



**DeKalb County**  
**Department of Purchasing and Contracting**  
Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

---

October 17, 2016

**REQUEST FOR PROPOSALS (RFP) NO. 16-500420**

**FOR**

**EXCISE TAX AND BUSINESS AND ALCOHOL LICENSE  
RENEWAL CONSULTING SERVICES  
(MULTI-YEAR CONTRACT)**

Procurement Agent: Michelle Butler, Esq., CPCM  
Phone: (404) 687 - 3581  
Email: [mnbutter@dekalbcountyga.gov](mailto:mnbutter@dekalbcountyga.gov)

Pre-Proposal Conference: November 3, 2016

Deadline for Receipt of Questions: November 11, 2016

Deadline for Submission of Proposals: November 23, 2016

---

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

---

## TABLE OF CONTENTS

| <b>Section</b> | <b>Title</b>  | <b>Page</b> |
|----------------|---|-------------|
| I.             | Introduction.....   | 3           |
| II.            | Statement of Work.....                                      | 4           |
| III.           | Proposal Format.....  | 4           |
|                | A. Cost Proposal .....                                      | 5           |
|                | B. Technical Proposal.....                                  | 5           |
|                | C. Local Small Business Enterprise Ordinance.....           | 6           |
|                | D. Federal Work Authorization Program .....                 | 7           |
| IV.            | Criteria for Evaluation .....                               | 7           |
| V.             | Contract Administration .....                               | 7           |
|                | A. Submittal Instructions.....                              | 7           |
|                | B. Pre-Proposal Conference.....                             | 8           |
|                | C. Questions.....   | 8           |
|                | D. Acknowledgement of Addenda .....                         | 8           |
|                | E. Proposal Duration.....                                   | 9           |
|                | F. Project Director/Contract Manager .....                  | 9           |
|                | G. Expenses of Preparing Responses to this RFP.....         | 9           |
|                | H. Georgia Open Records Act.....                            | 9           |
|                | I. First Source Jobs Ordinance.....                         | 9           |
|                | J. Business License .....                                   | 10          |
|                | K. Insurance.....   | 10          |
|                | L. Right to Audit .....                                     | 12          |
|                | M. Sample Standard County Contract.....                     | 13          |
| VI.            | Award of Contract. ....                                     | 13          |
| VII.           | List of Attachments.....                                    | 14          |
|                | Attachment A. Statement of Work .....                       | 15          |
|                | Attachment B. Cost Proposal.....                            | 20          |
|                | Attachment C. Proposal Cover Sheet .....                    | 22          |
|                | Attachment D. Contractor Reference and Release Form.....    | 23          |
|                | Attachment E. Subcontractor Reference and Release Form..... | 24          |
|                | Attachment F. LSBE Information.....                         | 25          |
|                | Attachment G. Responder/Contractor Affidavit.....           | 34          |
|                | Attachment H. Subcontractor Affidavit.....                  | 35          |
|                | Attachment I. Sub-Subcontractor Affidavit.....              | 36          |
|                | Attachment J. First Source Jobs Information Forms .....     | 37          |
|                | Attachment K. Sample Standard County Contract.....          | 41          |

## **I. INTRODUCTION**

### **A. GENERAL INFORMATION**

1. DeKalb County (the County) is soliciting proposals from firms with experience and expertise in providing administration of all business and alcohol license renewals as well as collection of other excise taxes for existing business license accounts. The County seeks submittals in response to Request for Proposals (RFP) No. 16-500420 Excise Tax And Business And Alcohol License Renewal Consulting Services (Multi-Year Contract) for the Business Licensing unit of the Department of Planning and Sustainability (hereinafter, “the Department” or “DCBL”).
2. The Department seeks to better serve its customers, streamline business processes, and enhance revenue collection through the provision of a three year contract for the administration of all business and alcohol license renewals as well as collection of other excise taxes for existing business license accounts. The County would like to begin this engagement in time for the Contractor to process 2017 renewals.
3. DCBL is currently responsible for processing new applications and business license renewals as well as ongoing collection of each tax type listed in Table A below. The total number of accounts and revenue derived from each source in 2015 is listed in Table A.

**Table A**

| <b>Revenue Source</b>          | <b>Number of<br/>Accounts in 2015</b> | <b>Total Revenue in 2015</b> |
|--------------------------------|---------------------------------------|------------------------------|
| Business License - New         | 1,767                                 | \$523,912.00                 |
| Business License - Renewal     | 9,933                                 | \$11,739,055.91              |
| Alcohol License - New          | 112                                   | \$287,039.72                 |
| Alcohol License - Renewal      | 504                                   | \$1,495,363.01               |
| Alcohol Excise Tax - Wholesale | 38                                    | \$7,196,873.58               |
| Alcohol Excise Tax - Drink     | 153                                   | \$572,652.65                 |
| Hotel/Motel Tax                | 68                                    | \$6,293,036.99               |
| Rental Car Tax                 | 14                                    | \$625,375.81                 |
| Energy Excise Tax              | 9                                     | \$427,343.09                 |
| Financial Institutions Tax     | 11                                    | \$758,000.00                 |
| <b>Total</b>                   | <b>12,337</b>                         | <b>\$29,918,652.76</b>       |

4. Anyone conducting business in unincorporated DeKalb County must obtain a business license from the County. Businesses must renew their license annually on or before April 15 or they are deemed delinquent. Similarly, anyone selling alcoholic beverages, whether by the drink, at a retail package store, or as a wholesaler, must obtain an Alcohol License, and must file an application to renew that license each year before November 30.
5. As applicable, businesses must submit their Hotel/Motel, Rental Car, Alcohol Excise (by the drink and wholesale), and Energy Excise taxes by the 20<sup>th</sup> of each month. The Financial Institutions tax is due annually on March 1<sup>st</sup>.

**B. REQUIRED DOCUMENTS**

The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder's technical proposal:

| <b>Required Documents</b>  | <b>Attachment</b> |
|--|-------------------|
| Cost Proposal Form<br>(2 pages - 1 copy, separate & sealed)                    | B                 |
| Proposal Cover Sheet   | C                 |
| Contractor Reference and Release Form  | D                 |
| Subcontractor Reference and Release Form<br>(make additional copies as needed) | E                 |
| LSBE Information Forms (Exhibits 1 - 3)  | F                 |
| Responder/Contractor Affidavit   | G                 |
| Subcontractor and Sub-subcontractor Affidavit, if applicable                   | H and I           |
| First Source Jobs Information Forms (Exhibit 1 and 2)                          | J                 |
| Exceptions to the Scope of Work or Standard County<br>Contract, if any         | -                 |

**Failure to return these attachments may render your proposal non-responsive.**

C. The County's payment terms are Net 30 and payment shall be based upon performance.

D. The County reserves the right to make one award or multiple awards.

**II. STATEMENT OF WORK**

The successful responder shall provide all things necessary to provide Excise Tax and Business and Alcohol License Renewal Consulting Services as described in this RFP and Attachment A, *Statement of Work*, attached hereto and included herein by reference.

**III. PROPOSAL FORMAT**

Responders are required to submit their proposals in the following format:

**A. COST PROPOSAL**

1. The cost proposal shall be submitted on the *Cost Proposal Form*, Attachment B, in a separate, sealed envelope with the Responder's name and "Cost Proposal for Request for

Proposals No. 16-500420 for Excise Tax And Business And Alcohol License Renewal Consulting Services (Multi-Year Contract)” on the outside of the envelope. **Responder shall not alter the Cost Proposal Form in any manner.**

2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees or costs in any area outside of the Cost Proposal and its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.

## B. TECHNICAL PROPOSAL

1. Responders should complete Attachment C, *Proposal Cover Sheet*, and include this as the first page of the technical proposal, followed by the Introduction (optional), Technical Approach, Project Management, Personnel, Organizational Qualifications, Financial Statements, References, and the remaining required documents (See Section I.B. for the list of required documents).
2. Technical Approach:
  - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
  - b. Include a listing of the County’s responsibilities and the Responder’s responsibilities required to complete the project;
  - c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion; and
  - d. Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with project completion.
3. Project Management:
  - a. Describe how the project will be organized and managed;
  - b. Describe the technology tools that will be utilized to implement the project
  - c. Describe progress reporting procedures for the project;
  - d. Explain the anticipated role of subcontractors or vendors; and
  - e. Describe the resources necessary to accomplish the purpose of the project.
4. Personnel:
  - a. Identify and describe the roles and qualifications of the individuals who will be part of the project team;
  - b. Identify and describe the roles and qualifications of any outside personnel, such as subcontractors; and
  - c. Provide detailed resumes of all team members and subcontractors who will be directly working on the project.
5. Organizational Qualifications and Financial Capabilities
  - a. Organization

- i. Describe Responder's experience, capabilities and other qualifications to perform the tasks and achieve the outcome as listed in this RFP;
    - ii. Provide the number of years the Responder has operated under the current the company name;
    - iii. Describe the Responder's experience with municipal license administration, tax collection services, record keeping, database management and reporting systems, and/or related services;
    - iv. State whether the Responder has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government;
  - b. References
    - i. Responder shall provide at least three (3) references for projects similar in size and scope to the project specified herein using the *Contractor Reference and Release Form* attached hereto as Attachment D.
    - ii. Responder shall provide at least three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment E, *Subcontractor Reference and Release Form*. Make additional copies as needed.
  - c. Financials
    - i. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work.
    - ii. Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement should be submitted.
    - iii. Provide the Responder's year of incorporation along with financial information.
6. Technical Proposals shall be submitted in a sealed envelope(s) or box(es) with the Responder's name and "Request for Proposals No. 16-500420 Excise Tax And Business And Alcohol License Renewal Consulting Services" on the outside of each envelope or box. **DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.**

#### C. LOCAL SMALL BUSINESS ENTERPRISE ORDINANCE

1. 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. See Attachment F, *LSBE Information* forms provided with this RFP. The County's *Schedule of Local Small Business Enterprise Participation Opportunity Tracking Form* (Exhibit 1) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit 2) are included in the Request for Proposal (RFP). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.
2. For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact

the Contract Compliance Division at pcdadmin-ops@dekalbcountyga.gov or (404) 371 - 7051.

3. In order for a Proposal to be considered, it is **mandatory** that the Schedule of Local Small Business Enterprise Participation Opportunity Tracking Form (Exhibit 1) and Letter of Intent to Perform as a Subcontractor or Provide Materials or Services (Exhibit 2) be completed and submitted with responder's proposal.

#### D. FEDERAL WORK AUTHORIZATION PROGRAM CONTRACTOR AND SUBCONTRACTOR EVIDENCE OF COMPLIANCE

1. All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, it is **mandatory** that the *Responder/Contractor Affidavit*, Attachment G, be completed and submitted with responder's proposal.
2. Qualifying contractors must submit a completed *Subcontractor Affidavit*, and a *Sub-subcontractor Affidavit*, for each subcontractor and sub-subcontractor, if applicable. See Attachments H and I.

#### IV. **CRITERIA FOR EVALUATION**

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Cost Proposal (10 points)
- B. Technical Proposal (80)
  1. Technical Approach (25 points)
  2. Project Management (25 points)
  3. Personnel (15 points)
  4. Organizational Qualifications and Financial Capabilities (15 points)
- C. Local Small Business Enterprise Participation (10 points)
- D. Optional Interview for Shortlisted Firms (10 points) - bonus

#### V. **CONTRACT ADMINISTRATION**

##### A. SUBMITTAL INSTRUCTIONS

1. **One (1) original Technical Proposal stamped "Original" and 6 identical copies of the Technical Proposal stamped "Copy"; and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on November 23, 2016.**

DeKalb County Department of Purchasing and Contracting  
The Maloof Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

2. Responders are encouraged to submit one sealed package that contains the separate and sealed technical proposal and cost proposal as indicated above. The sealed proposal package must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 16-500420 Excise Tax And Business And Alcohol License Renewal Consulting Services" on the outside of the envelope(s) or box(es).
3. 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. 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.

#### B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 2:00P.M. EST, NOVEMBER 3, 2016 at Main Conference Room, Maloof Building, 1300 Commerce Drive, Decatur, GA 30030. *Out of state firms unable to attend the conference in-person may contact the Procurement Agent to discuss participating via teleconferencing.* Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Michelle Butler, Procurement Agent Senior at (404) 687-3581 or via email [mnbutler@dekalbcountyga.gov](mailto:mnbutler@dekalbcountyga.gov).

#### C. QUESTIONS

All questions concerning the RFP and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted **in writing** to Michelle Butler, via email to [mnbutler@dekalbcountyga.gov](mailto:mnbutler@dekalbcountyga.gov), no later than 5:00 P.M. EST, NOVEMBER 11, 2016. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

#### D. ACKNOWLEDGMENT OF ADDENDA

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Michelle Butler at (404) 687 - 3581 or send an email to [mnbutler@dekalbcountyga.gov](mailto:mnbutler@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda



issued for this project may be found on DeKalb County's website, [http://www.dekalbcountyga.gov/purchasing/pc\\_formal\\_solicitation\\_current\\_bids.html](http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html).

#### E. PROPOSAL DURATION

Proposals submitted in response to this RFP must be marked as valid until MARCH 23, 2017 or for a period of one hundred twenty (120) days from proposal submission deadline, if the proposal deadline is extended.

#### F. PROJECT DIRECTOR/CONTRACT MANAGER

The County will designate a Project Director/Contract 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 Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

#### G. EXPENSES OF PREPARING RESPONSES TO THIS RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

#### H. GEORGIA OPEN RECORDS ACT

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

#### I. FIRST SOURCE JOBS ORDINANCE

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 this Ordinance requirement, please contact WorkSource DeKalb at (404) 687-3400 or [www.worksourcedekalb.org](http://www.worksourcedekalb.org).

Responder shall complete and submit Attachment J, *First Source Jobs Ordinance Information*

forms (Exhibit 1-2) attached to this RFP.

J. BUSINESS 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 responder for the duration of the contract.

K. INSURANCE

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

1. 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.
2. 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:

a. Certificates must cover:

- i. *Statutory Workers' Compensation Insurance* of at least \$1,000,000 or proof that Contractor is not required to provide such coverage under State law.
  - a) Employer's liability insurance by accident, each accident \$1,000,000
  - b) Employer's liability insurance by disease, policy limit \$1,000,000
  - c) Employer's liability insurance by disease, each employee \$1,000,000
- ii. *Professional Liability Insurance* on the Contractor's services in this Agreement with limit of \$1,000,000;
- iii. *Comprehensive Automobile Liability Insurance* with a minimum \$1,000,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
- iv. *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
- v. *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

- iv. *Fidelity Bond* consistent with the total revenue amounts anticipated to be collected each year of the contract on behalf of the County.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
- i. Certificates to contain the location and operations to which the insurance applies.
- j. 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.
- k. 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.

1. 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  
1300 Commerce Drive, 2nd Floor  
Decatur, Georgia 30030

3. 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.
4. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
5. Contractor is obligated to comply with any revisions to the County's insurance requirements.
6. 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.

#### L. 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.

#### M. 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.

#### N. REQUIRED SIGNATURES

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

#### O. SAMPLE STANDARD COUNTY CONTRACT

1. Attachment K, *Sample Standard County Contract* is the standard contract document which specifically outlines the contractual responsibilities.
2. Responders are cautioned to thoroughly understand and comply with all provisions covered within the County's sample contract. All responders should thoroughly review the document prior to submitting a proposal. **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.**

### VI. CONTRACT AWARD

- A. An evaluation committee will review and score all proposals based on the qualifications and information provided in Section III. PROPOSAL FORMAT, and Section IV, EVALUATION CRITERIA.
- 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. Interview listed firms will be tentatively scheduled for DECEMBER 5 - 9, 2016. 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.
- D. THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,



---

Michelle Butler  
Procurement Agent Senior  
Department of Purchasing and Contracting



- Attachment A: Scope of Work
- Attachment B: Cost Proposal
- Attachment C: Proposal Cover Sheet
- Attachment D: Contractor Reference and Release Form
- Attachment E: Subcontractor Reference and Release Form
- Attachment F: LSBE Information (Exhibit 1-3)
- Attachment G: Responder/Contractor Affidavit
- Attachment H: Subcontractor Affidavit
- Attachment I: Sub-subcontractor Affidavit
- Attachment J: First Source Jobs Information Forms (Exhibit 1-4)
- Attachment K: Sample Standard County Contract

## **ATTACHMENT A**

### **STATEMENT OF WORK**

#### **I. CONTRACTOR WILL BE RESPONSIBLE FOR THE FOLLOWING ACTIVITIES:**

##### **A. Administer and collect the following, on behalf of DCBL:**

- Business License - Renewal
- Alcohol License - Renewal
- Alcohol Excise Tax – Wholesale
- Alcohol Excise Tax – By the Drink
- Hotel/Motel Tax
- Rental Car Tax
- Energy Excise Tax
- Financial Institutions Tax

1. The County will remain responsible for the creation of all new accounts and collection of the taxes and fees associated with the initial creation of those accounts.
2. Under this agreement, the contractor will accept all payments and documentation associated with renewals through mail and online submission.
3. Walk-in customers will not be accepted by the County.

##### **B. Automated Software System to Track Account and Payment Information**

1. Contractor must provide and operate a secure automated software system to which electronic County taxpayer records may be transferred.
  - a. Records will be provided by DCBL in a mutually agreeable format that includes mailing contact information and prior year payments and/or outstanding balances (if applicable).
  - b. Taxpayer records will be limited to those individuals and businesses paying the taxes and fees outlined in this Statement of Work.
2. Contractor's automated software system must maintain customer account and payment information, that includes key identifiers consistent with the County's database system, such as:
  - a. the license number
  - b. contact name
  - c. mailing address
  - d. telephone number

- e. and email address
- 3. Contractor's automated software system must enable data transfers to the County's Hansen database management system.
  - a. Data and data transfers must contain accurate, current, and consistent data related to renewal payments and other account information.
  - b. The County currently uses Hansen 7.7 and anticipates completion of an upgrade to Hansen 8 by June, 2017.
  - c. Contractor will need to work with Infor or one of its authorized professional services providers to develop web services with Hansen 8 that will enable regular updates of essential data, such as key identifiers and account information.
  - d. All costs associated with the work performed by the vendor or its subcontractors to develop web services, interfaces, or any other data transfer automation between their software system and Hansen 8 will be borne by the contractor.

C. License and Tax Payment Processing

- 1. Contractor must print and mail the necessary initial forms required for notification of tax payment and license renewal to the taxpayer or business for compliance with DeKalb County Code and State of Georgia Laws.
  - a. Contractor must send tax and license notifications in advance of the tax or renewal due date for each business license renewal, alcohol license renewal, and other taxes included in this scope of work.
  - b. Each tax and/or license notification is to be issued according to the timeline determined and provided by the DCBL.
- 2. Each year, by a date to be determined by DCBL, Contractor must develop and present to DCBL for approval a business license package to include:
  - a. an explanatory letter;
  - b. required documents to comply with the Georgia Security and Immigration Compliance Act;
  - c. required documents to comply with any other applicable State and County codes; and
  - d. license renewal application and fee schedule to be sent to licensees for the upcoming year.
- 3. The County requires that certain businesses provide various documents to renew their business licenses. Requisite documents are based upon the North American Industry Classification System (NAICS) Codes assigned to the businesses. The table below indicates the type of business, the assigned NAICS Code, and the required document(s) to



obtain a business license renewal.

| <b>Business Type</b>       | <b>NAICS Code</b> | <b>Document Required</b>                |
|----------------------------|-------------------|---|
| Accountants/CPA            | 541211            | Registration/State license              |
| Air conditioning (HVAC)    | 235110            | Registration/State license              |
| Bakery                     | 311812            | Agriculture certificate                 |
| Barber shop                | 812111            | Registration/State license              |
| Beauty salon               | 812112            | Registration/State license              |
| Childcare facility/Daycare | 624410            | Bright from the Start Certificate       |
| Construction-Residential   | 236115            | Registration/State license              |
| Convenience store          | 445120            | Agriculture certificate                 |
| Dentist/Dental office      | 621210            | Registration/State license              |
| Electrical contractors     | 238210            | Registration/State license              |
| Engineers                  | 541330            | Registration/State license              |
| Florist retail             | 453110            | Agriculture certificate                 |
| Grocery store              | 445110            | Agriculture certificate                 |
| Hotel                      | 721110            | Tourist Permit/Health Certificate       |
| HVAC contractors           | 333415            | Registration/State license              |
| Ice cream truck            | 722330            | Agriculture certificate                 |
| Lawyer/Attorney            | 541110            | Registration/State license              |
| Massage Therapy            | 812299            | Registration/State license              |
| Meat market                | 445210            | Agriculture certificate                 |
| Pest control               | 561710            | Agricultural certificate                |
| Physicians                 | 621111            | Registration/State license              |
| Plumbing contractors       | 235110            | Registration/State license              |
| Private Detective          | 561612            | Registration/State license              |
| Produce stand-permanent    | 445230            | Agriculture certificate (if applicable) |
| Psychologist               | 621330            | Registration/State license              |
| Real estate agent/Broker   | 531210            | Registration/State license              |
| Seafood market             | 445220            | Agriculture certificate                 |
| Security System            | 561621            | Registration/State license              |
| Used car sales/Broker      | 441120            | Registration/State license              |
| Veterinarians              | 541940            | Registration/State license              |

- a. Contractor must obtain the required documentation prior to issuance of a Business License Renewal. The County may work with the Contractor to establish a business process to ensure Business Licenses are renewed only for those businesses with valid documentation.

4. Each Business License renewal notification must include relevant information that allows the business owner to calculate how much he or she owes for the current year, as balanced against how much he or she owed (or is owed) for the previous year(s).
  - a. Contractor will work to develop a user-friendly method of providing all information required for the business owner to calculate this balance.
  - b. The County will determine the extent to which the Contractor has met this threshold.
5. Contractor must receive, process, reconcile, and deposit all license payments on a daily basis.
6. Contractor must print and mail all Business and Alcohol Licenses and Occupational Tax Certificates for which payments have been made within ten (10) days of funds clearing/payment.
7. The awarded vendor must remit funds via Automated Clearing House (ACH) or Electronic Funds Transfer (EFT).
  - a. DCBL must receive remitted funds on a weekly basis.
  - b. Funds will be placed on a specific bank account determined by the County.
  - c. Contractor must provide an electronic report via e-mail to the DCBL within 2 business days of the remittance.
    - i. Electronic report must provide a breakdown of the payment(s) made for:
      - a) current and prior year business license renewals,
      - b) alcohol license renewals,
      - c) hotel/motel taxes,
      - d) alcohol/wine excise taxes (by the drink and wholesale),
      - e) rental car taxes,
      - f) energy excise taxes, and
      - g) financial institution taxes
8. Contractor will work with the County to develop an agreed upon process for the transfer of account data to the County's database management system.
  - a. Hansen 7.7 - Data transfer shall occur on a weekly basis to ensure financial and customer information related to license and other taxes collected by the contractor have been updated.
  - b. Upon upgrade to Hansen 8 - data transfer shall occur on a daily basis through web services.
  - c. Contractor must perform all necessary data entry into their software system to ensure data transferred to the County is sufficient to maintain current and accurate records, as determined by the County.

D. Reporting Requirements

1. Contractor must prepare and submit monthly status reports to the DCBL or provide online access to the reporting; that includes, but is not limited to, the following:
  - a. "Top 35 Remitters"
  - b. quarterly "Dashboard" analysis of revenue and sources
  - c. weekly and monthly detailed listing of all remittances, including:
    - i. taxpayer name,
    - ii. location address,
    - iii. reported revenues, and
    - iv. taxes paid for the above listed tax types
  - d. closed account listing to include:
    - i. license number taxpayer name,
    - ii. location address, and
    - iii. taxes paid prior year
2. Contractor may be requested to provide periodic ad hoc reports related to business licenses, alcohol licenses, or other taxes collected.

E. Customer Service and Payment Options

1. Contractor must provide taxpayer assistance via:
  - a. telephone;
  - b. email; and
  - c. web-based interactive help services (preferred method, especially for assistance with online payments).
2. Contractor must be available for personal response to customer calls and email questions Monday through Friday during regular business hours (8:00AM – 5:00PM EST).
  - a. Contractor must provide applicants with a voicemail and email address to request information outside of regular business hours.
3. Contractor must meet or exceed the following customer service standards
  - a. average call abandonment rate of no greater than 5 percent (5%);
  - b. average speed to answer calls of no greater than 30 seconds; and
  - c. response to all emails and voicemails within one business day.
4. Contractor must provide the County with monthly reports demonstrating adherence to customer service performance metrics indicated above.

5. Contractor must be capable of accepting payments for all renewals and tax types included in this scope of work through, but not limited to, the following methods:
  - a. credit card and debit card payments through a secure online web portal
  - b. check or money order payment via mail
6. Contractor must provide insufficient funds check processing and collection as needed for taxpayer payments that are returned/charged back.

#### F. Compliance and Auditing Support Services

1. Contractor must upload a year-end data file to the State of Georgia Immigration and Reform Act Collection System to comply with O.C.G.A §36 for Issuance and Renewal of Business License by the yearly deadline.
  - a. Contractor will provide a copy of this report to the County for approval prior to submittal.
    - i. Contractor must provide the report to the County and allow for at least five (5) business days for review, revisions, and final approval.
    - ii. The County currently contracts with a vendor for audit, collections, and discovery services for business licenses, alcohol licenses, and excise taxes. As directed by the County, Contractor will provide notification to the County and/or its audit, collection, and discovery vendor of all delinquent businesses that owe delinquent payments for business license renewals, alcohol license renewals, or excise taxes.
      - a) Notification should occur within five business days of delinquency.
    - iii. Contractor must maintain all supporting documentation submitted by each business and taxpayer in accordance with the County code and the State of Georgia's record retention laws.

#### G. Performance Payment

1. Contractor will receive payment for services rendered based upon the number of renewals processed for business licenses, alcohol licenses, and the other taxes included in this scope of work. A renewal is not considered processed until it is paid in full and is deemed by the County to be accompanied by all required documentation.
2. Any renewals processed by County personnel will not be considered as a renewal processed by the Contractor and thus will not be eligible for payment as indicated above.

**ATTACHMENT B**

**COST PROPOSAL FORM**

(Page 1 of 2)

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 in a **separate, sealed envelope** with the Responder’s name, RFP 16-50020 Excise Tax And Business And Alcohol License Renewal Consulting Services, 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**

(Page 2 of 2)

| <b>ADMINISTRATION COST</b>     |                                   |
|--------------------------------|-----------------------------------|
| <b>REVENUE SOURCE</b>          | <b>COST PER RENEWAL PROCESSED</b> |
| Business License - Renewal     |                                   |
| Alcohol License - Renewal      |                                   |
| Alcohol Excise Tax - Wholesale |                                   |
| Alcohol Excise Tax - Drink     |                                   |
| Hotel/Motel Tax                |                                   |
| Rental Car Tax                 |                                   |
| Energy Excise Tax              |                                   |
| Financial Institutions Tax     |                                   |

| <b>CUSTOMER FEES</b>                                     |  |
|--|--|
| Convenience Fee charged to customers for online payments |  |

## ATTACHMENT C

### PROPOSAL COVER SHEET

**NOTE:** 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.

Please complete and include this cover sheet with your technical proposal.

|  |  |                 |          |
|--|--|-----------------|----------|
| Company Name   |  | Federal Tax ID# |          |
| Complete Primary Address   | City   | State           | Zip Code |
| Mailing Address (if different)   | City   | State           | Zip Code |
| Are you a DeKalb County Firm? <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |                 |          |
| Contact Person Name and Title  | Telephone Number (include area code)   |                 |          |
| Email Address  | Fax Number (include area code)   |                 |          |
| Company Website Address  | Type of Organization (check one)<br><input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture<br><input type="checkbox"/> Proprietorship <input type="checkbox"/> Government |                 |          |
| <p>Proposals for RFP 16-50020 Excise Tax And Business And Alcohol License Renewal Consulting Services described herein will be received in the Purchasing &amp; Contracting Department, Maloof Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030 <u>until 3:00 P.M. EST, NOVEMBER 23, 2016.</u></p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p> <p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p> |  |                 |          |
| Authorized Representative Signature(s)   |  | Title(s)        |          |
| Type or Print Name(s)  |  | Date            |          |

## ATTACHMENT D

### **CONTRACTOR REFERENCE AND RELEASE FORM**

You must submit three (3) viable references with direct contact information who can provide verification of your experience and ability to perform the type of services 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 E

### **SUBCONTRACTOR REFERENCE AND RELEASE FORM**

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 of Proposer)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT F

### **LSBE INFORMATION** **(WITH EXHIBITS 1 – 3)**

#### **SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION 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**

| <b>Amount of LSBE Participation Required</b> |
|--|
| 20% of Total Award                           |

|                                  | <b>Request For Proposals<br/>(RFP)</b> | <b>Invitations To Bid<br/>(ITB)</b> |
|----------------------------------|--|-------------------------------------|
| LSBE Within DeKalb (LSBE-DeKalb) | Ten (10) Percentage Points             | Ten (10) Percent Preference         |
| LSBE Outside DeKalb (LSBE-MSA)   | Five (5) Percentage 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) percentage 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) percentage 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 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 notarized 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 percentage of contract award shall be due with the proposal documents and included on Exhibit 2. 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 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 shall 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 proposal. Failure to complete and submit the Schedule of LSBE Participation or Checklist for Good Faith Efforts, attached hereto as Exhibit 1, and the Letter of Intent to Perform as a Subcontractor Providing Materials or Services, attached hereto as Exhibit 2, shall result in a proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) 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.

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. 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-DeKalb or MSA 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  
OPPORTUNITY TRACKING FORM**

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

PRIME RESPONDER: \_\_\_\_\_

SOLICITATION NUMBER: RFP No. 16-500420

TITLE OF UNIT OF WORK: Excise Tax And Business And Alcohol License Renewal Consulting

1. My firm, as the prime proposer on this unit of work, is a certified (check all that apply):  
\_\_\_\_ LSBE-DeKalb \_\_\_\_ LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: \_\_\_\_\_.
3. If the prime bidder/proposer 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-DeKalb or MSA joint venture firm.  
\_\_\_\_\_  
\_\_\_\_\_
4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in 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:<br>LSBE-DeKalb/LSBE-MSA |  |
| Description of services to be performed  |  |
| Percentage of work or estimated contract award amount to be performed              |  |

|  |  |
|--|--|
| Name of Company  |  |
| Address  |  |
| Telephone  |  |
| Fax  |  |
| Contact Person   |  |
| Indicate all that apply and attach proof of certification:<br>LSBE-DeKalb/LSBE-MSA |  |
| Description of services to be performed  |  |
| Percentage of work or estimated contract award amount to be performed              |  |

|  |  |
|--|--|
| Name of Company  |  |
| Address  |  |
| Telephone  |  |
| Fax  |  |
| Contact Person   |  |
| Indicate all that apply and attach proof of certification:<br>LSBE-DeKalb/LSBE-MSA |  |
| Description of services to be performed  |  |
| Percentage of work or estimated contract award amount to be performed              |  |

|  |  |
|--|--|
| Name of Company  |  |
| Address  |  |
| Telephone  |  |
| Fax  |  |
| Contact Person   |  |
| Indicate all that apply and attach proof of certification:<br>LSBE-DeKalb/LSBE-MSA |  |
| Description of services to be performed  |  |
| Percentage of work or estimated contract award amount 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 “yes and 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 proposer’s efforts to meet the County’s LSBE Participation benchmark.

A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website located at: <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.

For more information on the LSBE requirements, please contact the Purchasing and Contracting Department - LSBE Program, Felton Williams, Special Projects Manager at 404-371-6312.

**LSBE INFORMATION EXHIBIT 2**

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

Instructions:

1. Complete the form in its entirety for each LSBE subcontractor that will provide materials or services and submit with proposal.
2. Attach a copy of the LSBE's current valid Certification Letter.
3. Please be advised that LSBE subcontractors cannot be removed from a project without pre-approval from the LSBE Program Office.

---

**(Name of Prime Contractor Firm)**

---

**(Name of Subcontractor Firm)**

☐ **LSBE-DeKalb**   ☐ **LSBE-MSA**  
**(Check all 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).

| <b>Description of Materials or Services</b> | <b>Project Commence Date</b> | <b>% of Contract Award</b> |
|---|------------------------------|----------------------------|
|   |                              |                            |
|   |                              |                            |
|   |                              |                            |

**Prime Contractor**

**Signature:** \_\_\_\_\_

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

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

**Sub-contractor**

**Signature:** \_\_\_\_\_

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

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



### **LSBE INFORMATION EXHIBIT 3**

#### **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 scope of work, including the accompanying Exhibits and other terms and conditions of the Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the 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 PROPOSAL**

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 G

### **RESPONDER/CONTRACTOR 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 16-500420 Excise Tax And Business And Alcohol License  
Renewal Consulting Services  
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 16-500420 Excise Tax And Business And Alcohol License  
Renewal Consulting Services  
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

### **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 WorkSource DeKalb, fax (404) 687-4099 or email to  
FirstSourceJobs@dekalbcountyga.gov.**

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

| <b>Type of Position (s) you anticipate hiring:<br/>(List position title, one position per line)<br/>Attach job description per job title:</b> | <b>The number you<br/>anticipate hiring:</b> | <b>Timeline</b> |
|---|--|-----------------|
|   |  |                 |
|   |  |                 |
|   |  |                 |
|   |  |                 |
|   |  |                 |
|   |  |                 |
|   |  |                 |
|   |  |                 |
|   |  |                 |
|   |  |                 |
|   |  |                 |

**Please return this form to WorkSource DeKalb, 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 Solutions 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 K

### SAMPLE STANDARD COUNTY CONTRACT

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 Excise Tax and Business and Alcohol License Renewal Consulting Services 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 31<sup>st</sup>, 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 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, 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 (~~XXXXXXXX~~), 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 to:  
Designated County Project Manager

- B. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

Contract Compliance Division  
DeKalb County Purchasing & Contracting  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

### **ARTICLE III. SCOPE OF WORK**

The Contractor agrees to provide tax and license renewal administration and collection services in accordance with the *County's Request for Proposals No. 16-500420 Excise Tax and Business and Alcohol License Renewal Consulting Services (Multi-Year 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. 16-500382* 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;
  - (c) Comprehensive Automobile Liability Insurance with a minimum \$1,000,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
  - (d) Commercial General Liability Insurance
    - (1) Each Occurrence - \$1,000,000
    - (2) Fire Damage - \$250,000
    - (3) Medical Expense - \$10,000
    - (4) Personal & Advertising Injury - \$1,000,000
    - (5) General Aggregate - \$2,000,000
    - (6) Products & Completed Operations - \$1,500,000
    - (7) Contractual Liability where applicable
  - (e) 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
  - (f) Fidelity Bond consistent with the total revenue amounts anticipated to be collected each year of the contract on behalf of the County.
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, 2<sup>nd</sup> 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.** 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 WorkSource DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.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 and Professional License Documentation; Attachment 9, Insurance Documentation; and Attachment 10, 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  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030  
And  
Executive Assistant  
1300 Commerce Drive, 6<sup>th</sup> 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

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**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/ Business Organization Documents**

**ATTACHMENT 8**  
**SAMPLE STANDARD COUNTY CONTRACT**  
**Business License Documentation**

**ATTACHMENT 9**  
**SAMPLE STANDARD COUNTY CONTRACT**  
**Insurance Documentation**

**ATTACHMENT 10**  
**SAMPLE STANDARD COUNTY CONTRACT**  
**Ethics Rules Executive Order 2014-4 Ethics Rules**