



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

---

**November 14, 2016**

**REQUEST FOR PROPOSALS (RFP) NO. 16-500414**

**FOR**

**Congregate and Home Delivered Meals**

**(MULTIYEAR CONTRACT)**

Procurement Agent: Sonia Gilbert, GCPA, GCPCA  
Phone: (404) 371-6337  
Email: [sagilbert@dekalbcountyga.gov](mailto:sagilbert@dekalbcountyga.gov)

Pre-Proposal Conference: December 9, 2016  
Deadline for Receipt of Questions: December 30, 2016  
Deadline for Submission of Proposals: January 27, 2016

## TABLE OF CONTENTS

| <b>Section</b> | <b>Title</b>   | <b>Page</b> |
|----------------|--|-------------|
| I.             | Introduction.....  | 3           |
| II.            | Statement of Work .....                                      | 5           |
| III.           | Proposal Format .....  | 11          |
|                | A. Cost Proposal .....                                       | 11          |
|                | B. Technical Proposal .....                                  | 11          |
|                | C. Local Small Business Enterprise Ordinance .....           | 15          |
|                | D. Federal Work Authorization Program.....                   | 15          |
| IV.            | Criteria for Evaluation .....                                | 16          |
| V.             | Contract Administration.....                                 | 16          |
|                | A. Standard County Contract.....                             | 16          |
|                | B. Submittal Instructions .....                              | 17          |
|                | C. Pre-Proposal Conference and Site Visit.....               | 17          |
|                | D. Questions.....  | 17          |
|                | E. Acknowledgement of Addenda .....                          | 18          |
|                | F. Proposal Duration .....                                   | 18          |
|                | G. Project Director/Contract Manager.....                    | 18          |
|                | H. Expenses of Preparing Responses to this RFP.....          | 18          |
|                | I. Georgia Open Records Act.....                             | 18          |
|                | J. First Source Jobs Ordinance.....                          | 18          |
|                | K. Preferred Employees .....                                 | 19          |
|                | L. Business License .....                                    | 19          |
| VI.            | Award of Contract.....                                       | 20          |
| VII.           | List of Attachments.....                                     | 21          |
|                | Attachment A. Cost Proposal.....                             | 22          |
|                | Attachment B. Proposal Cover Sheet.....                      | 23          |
|                | Attachment C. Contractor Reference and Release Form .....    | 26          |
|                | Attachment D. Subcontractor Reference and Release Form ..... | 27          |
|                | Attachment E. LSBE Opportunity Tracking Form .....           | 28          |
|                | Attachment F. Responder /Contractor Affidavit .....          | 39          |
|                | Attachment G. Subcontractor Affidavit.....                   | 40          |
|                | Attachment H. Sub-Subcontractor Affidavit .....              | 41          |
|                | Attachment I. First Source Jobs Information Forms.....       | 42          |
|                | Attachment J. Sample County Contract.....                    | 46          |



**DeKalb County**  
**Department of Purchasing and Contracting**

Malool Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

---

DeKalb County Government (the County) seeks proposals from qualified contractors with a proven track record to provide professional services for the provision of Congregate Meals at four (4) senior centers and Home Delivered Meals to home bound seniors located throughout DeKalb County. The provision of these meals will assist with reducing hunger and promote better physical and mental health for older adults living in DeKalb County.

**I. INTRODUCTION**

**A. Background**

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

According to current census statistics, there are approximately 103,728 seniors age 60 years and older living in DeKalb County, Georgia. This number represents approximately 14.7% of the county's total population. DeKalb County has the second largest senior population in the state of Georgia. It is estimated that by the year 2030, one (1) in five (5) people living in the Atlanta metro region will be over the age of 60. As the Atlanta metro population continues to age, the DeKalb County Office of Senior Affairs anticipates that there will be an increase in the need at the local level for services that will assist seniors with aging in place in their own homes and communities for as long as possible.

Senior hunger is an important problem that will continue to grow as the population within the Atlanta metro region continues to age. According to a report written by the United States Department of Agriculture, in 2014, there were approximately 3 million households in the United States with seniors age 65 and older that experienced food insecurity. By definition, food insecurity means that an individual does not have access to enough food to keep them active and healthy.

Feeding America is a national group that works to alleviate hunger for all people living in the

United States. Approximately, seven million seniors (age 60 and older) are served by Feeding America each year. Food insecurity and hunger can be more difficult for seniors than for members of other groups because their health can be greatly affected when there is not enough food to eat. Studies have shown that some seniors have the money to purchase food but do not have the means to obtain or prepare food due to a lack of transportation or as a result of having health problems that prevent them from shopping for food.

The purpose of this Request for Proposals (RFP) is to obtain qualified respondents who can provide meal service for eligible seniors who utilize four (4) DeKalb County senior centers as well as provide home delivered meals for seniors who are typically confined to their homes. Provision of these meals will assist with the reduction of senior hunger and promote better physical and mental health for older adults living in DeKalb County.

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

## **B. Definition of Term(s)**

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

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

**Nutrition Assessment** is an evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and a care plan with measureable goals.

**Nutrition Counseling** is the provision of individualized guidance by a qualified professional on appropriate food and nutrient intakes for those with special nutrition needs, taking into consideration health, cultural, socioeconomic, functional and psychological factors.

**Nutrition Education** is the provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.

**Nutrition Screening** is the process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.

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

**Therapeutic Diet** is a diet ordered by a physician as part of treatment for a disease or clinical condition or to eliminate decrease or increase specific nutrients in the diet.

## **C. Required Experience**

The selected respondent(s) must have a minimum of two (2) years of experience cooking and preparing food according to all rules and regulations governing food service as stated by the Georgia Department of Public Health (290-5-14).

**D. Required Documents Checklist**

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 (1 copy, separate & sealed)                              | A                 |
| Proposal Cover Sheet  | B                 |
| Contractor Reference and Release Form                                       | C                 |
| Subcontractor Reference and Release Form (make additional copies as needed) | D                 |
| LSBE Documents – Exhibits A and B   | E                 |
| Responder /Contractor Affidavit   | F                 |
| Subcontractor Affidavit   | G                 |
| Sub-Subcontractor Affidavit   | H                 |
| First Source Jobs Information Forms   | I                 |
| Exceptions to the Standard County Contract, if any                          |                   |

E. The County’s payment terms are Net 30 and payment shall be based upon performance.

F. The County reserves the right to make one (1) award or multiple awards.

**II. STATEMENT OF WORK**

**Statement of Work for the Provision of Congregate Meals:**

DeKalb County Office of Senior Affairs (OSA) requests qualified and experienced contractors to submit proposals to provide meal service for eligible seniors who utilize four (4) DeKalb County senior centers. Provision of these meals will assist with the reduction of senior hunger and promote better physical and mental health for older adults living in DeKalb County.

The names and locations of these centers are listed below:

- DeKalb Atlanta Senior Center [25 Warren Street Atlanta, GA 30317] ;
- Lithonia/East DeKalb Senior Center [2484 Bruce Street Lithonia, GA 30058] ;
- North DeKalb Senior Center [3393 Malone Drive Chamblee, GA 30341] and
- South DeKalb Senior Center [1930 Candler Road Decatur, GA 30032].

| <b>Table 1. Estimated Number of People to Be Served</b> |                                   |                                   |                                   |
|---|-----------------------------------|-----------------------------------|-----------------------------------|
| <b>Service</b>  | <b>Estimated Persons SFY 2017</b> | <b>Estimated Persons SFY 2018</b> | <b>Estimated Persons SFY 2019</b> |
| Congregate Meals  | 510                               | 527                               | 558                               |
| Home Delivered Meals                                    | 275                               | 283                               | 300                               |

| <b>Table 2. Estimated Number of Meals to Be Provided</b> |                                 |                                 |                                 |
|--|---------------------------------|---------------------------------|---------------------------------|
| <b>Service</b>   | <b>Estimated Meals SFY 2017</b> | <b>Estimated Meals SFY 2018</b> | <b>Estimated Meals SFY 2019</b> |
| Congregate Meals   | 46,275                          | 47,700                          | 48,600                          |
| Home Delivered Meals                                     | 53,000                          | 54,060                          | 57,240                          |

| <b>Table 3. Estimated Number of Meals to Be Provided by Location</b> |                                 |                                 |                                 |
|--|---------------------------------|---------------------------------|---------------------------------|
| <b>Congregate Location</b>   | <b>Estimated Meals SFY 2017</b> | <b>Estimated Meals SFY 2018</b> | <b>Estimated Meals SFY 2019</b> |
| DeKalb Atlanta   | 10,944                          | 11,600                          | 12,528                          |
| East/Lithonia  | 10,068                          | 10,672                          | 11,526                          |
| North DeKalb   | 8,755                           | 9,282                           | 10,068                          |
| South DeKalb   | 14,008                          | 14,849                          | 16,036                          |

#### **A. Description of Tasks**

The selected respondent must have a current food service license and demonstrate the ability to produce the specified quantities of hot, frozen, dehydrated, chilled and shelf-stable meals in

accordance with the Georgia Department of Public Health (290-5-14) and the Older Americans Act, Title III, Subpart 3, Section 339, Dietary Guidelines for Americans.

Nutrition service providers shall use procedures that provide for the safety, sanitation, accessibility and convenience of senior participants. Meals should be tasty, appetizing and consist of quality food that is nutritionally balanced. All meals must meet the Dietary Guidelines for Americans and the nutritional content must provide a minimum of 1/3 of the Recommended daily Allowance/ Adequate Intake. In addition, the selected respondent(s) must be able to also prepare Shelf Stable meals and Picnic Meals for weekend or emergency use by senior consumers. The preparation of therapeutic meals will also be required on an as needed basis.

Lunch service for each congregate location begins at Noon (Monday- Friday). Meals must be delivered between 11:00 a.m. and Noon (Monday-Friday).

The selected provider shall be responsible for the following:

**1. Specific tasks to be provided include:**

- a) Utilize a Registered Dietitian to develop a twenty day (four week) menu cycle, which can be repeated during the quarter for each congregate meal site for review and approval by the County designated representatives;
- b) The selected provider(s) shall obtain and maintain documentation of nutrient analysis for each meal per menu cycle.
- c) Utilize correct portion sizes (and utensils) to cook and distribute approved lunch menus on a daily basis Monday-Friday (250 days a year). **Note: congregate meals may be prepared offsite and delivered to each congregate location or the meals may be prepared by the selected provider at the congregate location.**
- d) Take and record food temperatures daily to document that safe temperatures are maintained;
- e) Ensure staff and volunteers follow food sanitation requirements, as prescribed by applicable Federal, State and local rules and regulations for the preparation and serving of all meals.
- f) Ensure that food is available to senior participants for at least 30 minutes once serving begins while also ensuring that holding times for hot food do not exceed four (4) hours from the final stage of food preparation until the meal is served to the senior participants.

**B. Results or Outcome of Tasks:**

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

1. Identify persons at nutritional risk and/or with food insecurity and delay the decline in health/nutrition status through nutrition screening, assessment and referrals;
2. To reduce identified nutritional risk and food insecurity among program participants through the provision of nutritious meals;
3. To reduce isolation of program participants through socialization.

**Statement of Work for the Provision of Home Delivered Meals:**

DeKalb County Office of Senior Affairs (OSA) requests qualified and experienced contractors to submit proposals for the provision of home delivered meals for eligible seniors living in DeKalb County, Georgia. Provision of these meals will assist with the reduction of hunger and promote better physical and mental health for older adults living in DeKalb County.

**A. Description of Tasks:**

The selected respondent(s) must have a current food service license and demonstrate the ability to produce the specified quantities of hot, frozen, dehydrated, chilled and shelf-stable meals in accordance with the Georgia Department of Public Health (290-5-14) and the Older Americans Act, Title III, Subpart 3, Section 339, Dietary Guidelines for Americans.

Selected respondents will be responsible for preparing nutritious meals that will be delivered to eligible senior consumers' places of residence throughout DeKalb County. Individual meal service and frequency shall be followed based on the determined needs of each individual. Home delivered meals may be delivered hot, chilled or frozen to identified home delivered meal distribution points between 8:30 a.m. and 10:30 a.m. weekdays.

Meals should be tasty, appetizing and consist of quality food that is nutritionally balanced. All meals must meet the Dietary Guidelines for Americans and the nutritional content must provide a minimum of 1/3 of the Recommended daily Allowance/ Adequate Intake. In addition, the selected respondent(s) must be able to also prepare Shelf Stable meals and Picnic Meals for weekend or emergency use by senior consumers. The preparation of therapeutic meals will be required on an as needed basis.

**1. Specific tasks to be provided include:**

- a) Utilize a Utilize a Registered Dietitian to develop a twenty day (four week) menu cycle, which can be repeated during the quarter for review and approval by the County designated representatives;
- b) The selected provider(s) shall obtain and maintain documentation of nutrient analysis for each meal per menu cycle;
- c) Utilize correct portion sizes (and utensils) to cook and distribute approved meals on a consistent schedule (generally Monday- Friday, 250 days a year);
- d) Take and record food temperatures daily to document that safe

- temperatures are maintained;
- e) Ensure staff and volunteers follow food sanitation requirements, as prescribed by applicable Federal, State and local rules and regulations for the preparation and serving of all meals.
- f) Properly transport and deliver meals to identified DeKalb County senior participants.

**B. Results or Outcome of Tasks:**

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

1. Identify persons at nutritional risk and/or with food insecurity and delay the decline in health/nutrition status through nutrition screening, assessment and referrals;
2. To reduce identified nutritional risk and food insecurity among program participants through the provision of nutritious meals;
3. To reduce isolation of program participants through socialization.

**C. Completion Schedules**

Respondents must be able to provide services to DeKalb County consumers Monday through Friday from 8:00 a.m. to 5:00 p.m. Services are generally not provided on weekends and holidays, however, limited service may be required occasionally.

**D. Performance and Quality Standards**

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

**E. Progress Reporting**

The selected provider(s) may utilize their own commercial kitchen space to prepare meals. Prepared meals must then be delivered to the identified clients who are located throughout DeKalb County.

**F. Place of Performance**

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

**G. Government Furnished Property/Services:**

N/A

**H. Business Requirements:**

All nutrition sites shall comply with the Americans with Disabilities Act requirements, and with any other relevant DAS standards or program requirements relating to access and safety.

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

The following is a list of applicable resources for more detailed information regarding federal and state regulations for the provision of **congregate meals**:

- a) Administration on Aging- Older Americans Act <http://www.aoa.gov/>  
DHS/DAS HCBS Manual 5300: 304 Nutrition Service and 206 Senior Center Program Guidelines and Requirements; <http://odis.dhs.ga.gov/> Click on “**MAN5300**” to download the DHS/DAS HCBS Manual and see appropriate **Sections**.)
- b) Manual for the Voluntary Use of HACCP Principles for Operators of Food Service and Retail Establishments:  
<http://www.fda.gov/Food/GuidanceRegulation/HACCP/ucm2006811.htm>
- c) Six Dimensions of Wellness Model  
<http://c.ymcdn.com/sites/www.nationalwellness.org/resource/resmgr/docs/sixdimensionsfactsheet.pdf>

The following is a list of applicable resources for more detailed information regarding federal and state regulations for the provision of **home delivered meals**:

- a) Administration on Aging- Older Americans Act <http://www.aoa.gov/>
- b) DHS/DAS HCBS Manual 5300: 304 Nutrition Service Program Guidelines and Requirements; <http://odis.dhs.ga.gov/> Click on “**MAN5300**” to download the DHS/DAS HCBS Manual and see appropriate **Sections**.)
- c) Nutrition Counseling guidelines are included in the Georgia DHS/DAS Manual available at <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=811> (Click on Index, click on Aging Services, click on Man 5300, and click on Section 304 Nutrition Services Program Guidelines and Requirements.)
- d) <http://www.nal.usda.gov/fnic/foodborne/wais.shtml> , maintained by the USDA Food and Nutrition Service for information and resources on food safety.

- e) Websites which may assist in the development of nutrition education materials include <http://www.livewellagewell.info/>, <http://www.uri.edu/ce/ceec/food/consumer.html> <http://extension.uga.edu/food/> Georgia Department of Public Health Rules and Regulations Governing Food Service [http://dph.georgia.gov/sites/dph.georgia.gov/files/related\\_files/site\\_page/EnvHealthFinalFoodRules.pdf](http://dph.georgia.gov/sites/dph.georgia.gov/files/related_files/site_page/EnvHealthFinalFoodRules.pdf) ServSafe <http://www.servsafe.com> MOWAA Disaster Planning Sample and Guide <http://www.mowaa.org/Document.Doc?id=38> Dietary Guidelines for Americans 2015-2020

#### **J. Any Applicable Working Rules**

All services must be provided in compliance with the Georgia Department of Human Services (DHS)/Georgia Division of Aging Services (DAS)/ Home and Community Based Services manual listed above. Section 304 Nutrition Service Program Guidelines and Requirements.

#### **K. Funding and Payment**

Payment for all services will be made on a unit cost basis. Respondents may submit separate unit costs for each service (homemaker, personal care, and respite care). Providers will invoice monthly, utilizing monthly report forms provided by the Atlanta Regional Commission. Additional documentation to support the invoice, including service logs, will be required.

### **III. PROPOSAL FORMAT**

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

#### **A. Cost Proposal**

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

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

#### **B. Technical Proposal**

1. Responder shall complete Attachment B, *Proposal Acknowledgement Form*, and include it as the first page of the technical proposal, followed by the Introduction,

Technical Approach, Organizational Qualifications, Project Management, Personnel, References, Financials, and the remaining required documents (See Section I-B for the required documents checklist). Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No.16-500414 for Congregate and Home Delivered Meals on the outside of each envelope or box. **(DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION)**

## **2. Technical Approach: Congregate Meals**

- 1) Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified in the scope of work. Specifically, the technical proposal should include the following items:
  - (a) describe how congregate meal services will be provided;
  - (b) describe the process to be used to develop and implement programming for each facility;
  - (c) describe staff scheduling process and describe method for handling alternate scheduling needs to maintain service delivery in the event of expected or unexpected staff absences;
  - (d) describe respondent's policies and procedures that ensure services will be delivered in accordance with Georgia Department of Public Health regulations.
  - (e) describe how respondent will resolve issues effectively and in a timely manner;
  - (f) identify the location and the number of meals to be provided;
  - (g) identify any proposed subcontractors. Indicate the exact nature of work, amount of work, and cost of work to be done by each proposed subcontractor. Include a statement from each proposed subcontractor, signed by an individual authorized to legally bind the subcontractor, and stating:
    1. The general scope of work to be performed by the subcontractor;
    2. The subcontractor's willingness to perform the work indicated; and
    3. That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or disability.

## **3. Technical Approach: Home Delivered Meals**

- 1) Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified in the scope of work. Specifically, the technical proposal should include the following items:
  - (a) describe how home delivered meal services will be prepared and provided;
  - (b) describe the process to be used to develop and implement programming

- for each facility;
  - (c) describe staff scheduling process and describe method for handling alternate scheduling needs to maintain service delivery in the event of expected or unexpected staff absences;
  - (d) describe respondent's policies and procedures that ensure services will be delivered in accordance with Georgia Department of Public Health regulations.
  - (e) describe how respondent will resolve client issues effectively and in a timely manner;
  - (f) identify the number of meals to be provided;
  - (g) identify any proposed subcontractors. Indicate the exact nature of work, amount of work, and cost of work to be done by each proposed subcontractor. Include a statement from each proposed subcontractor, signed by an individual authorized to legally bind the subcontractor, and stating:
    - 1. The general scope of work to be performed by the subcontractor;
    - 2. The subcontractor's willingness to perform the work indicated; and
    - 3. That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or disability.
- 2) ***Special Initiatives, Innovations, or Collaborations:*** must provide a detailed narrative that addresses the following:
- (a) describe any special initiatives or innovations that will enhance respondent's program in the community;
  - (b) describe any new or ongoing plans to obtain additional financial support or resources for this program;
  - (c) describe any partnerships or collaborations with other community organizations or private businesses that will strengthen the services provided by the respondent.
- 3) ***Technology and Ability to Meet Reporting Requirements:*** must be a detailed narrative that addresses the following:
- (a) describe agency's capacity for and use of technology, both in agency administration and service delivery;
  - (b) describe agency's plan for maintaining adequate hardware, software, etc;
  - (c) list person(s) responsible for data validation, data entry, and reporting.

**4. Organizational Qualifications:** must provide a detailed narrative that addresses the following:

- (a) describe the qualifications and capability of staff to provide effective services that will meet all the program standards;

- (b) outline respondent's background and capacity to provide senior center management services responsibly and effectively. Address sustainability and the qualifications of respondent's organization and staff to provide services as proposed;
- (c) describe how respondent will interface with the DeKalb County Office of Senior Affairs/or Atlanta Regional Commission to effectively resolve issues related to service delivery and clients.
- (d) **state whether you are a DeKalb County Firm.**  
yes \_\_\_\_\_ or no \_\_\_\_\_

**5. Project Management:** must provide a detailed narrative that addresses the following:

- (a) submit resumes of each key team member;
- (b) describe how respondent's will provide new staff orientation, training, and provide an outline of the orientation schedule and topics;
- (c) describe respondent's plan for conducting ongoing staff training including topics and number of training sessions to be held;
- (d) describe method respondent will use to determine the training needs of staff and/or volunteers;
- (e) describe the agency's staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year;
- (f) describe respondent's policy or procedures concerning client confidentiality;
- (g) describe how respondent's will ensure the quality of the programming or services to clients;
- (h) describe process for soliciting and handling client contributions toward the cost of the services and/or fees;
- (i) describe how respondent's will determine the client satisfaction with services;
- (j) describe how respondent will account for cash contributions;
- (k) describe the billing procedures for fees. Attach copies of any materials used to solicit fees.

**6. Personnel:** must provide a detailed narrative that addresses the following:

- (a) identify the number of paid full time equivalents (FTEs) by job titles that will be devoted to this project;
- (b) provide an organizational chart which clearly identifies current staffing;
- (c) describe respondent's policy regarding criminal background checks and drug screening of new and current employees;
- (d) provide respondent's administrative office hours and location(s);
- (e) state when (days and hours of operation) client services will be provided;
- (f) provide any other pertinent information regarding administrative and service delivery site(s).

**7. References:** must provide details that addresses the following:

- (a) provide three (3) references for services similar in size and scope. Include the name of the organization, the point of contact, and the contact's phone number, fax number and email address and all additional information requested on the *Reference and Release Form*, included as Attachment C.
- (b) provide three (3) references for each proposed vendor partner and subcontractor (LSBE and non-LSBE) using *Reference and Release Form (Subcontractor)* attached hereto as Attachment D.

**8. Financials:** must provide details that addresses the following:

- (a) provide financial statements (audited statements preferred; if not, a minimum of a balance sheet, income statement and cash flow statement) for the last three (3) years that shows evidence that the responder has the financial capacity to perform the scope of work;
- (b) provide year of incorporation.

**C. Local Small Business Enterprise Ordinance**

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 E of this RFP. The County's *Schedule of Local Small Business Enterprise Participation Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the Request for Proposal (RFP). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.

For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at [pcadmin@dekalbcountyga.gov](mailto:pcadmin@dekalbcountyga.gov) or 404.371.7051.

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

**D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance**

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 F, be completed and submitted with responder's proposal.

Qualifying contractors must submit a completed *Subcontractor Affidavit*, and a *Sub-subcontractor Affidavit*, for each subcontractor and sub-subcontractor, if applicable. See attachments G and H.

#### IV. CRITERIA FOR EVALUATION

- a. The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals. An evaluation committee will review and score all proposals based on the following evaluation criteria.

|  |                        |
|--|------------------------|
| Technical Approach                                   | 25 points              |
| Organizational Qualifications                        | 15 points              |
| Project Management                                   | 10 points              |
| Personnel  | 15 points              |
| References   | 5 points               |
| Financials   | 5 points               |
| Cost   | 15 points              |
| Local Small Business Enterprise Participation (LSBE) | 10 points              |
|  | <u>BONUS POINTS</u>    |
| Optional Interview                                   | 10 points (if granted) |

- b. An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

#### V. CONTRACT ADMINISTRATION

##### A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment J), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. 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 in the contract after award by the Board of Commissioners.

## B. Submittal Instructions

**One (1) original Technical Proposal stamped “Original” and” and seven (7) compact discs with each disc containing an identical copy of the Technical Proposal; 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. EST on January 27, 2016.**

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

Proposals must be clearly identified on the outside of the packaging with the responder’s name and “Request for Proposals No. 16-500414 for Congregate and Home Delivered Meals on the outside of the envelope(s) or box(es).

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.

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.

## C. Pre-Proposal Conference and Site Visit

A pre-proposal conference will be held at **The South DeKalb Senior/Community Center, at 1931 Candler Road, Decatur, GA 30032 at 2:00 p.m. on Friday, December 9, 2016.** Interested responders **are strongly encouraged** to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Sonia Gilbert at sagilbert@dekalbcountyga.gov.

## D. Questions

All questions concerning the Project 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 to Sonia Gilbert, Procurement Agent Senior, via email to sagilbert@dekalbcountyga.gov, no later than 5:00 P.M. EST, December 30, 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.

**E. 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 Sonia Gilbert at (404) 371-6337 or send an email to [sagilbert@dekalbcountyga.gov](mailto:sagilbert@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).

**F. Proposal Duration**

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked as valid until May 29, 2017.

**G. 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.

**H. 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.

**I. 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 invitation or 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.

**J. 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 DeKalb Workforce Development at 404.687.3400.

Responder shall complete the First Source Jobs Information Forms attached to this RFP as Attachment I.

#### **K. Preferred Employees**

Contractors, subcontractors, and independent contractors bidding on this contract will be **encouraged** by DeKalb County to have 25% or more of their labor force consisting of Preferred Entry Level Employees selected from the First Source Registry and trained by a U.S. Department of Labor registered apprenticeship program.

For information on Preferred Employees, please contact DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171.

#### **L. Business License**

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

#### **M. Ethics Rules**

Bidders 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 at the time of execution of the contract.

**N. 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.

**O. Required Signatures**

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

**VI. AWARD OF CONTRACT**

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for 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.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.**

Sincerely,



Sonia Gilbert  
Procurement Agent Senior *CA*  
Department of Purchasing and Contracting

- Attachment A: Cost Proposal
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: Subcontractor Reference and Release Form
- Attachment E: LSBE Opportunity Tracking Form
- Attachment F: Responder /Contractor Affidavit
- Attachment G: Subcontractor Affidavit
- Attachment H: Sub-Subcontractor Affidavit
- Attachment I: First Source Jobs Information Forms
- Attachment J: Sample County Contract

**ATTACHMENT A**

**COST PROPOSAL FORM**

((Consisting of three (3) pages)

**Congregate and Home Delivered Meals**

**Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No.16-500414 Congregate and Home Delivered Meals" 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.

Please provide the following information:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Submitting Proposal: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Title of Contact Person

### COST PROPOSAL FORM

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

**Respondents may bid on one (1) service or more than one service.**

List the cost for Year 1- Year 3 for each center that you choose to submit a bid (not to exceed 3 years).

Responder, please state the Unit Rate for each service category that you wish to provide a bid.

State a FIRM TOTAL SUM that includes all direct and indirect costs as well as all things necessary to provide Congregate & Home Delivered Meal Service services.

IMPORTANT NOTE: Please complete the chosen service/services and utilize the following formula regarding the cost (**amount of units x unit cost (dollars and cents)**)

**Place total (s) on “Total” line for the center or centers you are providing a bid.**

#### Congregate Meal Proposal

| Senior Center (s)            | Year 1<br>Unit x Unit Rate                          | Year 2<br>Unit x Unit Rate                            | Year 3<br>Unit x Unit Rate                           | Total |
|------------------------------|---|---|--|-------|
| DeKalb Atlanta Senior Center | ____ Units<br>X ____ unit rate(\$)<br>Total:\$ ____ | ____ Units<br>X ____ unit rate (\$)<br>Total: \$ ____ | ____ Units<br>X ____ unit rate (\$)<br>Total:\$ ____ |       |
| Lithonia Senior Center       | ____ Units<br>X ____ unit rate(\$)<br>Total:\$ ____ | ____ Units<br>X ____ unit rate (\$)<br>Total: \$ ____ | ____ Units<br>X ____ unit rate (\$)<br>Total:\$ ____ |       |
| North DeKalb Senior Center   | ____ Units<br>X ____ unit rate(\$)<br>Total:\$ ____ | ____ Units<br>X ____ unit rate (\$)<br>Total: \$ ____ | ____ Units<br>X ____ unit rate (\$)<br>Total:\$ ____ |       |
| South DeKalb Senior Center   | ____ Units<br>X ____ unit rate(\$)<br>Total:\$ ____ | ____ Units<br>X ____ unit rate (\$)<br>Total: \$ ____ | ____ Units<br>X ____ unit rate (\$)<br>Total:\$ ____ |       |

**Home Delivered Meals Proposal**

|                      | <b>Year 1</b>  | <b>Year 2</b>   | <b>Year 3</b>  |
|----------------------|--|---|--|
|                      | <b>Unit x Unit Rate</b>                                | <b>Unit x Unit Rate</b>                                 | <b>Unit x Unit Rate</b>                                |
| Home Delivered Meals | 53,000 units<br>X ____ unit cost (\$)<br>Total:\$ ____ | 53,000 units<br>X ____ unit cost (\$)<br>Total: \$ ____ | 53,000 units<br>X ____ unit cost (\$)<br>Total:\$ ____ |
| Total                |  |   |  |

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

**ATTACHMENT B**  
**PROPOSAL COVER SHEET**

**NOTE:** Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

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

|   |  |                 |          |
|---|--|-----------------|----------|
| Company Name  |  | Federal Tax ID# |          |
| Complete Primary Address  | County   | City            | Zip Code |
| Mailing Address (if different)  | City   | State           | Zip Code |
| 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) NO. 16-500414 Congregate and Home Delivered Meals described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on January 27, 2016 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</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 C  
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

|                               |                                      |       |          |
|-------------------------------|--------------------------------------|-------|----------|
| 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                  |                                      |       |          |

|                               |                                      |       |          |
|-------------------------------|--------------------------------------|-------|----------|
| 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                  |                                      |       |          |

|                               |                                      |       |          |
|-------------------------------|--------------------------------------|-------|----------|
| 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                  |                                      |       |          |

**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 D  
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

|                               |                                      |       |          |
|-------------------------------|--------------------------------------|-------|----------|
| 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                  |                                      |       |          |

|                               |                                      |       |          |
|-------------------------------|--------------------------------------|-------|----------|
| 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                  |                                      |       |          |

|                               |                                      |       |          |
|-------------------------------|--------------------------------------|-------|----------|
| 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                  |                                      |       |          |

**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  
LSBE INFORMATION  
WITH EXHIBITS A – C**

**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**

|                                       |
|---------------------------------------|
| Amount of LSBE Participation Required |
| 20% of Total Award                    |

|                                     | Request For Proposals<br>(RFP) | Invitations To Bid<br>(ITB) |
|-------------------------------------|--------------------------------|-----------------------------|
| LSBE Within DeKalb<br>(LSBE-DeKalb) | Ten (10) Percentage<br>Points  | Ten (10) Percent Preference |
| LSBE Outside DeKalb<br>(LSBE-MSA)   | Five (5) Percentage<br>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 bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”). For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation.

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

**EXHIBIT A**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIMEBIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: RFP No. 16-500414

TITLE OF UNIT OF WORK – Congregate and Home Delivered Meals

1. My firm, as the prime bidder/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. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as “Exhibit B”.

|  |  |
|--|--|
| 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.

**EXHIBIT A, CONT'D**  
**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

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

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

Please explain all “no” answers above (by number):

---

---

---

---

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - LSBE Program, Felton Williams, Special Projects Manager at 404-371-6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department is available on our website at <http://www.dekalbcountyga.gov/>.

**EXHIBIT A, CONT'D**

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION OPPORTUNITY TRACKING FORM**

**Bidder/Proposer Statement of Compliance**

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

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

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in

Exhibit A 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 A, 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.

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer:

\_\_\_\_\_

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

Notary Public

My Commission

Expires: \_\_\_\_\_

**LSBE INFORMATION EXHIBIT B**

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

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

**To:** \_\_\_\_\_  
(Name of Prime Contractor Firm)

**From:** \_\_\_\_\_  **LSBE –DeKalb**  **LSBE –MSA**  
(Name of Subcontractor Firm) (Check all that apply)

**RFP Number:** 16-500414

**Project Name:** Congregate and Home Delivered Meals

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

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

|                         |                         |
|-------------------------|-------------------------|
| <b>Prime Contractor</b> | <b>Sub-contractor</b>   |
| <b>Signature:</b> _____ | <b>Signature:</b> _____ |
| <b>Title:</b> _____     | <b>Title:</b> _____     |
| <b>Date:</b> _____      | <b>Date:</b> _____      |

## LSBE INFORMATION EXHIBIT C

### **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:
  - (3) 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.
  - (4) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

#### **2. Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and

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

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

Firm Name (Please Print):

---

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

Sworn to and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Notary Public

My Commission Expires:

---

**ATTACHMENT F**

**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].

\_\_\_\_\_  
Responder's Name

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
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 G**

**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 16-500414 Congregate & Home Delivered Meal Service  
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 H**

**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 16-500414 Congregate & Home Delivered Meal Service  
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 I**

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

**EXHIBIT 1**

**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

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

**CONTRACTOR OR BENEFICIARY INFORMATION:**

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

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

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



**FIRST SOURCE JOBS ORDINANCE INFORMATION  
EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

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

**DATE:** \_\_\_\_\_ **FEDERAL TAX ID:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **WEBSITE:** \_\_\_\_\_

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**CONTACT PHONE:** \_\_\_\_\_ **CONTACT FAX:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:**

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

---

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

**NUMBER OF POSITIONS AVAILABLE:** \_\_\_\_\_ **TARGET START DATE:** \_\_\_\_\_

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

**SPECIFIC WORK SCHEDULE:**

**SALARY RATE(OR RANGE):**

PERM  TEMP  TEMP-TO-PERM  SEASONAL

**PUBLIC TRANSPORTATION ACCESSIBILITY** YES  NO

**IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:**

CREDIT  DRUG  MVR  BACKGROUND  OTHER \_\_\_\_\_

**Please return form to: Business Relations Unit (First Source)  
774 Jordan Lane Bldg. #4  
Decatur, Ga. 30033  
Phone: (404) 687-3400  
FirstSourceJobs@dekalbcountyga.gov**



**ATTACHMENT J**

**SAMPLE STANDARD COUNTY CONTRACT**

**PROJECT NO. 16-500414**

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 Congregate & Home Delivered Meal Service 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, 2021, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**ARTICLE II. PAYMENT**

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed XXXXX (~~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:

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

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

The Contractor agrees to provide Congregate & Home Delivered Meal Service in accordance with the *County's Request for Proposals No. 16-500414 Congregate & Home Delivered Meal Service (Multiyear Contract)* and addenda, attached hereto as Attachment 2 and incorporated herein by reference, and the *Contractor's Response to the County's Request for Proposals No. 16-500414* thereto, attached hereto as Attachment 3 and incorporated herein by reference.

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

### **ARTICLE IV. GENERAL CONDITIONS**

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

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

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

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

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

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

**G. Indemnification Agreement.** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County indemnities," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County indemnities, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnities against claims, actions, or expenses based upon or arising out of the County Indemnities' sole negligence. As between the County indemnities and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County indemnities from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnities', where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant

of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
    - (1) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
    - (2) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
    - (3) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
      - \$5,000,000 per occurrence
      - \$5,000,000 aggregate
2. Additional Insured Requirement:
  - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. The Contractor shall provide Fidelity Bond coverage. Coverage limits shall not be less

than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:
  - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be **issued** to:
    - DeKalb County, Georgia
    - Director of Purchasing & Contracting
    - Maloo 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 and Preferred Employees.** The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed

expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on the First Source Jobs Ordinance requirement, please contact DeKalb Workforce Development at [www.dekalbworkforce.org](http://www.dekalbworkforce.org) or 404-687-3400.

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

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

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

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

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

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

**U. Notices.** Any notice or consent required to be given by or on behalf of any party hereto to

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

**If to the County:**

Chief Procurement Officer  
Department of Purchasing and Contracting  
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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_ **by Dir.**(SEAL)

LEE MAY  
Interim Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**ATTEST:**

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

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Department Director Signature

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

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

**ATTACHMENT 1**  
**SAMPLE STANDARD COUNTY CONTRACT**

**Contractor's Cost Proposal**

**ATTACHMENT 2**  
**SAMPLE STANDARD COUNTY CONTRACT**

**County's Request For Proposals**

**ATTACHMENT 3  
SAMPLE STANDARD COUNTY CONTRACT**

**Contractor's Response to County's Request for Proposals**

**ATTACHMENT 4  
SAMPLE STANDARD COUNTY CONTRACT**

**Contractor Affidavit**

**ATTACHMENT 5**  
**SAMPLE STANDARD COUNTY CONTRACT**

**Subcontractor Affidavit**

**ATTACHMENT 6**  
**SAMPLE STANDARD COUNTY CONTRACT**

**Sub-Subcontractor Affidavit**

**ATTACHMENT 7**  
**SAMPLE STANDARD COUNTY CONTRACT**

**Certificate of Corporate Resolution**

**ATTACHMENT 8**  
**SAMPLE STANDARD COUNTY CONTRACT**  
**Business Organization Documents**

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

**ATTACHMENT 10**  
**SAMPLE STANDARD COUNTY CONTRACT**  
**Insurance Documentation**

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