Business License or Certificate of Authority to do Business in Georgia and out of state Business License	
-	Articles of Incorporation or Articles of Organization, if applicable	

***These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the proposal. Failure to submit these forms, if applicable, may result in the proposer being deemed non-responsive.**

I, the undersigned, acknowledge that I have included the requested documents as listed above.

Printed Name

Signature

Attachment E**REFERENCE AND RELEASE FORM (RESPONDER)**

You must submit three (3) viable references from governmental agencies with direct contact information who can verify your experience and ability to perform the type of service listed in the solicitation. Failure to submit references with direct contact information may cause your proposal to be deemed non-responsive.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name	Services/Materials Provided		

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name	Services/Materials Provided		

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name	Services/Materials Provided		

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

Attachment F**REFERENCE AND RELEASE FORM (SUBCONTRACTOR)**

You must submit three (3) viable references with direct contact information who can verify your experience and ability to perform the type of services as indicated by the responder or as listed in the solicitation. Failure to submit references with direct contact information may cause your proposal to be deemed non-responsive.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name	Services/Materials Provided		

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name	Services/Materials Provided		

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name	Services/Materials Provided		

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature)

Company Name _____ Date _____

Attachment G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [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 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, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Company Name

Federal Work Authorization Enrollment Date

Authorized Officer or Agent Signature

Title of Authorized Officer or Agent of Bidder
Identification Number

Federal Work Authorization

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

Attachment H

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor 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 under a contract with _____ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA 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 Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor 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 Subcontractor

RFP 16-500415 Neighborhood Senior Center Management
Name of Project

DeKalb County, GA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2016 in _____ (city), _____ (state).

By: _____
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 _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

Attachment I

SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor 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 Subcontractor

RFP 16-500415 Neighborhood Senior Center Management
Name of Project

DeKalb County
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2016 in _____ (city), _____ (state).

By: _____
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 _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

Attachment J

**LSBE INFORMATION
(WITH EXHIBITS 1 – 2)**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request for Proposal (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a Schedule of LSBE Participation, attached hereto as Exhibit 1. For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents. The certified vendor list compiled by the Purchasing and Contracting Department of DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of Exhibit 1. Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The Schedule of LSBE Participation or the Checklist for Good Faith Efforts shall be due and submitted with each

bid or proposal. Failure to complete and submit the Schedule of LSBE Participation or Checklist for Good Faith Efforts, attached hereto as Exhibit 1, and the notarized Bidder Statement of Compliance, attached hereto as Exhibit 2, shall result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE Subcontractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all LSBE subcontractors have been paid within ten (10) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit 3.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached Exhibit 1, also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

LSBE INFORMATION EXHIBIT 1

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

As specified, Responders are to present the details of LSBE, MBE, and WBE participation below:

PRIME RESPONDER: _____

SOLICITATION NUMBER: RFP No. 16-500415

TITLE OF UNIT OF WORK: Neighborhood Senior Center Management (Multiyear Contract)

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____LSBE-DeKalb ____LSBE-MSA ____MBE ____WBE ____N/A
2. If you are a DeKalb County Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid) that your firm will carry out directly:_____.
3. If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm.

4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized on this contract, if awarded. No changes can be made to the subcontractors listed below without the prior written approval of the County. Include certification letters.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification:	
LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of to be performed	

Please attach additional pages, if necessary.

LSBE INFORMATION EXHIBIT 1, CONT'D**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of LSBEs in general circulation media and trade association publications at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
2.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication with Contract Compliance seeking assistance in identifying available LSBEs. Provide Contract Compliance representative name and title.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents. Provide subcontractor information as requested by forms provided by Contract Compliance.
8.			Other Actions (specify):

Please explain all "no" answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to

assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Felton Williams, Special Projects Manager at 404-371-6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department is available on our website at <http://www.dekalbcountyga.gov/>.

LSBE INFORMATION EXHIBIT 2

BIDDER STATEMENT OF COMPLIANCE

Responder(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit 1 and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

PLEASE COMPLETE, NOTARIZE, AND RETURN THIS FORM WITH THE BID

Firm Name (Please Print):

Firm's Officer: _____
(Authorized Signature and Title) Date

Sworn to and subscribed to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires:

ATTACHMENT K

**FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)**

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an ***Employment Roster*** and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

Please return this form to DeKalb Workforce Development, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

DeKalb Workforce Development 774 Jordan Lane, Building #4, Decatur, GA 30033 (404) 687-3400 www.dekalbworkforce.org
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

**FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 2**

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring: _____

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

Please return this form to DeKalb Workforce Development, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

**FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3**

BUSINESS SERVICE REQUEST FORM

Please note: We need one form completed for each position that you have available.

DATE:

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE:

CONTACT FAX:

CONTACT E-MAIL ADDRESS:

Are you a private employment agency or staffing agency? ☐ **YES** ☐ **NO**

**JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)
POSITION TITLE:**

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

WEEKLY WORK HOURS: 20-30 hours ☐ 30-40 hours ☐ Other ☐

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM ☐ **TEMP** ☐ **TEMP-TO-PERM** ☐ **SEASONAL** ☐

PUBLIC TRANSPORTATION ACCESSIBILITY YES ☐ NO ☐

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

☐ **CREDIT** ☐ **DRUG** ☐ **MVR** ☐ **BACKGROUND** ☐ **OTHER** _____

Please return form to: Business Relations Unit (First Source)

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 4

EMPLOYMENT ROSTER

DeKalb County

[illegible]

ATTACHMENT L

SAMPLE STANDARD COUNTY CONTRACT

PROJECT NO. 16-500415

THIS AGREEMENT made as of this ____ day of ____, 20____, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, an _____ organized and existing under the laws of the State of _____, with offices in _____ County, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide Neighborhood Senior Center Management in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2021, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed XXXXX ~~(\$XXXXXXX)~~, unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The County’s Chief Executive Officer or his/her designee shall have the authority to approve and execute all change orders to contracts up to an absolute value of 20% of the original contract, provided the total change order amount is less than \$100,000.00. If the original contract or purchase order price does not exceed \$100,000.00, but the change order will make the total price of the contract exceed \$100,000.00, then the change order requires approval by official action of the Governing Authority. Change orders to contracts that did not require official action of the Governing Authority upon the original execution thereof and which amend the scope of work, term, time and/or total cost not exceeding \$100,000.00, may be approved by the Chief Executive Officer or his designee(s) in the same manner as the original contract. Amounts paid to the Contractor shall comply with and not exceed the Contractor’s Cost Proposal consisting of XX page(s) attached hereto as Attachment 1 of this agreement and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted:

Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info.

ARTICLE III. SCOPE OF WORK

The Contractor agrees to provide Neighborhood Senior Center Management in accordance with the *County's Request for Proposals No. 16-500415 Neighborhood Senior Center Management (Multiyear Contract)* and addenda, attached hereto as Attachment 2 and incorporated herein by reference, and the *Contractor's Response to the County's Request for Proposals No. 16-500415* thereto, attached hereto as Attachment 3 and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE IV. GENERAL CONDITIONS

A. **Accuracy of Work.** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work.** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents.** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. Successors and Assigns. The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

E. Reviews and Acceptance. Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

F. Termination of Agreement. The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

G. Indemnification Agreement. The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County indemnities," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County indemnities, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnities against claims, actions, or expenses based upon or arising out of the County Indemnities' sole negligence. As between the County indemnities and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or

Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County indemnities from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnities', where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. Insurance. Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (1) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (2) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (3) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:
 - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general

- liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. The Contractor shall provide Fidelity Bond coverage. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:
DeKalb County, Georgia
Director of Purchasing & Contracting
Maloof Administration Building, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

I. Georgia Laws Govern. The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

J. Venue. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

K. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign a *Contractor Affidavit under O.C.G.A. §13-10-91* evidencing its compliance with the Federal Work Authorization Program. The signed affidavit is attached to this Contract as Attachment 4 and incorporated by reference. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed *Subcontractor Affidavit under O.C.G.A. §13-10-91* obtained in connection with this Contract shall be attached hereto as Attachment 5 and incorporated by reference. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed *Sub-subcontractor Affidavit under O.C.G.A. §13-10-91* obtained in connection with this Contract shall be attached hereto as Attachment 6 and incorporated by reference.

L. County Representative. The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

M. Contractor's Status. The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work

assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

N. Georgia Open Records Act. Contractor will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

O. First Source Jobs Ordinance and Preferred Employees. The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on the First Source Jobs Ordinance requirement, please contact DeKalb Workforce Development at www.dekalbworkforce.org or 404-687-3400.

P. Business License. Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. Right to Audit. The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records,

together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

R. Sole Agreement. This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. Additional Attachments. This Contract includes the following Additional Attachments all of which are incorporated herein by reference: Attachment 7, *Certificate of Corporate Resolution/Business Organization Documents*; Attachment 8, *Business Organization Documentation*; Attachment 9, *Business and Professional License Documentation*; Attachment 10, *Insurance Documentation*; and Attachment 11, *Ethics Rules Executive Order 2014-4 Ethics Rules*.

T. Severability. If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. Notices. Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Procurement Officer
Department of Purchasing and Contracting
Malooof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

And

Executive Assistant
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

If to the Contractor:

With a copy to:

V. Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. Controlling Provisions. The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this _____ day of _____, 20____.

CONTRACTOR'S LEGAL NAME

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

_____ **by Dir.**(SEAL)
LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Title

Date

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director Signature

County Attorney Signature

Department Director Name (Typed or Printed)

County Attorney Name (Typed or Printed)

ATTACHMENT 1
SAMPLE STANDARD COUNTY CONTRACT

Contractor's Cost Proposal

ATTACHMENT 2
SAMPLE STANDARD COUNTY CONTRACT

County's Request For Proposals

ATTACHMENT 3
SAMPLE STANDARD COUNTY CONTRACT

Contractor's Response to County's Request for Proposals

ATTACHMENT 4
SAMPLE STANDARD COUNTY CONTRACT

Contractor Affidavit

ATTACHMENT 5
SAMPLE STANDARD COUNTY CONTRACT

Subcontractor Affidavit

ATTACHMENT 6
SAMPLE STANDARD COUNTY CONTRACT

Sub-Subcontractor Affidavit

ATTACHMENT 7
SAMPLE STANDARD COUNTY CONTRACT

Certificate of Corporate Resolution

ATTACHMENT 8
SAMPLE STANDARD COUNTY CONTRACT
Business Organization Documents

ATTACHMENT 9
SAMPLE STANDARD COUNTY CONTRACT
Business License and Professional License Documentation

ATTACHMENT 10
SAMPLE STANDARD COUNTY CONTRACT
Insurance Documentation

ATTACHMENT 11
SAMPLE STANDARD COUNTY CONTRACT
Ethics Rules Executive Order 2014-4 Ethics Rules