



**DeKalb County
Department of Purchasing and Contracting**

November 13, 2018

REQUEST FOR PROPOSALS (RFP) NO. 18-500505

FOR

REVITALIZATION OF MEMORIAL DRIVE COMMERCIAL CORRIDOR

Procurement Agent:	Cathryn Horner
Phone:	404-371-6334
Email:	cghorner@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	November 14, 2018, November 20, 2018, and November 28, 2018 4572 Memorial Drive, Decatur, Georgia 30032 Main Conference Room - A (Meetings are held at 10:00 a.m. and 2:00 p.m.) Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"
Pre-Proposal Conference (Non-Mandatory):	December 5, 2018 @ 10:00 A.M. Conference Room B 4572 Memorial Drive, Decatur, GA 30032
Deadline for Submission of Questions:	5:00 P.M. ET, December 7, 2018
Deadline for Receipt of Proposals:	<u>3:00 P.M. ET, December 19, 2018</u>

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

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

November 13, 2018

REQUEST FOR PROPOSAL (RFP) No. 18-500505

FOR

REVITALIZATION OF MEMORIAL DRIVE COMMERCIAL CORRIDOR

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in commercial planning and development to submit proposals for Revitalization of Memorial Drive Commercial Corridor.

I. INTRODUCTION

- A. DeKalb County is Georgia’s third largest County with an approximate population of 722,000 and is Georgia’s most culturally diverse County in the state with over 64 spoken languages. DeKalb County cities include: Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain, Clarkston, Brookhaven, North Druid Hills, Gresham Park, Panthersville, Scottsdale, and Belvedere Park.
- B. Memorial Drive runs from the Georgia State House to Stone Mountain Park. This corridor is a major thoroughfare, with current bus system, a heavy rail transit station, colleges/universities, one hundred plus acres under government ownership, numerous 20 plus acre underdeveloped tracts under private ownership, and highly accessible transportation road network (I-285, US-78) to major destinations such as Atlanta International airport (south), Dunwoody Employment Center (north), Avondale Estates, Decatur, and DeKalb Farmer’s Market to the west.
- C. The County is seeking a firm experienced in commercial planning and development to research current data and develop a plan to revitalize the corridor and increase viable commercial growth to increase tax revenue, stabilize neighborhoods and provide services and goods for citizens in their own community.
- D. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder’s technical proposal:

Required Documents	Attachment
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Cost Proposal Form (1 copy, separate & sealed)	B
Proposal Cover Sheet	C
Contractor Reference and Release Form	D
Subcontractor Reference and Release Form (make additional copies as needed)	E
LSBE Documents – Exhibits A and B	F
Responder Affidavit	G
First Source Jobs Ordinance (with Exhibits 1 – 4)	H
Current, Valid Business License	N/A
Exceptions to the Standard County Contract, if any	

E. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within eight (8) months.

F. It is the County’s intent to make one (1) award.

II. SCOPE OF WORK

All background information, requirements, and deliverables are included in Attachment A, Scope of Work. Attachment A is attached hereto and included herein by reference.

III. PROPOSAL FORMAT

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

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder’s name and “Cost Proposal for Request for Proposals No. 18-500505 for Revitalization of Memorial Drive Commercial Corridor” on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment B, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 18-500505 for Revitalization of Memorial Drive Commercial Corridor" on the outside of each envelope or box.
2. Responder shall complete Attachment C, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. Technical Approach:
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
 - b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project; and
 - c. Provide a proposed milestone schedule starting with the receipt of the Notice to Proceed and ending with project completion. Milestones should be included for each major event/submission of deliverables for the project. This milestone schedule should **NOT** include costs.
4. Project Management:
 - a. Describe how the project will be organized and managed;
 - b. Describe progress reporting procedures for the project;
 - c. Include the anticipated use of subcontractors or vendors; and
 - d. Describe the resources necessary to accomplish the purpose of the project.
 - e. Describe your plan to involve the community, its stakeholders and County representatives throughout the project.
5. Personnel:
 - a. Identify the individuals who will be part of the project team;
 - b. Include any outside personnel, such as subcontractors; and
 - c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
6. Organizational Qualifications:
 - a. Describe Responder's experience, capabilities and other qualifications for this project;
 - b. How many years has Responder operated under current company name?
 - c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
 - d. Provide firm's relevant experience in preparing LCIs or similar projects in other jurisdictions of a similar size.
 - e. Provide firm's metropolitan area office location.
 - f. Provide evidence that Responder or Responder's team must include a professional planner with a minimum of 5 years' experience, preferable with LEED or AICP

- certification.
- g. Provide a copy of firm's current, valid business license.
 - h. Describe Responder's ability to orally convey and summarize the company's overall prospectus.
7. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).
8. References:
- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment D.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment E, Subcontractor Reference and Release Form. Make additional copies as needed.
9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

C. DeKalb First Ordinance

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at fbwilliams@dekalbcountyga.gov or (404) 371-6312.

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 which is a part of Attachment I, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

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

- A. Cost (10 points)
- B. Technical Approach to the Project (20 points)
- C. Project Management (30 points)²
- D. Personnel (10 points)
- E. Organizational Qualifications (20 points)
- F. Financial Responsibility (5 points)
- G. References (5 points)
- H. Local Small Business Enterprise Participation (10 points)
- I. Optional Interview (10 points)

The County reserves the right to conduct optional interviews with all responders or a short listed group of responders. The Evaluation Committee may award a maximum of ten (10) points to each interviewed responder. If the County determines that it is in its best interest to develop a short list of responders for interview, it shall be based on the following calculation:

$$\text{Highest Responder Score} - \text{Interview Points} = \text{Short Listed Score}$$

Example: $91 - 10 = 81$. Any responder with a score of 81 or greater would be interviewed.

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment I), 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 eight (8) compact discs or flash drives with each containing an identical copy of the Technical Proposal only (do not include the Cost Proposal on the discs/flash drives); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on December 19, 2018.

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd 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. 18-500505 for Revitalization of Memorial Drive Commercial Corridor” on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. 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. Telephone or fax bids will not be accepted.

C. Pre-Proposal Conference (Non-Mandatory)

A pre-proposal conference will be held at 10:00 a.m./p.m. on December 5, at 4572 Memorial Drive, Conference Room B, Decatur, Georgia 30032. Interested responders are strongly encouraged or **required** (if mandatory) to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference and site visit, please contact Cathryn Horner at 404-371-6334 or insert cghorner@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 Cathryn Horner, via email to **cghorner@dekalbcountyga.gov**, no later than close of business on December 7, 2018. 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 Cathryn Horner at 404-371-6334 or send an email to cghorner@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

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.

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. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder’s proposal.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

K. Business License

Responder shall submit a copy of its current, valid business license with its proposal. 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.

L. 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.

M. Right to Audit

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

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

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

N. Cooperative Procurement

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

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 will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, 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 Board of Commissioners, who 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,

Cathryn Horner

Cathryn Horner, CPPB
Procurement Manager – Team A
Department of Purchasing and Contracting

- Attachment A: Scope of Work
- Attachment B: Cost Proposal
- Attachment C: Proposal Cover Sheet
- Attachment D: Contractor Reference and Release Form
- Attachment E: Subcontractor Reference and Release Form
- Attachment F: LSBE Opportunity Tracking Form
- Attachment G: Responder Affidavit
- Attachment H: First Source Jobs Ordinance Information with Exhibits 1 - 4
- Attachment I: Sample County Contract

ATTACHMENT A

Scope of Work

I. General

Revitalization of Memorial Drive commercial corridor has been reactionary rather than proactive. Overall private sector growth in the economy has been slow to invest in the Memorial Drive corridor. With the ever-increasing number of municipal incorporations and annexations, it is imperative that DeKalb County stimulate, invest, and support economic development in existing urban areas with market assets.

A review of past trends, current conditions, should be used to develop realistic future corridor vision based on localized assets, market, and projections should capitalize on regional opportunities. Relevant materials include:

- Comprehensive Plans and Current Zoning
- Ownership Pattern
- LCI plans (Kensington Station and Kensington Supplemental)
- Tax Allocation Districts
- Strategic Economic Development Plan

The work to be accomplished is to draft a Redevelopment Plan for the Memorial Drive corridor, which includes a Corridor Planning Study and the Commercial Revitalization Strategy. The focus is on revitalization of Memorial Drive which could serve as the primary gateway to Stone Mountain Park. The Redevelopment Plan will supplement the 2030 Comprehensive Plan and encourage economic development. It is intended to spur redevelopment of the existing large suburban style shopping centers, meet the needs of both residents and potential visitors to Stone Mountain Park, create a unique destination and experience, and identify incentives and economic development tools to encourage investment and job creation in DeKalb County. The Redevelopment Plan is needed to help the County fulfill the vision and goals set forth in numerous planning efforts (2003 Kensington LCI, 2012 Supplemental Plan, Opportunity Grant Application, Georgia Tech Visioning Efforts the 2002 Memorial Drive Economic Development Strategic Plan, and DeKalb County 2035 Comprehensive Plan). The objective of this initiative is three-fold:

- **Economic Growth** - To grow the economy of DeKalb County; increase the tax base of the County and to provide a wider range of employment opportunities in the community.
- **Responsible Growth** - To direct growth into underdeveloped corridors or those areas which the County has designated as future employment centers in order to provide services more efficiently and to protect the area's natural resources.
- **Redevelopment** - To stimulate redevelopment of aging properties that have past life cycle or aesthetic appeal in order to develop more pedestrian friendly, mixed-use projects which reflect the character of urban living while protecting natural resources and established residential neighborhoods.

II. Study Area

The project area is located along the corridor of Memorial Drive, in unincorporated DeKalb County. The project area of the Redevelopment Plan is bordered to the west by I-285 and to the east by Stone Mountain Park. A section of this study area is within the Kensington Station LCI Plan. (See Exhibit A-1 and A-2 Maps).

This study area identifies five (5) subareas as Economic Opportunity Gateways:

1. I-285 @ Memorial Drive (Dunair Plaza)
2. Memorial Drive @ North Indian Creek Drive and Memorial College Avenue (James Hallford Stadium, Clarkston H.S., Georgia Perimeter College, Georgia State University)
3. Memorial Drive @ Rays Road (Memorial Bend, Brannon Hills, Stonemount Village)
4. Memorial Drive @ Hambrick Road (Village Square and Value Mall)
5. Memorial Drive @ Hirston Road

III. Goal

The primary goal of the Memorial Drive Redevelopment Plan is to provide vision and consensus of business owners and the community, and to create a revitalization strategy for this important corridor with beautification, vibrant businesses, mixed use development, and living wage employment opportunities. With access to Interstates 285 and Highway 78, and with rapid transit service provided by MARTA, the corridor boasts easy accessibility to Atlanta, Hartsfield-Jackson Atlanta International Airport, Stone Mountain Park as well as various attractions throughout Metropolitan Atlanta.

Furthermore, the Redevelopment Plan should include the vision of creating a “sense of place” upon entering the corridor from Atlanta or Gwinnett. The goal of planning services is to build upon the results of the Kensington Station LCI Study (2003), the Kensington Supplemental LCI Study (2013) and the 2014 DeKalb County Economic Strategic Plan.

IV. Work Tasks

The Consultant will draft a Redevelopment Plan aimed at understanding of successfully revitalizing the corridor, by reinventing itself to meet needs of both local and regional markets and evolve into a mixed use activity corridor that can be well integrated into its surrounding neighborhoods (inclusive of colleges, schools). The work to be accomplished under this contract is divided into four major tasks:

Task 1 – Public Involvement

The goal of this task is to develop an outreach process that promotes the involvement of all stakeholders in the study area with efforts and accommodations made to include low to moderate income, minority, millennials, students, land owners, business owners, and elderly or disabled citizens. The Consultant will identify all stakeholders and facilitate their involvement in the planning process. These tasks will be documented through meeting notices, meeting summaries and other written communications and when possible video recording. Responses and acknowledgement of public comments will be addressed in the study reports. The public involvement process shall, at a minimum, include the following components:

- *Project Management Team.* The Consultant shall establish a Project Management Team that includes a representative from DeKalb Planning staff, transportation, housing, human services, Decide DeKalb, code enforcement, police, MARTA, GDOT, and major land owners and other relevant agencies. This team shall meet monthly to discuss the study progress. The key responsibility of the Project Team is to review and comment on materials to be presented at public meetings, help advertise meetings, and distribute information to the larger community.
- *General Public Meetings.* During the study process, the Consultant shall make a reasonable effort to involve all stakeholders in the study area, including property owners, residents, business owners and employers/employees. A minimum of five (5) General Public Meetings shall be conducted (more meetings are encouraged and may be necessary) to discuss the following topics. A schedule of meetings and locations(s) shall be made available within a reasonable time from the onset of the project..
 - **Kick-off meeting** to announce the beginning of the study process, the goals of the study, key dates, and opportunities for public input.
 - **Data gathering meeting(s)** to collect data, information, and opinions from the public on pertinent topics. These meetings can also be used to review preliminary findings and general directions.
 - **Design Charrette** to identify and validate desired architectural design elements for the area.
 - **Present draft redevelopment plan.** A draft plan shall be presented to the public for review and comment prior to finalizing the study. This meeting should focus on a review of the study recommendations and action plan. The redevelopment plan should include guidelines and illustrative drawings.
 - **Final redevelopment plan review.** The final draft plan be made available for public comment (in a meeting, open house, or posting) prior to final sponsor approval and submitting deliverables.

The public involvement process should include a variety of methods, times, and techniques to reach the broadest range of stakeholders possible (i.e. standard public meetings, charrettes, surveys, open house). The DeKalb County CEO and Board of Commissioners must be notified at least ten days in advance of all meetings taking place.

- *Transportation Coordination Meeting.* A transportation project coordination meeting is to be conducted for the corridor redevelopment plan prior to finalizing the recommendations. Oftentimes, transportation projects are affected by other organization (e.g. GDOT, GRTA, transit agency, city/county). To ensure the projects are feasible, a coordination meeting will be held (if relevant) between the ARC and other affected organizations to discuss potential projects prior to the transportation improvement list being finalized.

Task 2 –Redevelopment Plan

The goal of this task is to assess the subject area’s current land use patterns, transportation patterns and urban design elements, including Lifelong Communities principles such as

pedestrian and transit access; access to retail and neighborhood services; diversity of dwelling types; and design for healthy living and social interaction. This analysis should be coordinated with other completed studies, programs and organizations.

A. Corridor Study

1. Analysis of existing conditions

Assess current land use and zoning within the study area. Identify properties that are:

a) underdeveloped, b) developed, but underutilized, c) in need of redevelopment, and d) areas for preservation. Evaluation of existing infrastructure and identification of needed improvements.

Provide analysis of property ownership within the study area. Determine a threshold to define large lot ownership property.

2. Strengths, Weaknesses, Opportunities, and Threats (SWOT) - The consultant must conduct a strengths, weaknesses, opportunities and threats analysis of the corridor. This analysis will assess the competitive assets and opportunities within the corridor. How can the area be transformed from a “through” corridor for commuters into a “to” or destination area for local neighborhood residents, commuters and visitors (tourist)? What challenges hinder this transformation and what threats exists? Finally, how can DeKalb address these issues and create a unique “sense of place” to work (employment), live, and play.

3. Corridor Vision

Work with the stakeholders, including developers, property owners, business owners and county staff to develop a corridor vision, goals and implementation actions for land use changes, public spaces and transportation choices.

4. Zoning Recommendations and Development Guidelines

The consultant will analyze the existing zoning conditions and give recommendations for future zoning changes to implement the development vision of Memorial Drive. The development design guidelines will be drafted to spur economic development, including guidelines for building height and massing, development density, signage, public spaces, and streetscape character. The study should define the density and intensity (scale) of development at each of the six (6) key subareas including graphic illustrations with development standard guidelines. The consultant will perform a visual preference surveys, and conduct a design charrette to identify and validate desired design elements for the area. The consultant will provide a minimum of four (4) graphic renderings depicting the future streetscape character of the area developed in accordance with the corridor vision. Show the transition between existing development and future vision of the area.

5. Transportation and Circulation System

The consultant will work with various stakeholders, including GDOT, GRTA, MARTA property and business owners to analyze the pedestrian and vehicular traffic circulation, existing and future parking needs, recommendations to improve bike and pedestrian connections, and to incorporate complete streets design concepts. Internal mobility requirements, including but not limited to traffic calming, pedestrian circulation, transit circulation, bicycle circulation, will be studied. Continuity of local streets in study area and development of a network of minor roads will be analyzed. The consultant will study future transit circulation systems.

B. Corridor Revitalization Strategy

The Strategy will give recommendations to revitalize the Memorial Drive corridor by building on the corridor's history as a vibrant, equitable and diverse place. The strategy will consolidate both existing county and state economic development programs as well as new initiatives into a framework that will support small business and local workforce development, leverage public investment, and create new leadership and development capacity.

1. Economic Base and Real Estate Market Analysis

The consultant must examine the local economy, including employment, types of establishments, synergistic opportunities and growth characteristics. An examination of the existing strengths in education around the colleges and universities, cultural diversity around Clarkston and international opportunities, tourist opportunities throughout the corridor relative to interstate and Stone Mountain Park, and various Government service facilities throughout the corridor (Sanitation, Watershed, Tax Assessor, MARTA, Fleet Maintenance). The consultant must examine education and occupational levels of the work force, community patterns and recent business expansions, relocations and business closings.

The economic base analysis should lead to recommendations for redevelopment of the under-utilized shopping centers for possible:

- 1) Mixed use activity centers for live, work, shop, and play,
- 2) Adaptive reuse of vacant structures (big box) for emerging industries such as filming, distribution, manufacturing and office space
- 3) Development of attractive gateway features that create a sense of place and draws consumer spending.

2. Marketing

Assist DeKalb County Economic Development to establish a marketing plan and appropriate incentives to encourage quality commercial development and redevelopment along the corridor.

3. Economic Enhancement Programs

The consultant will work with business and property owners to study the feasibility of initiating new programs such as Main Street Program, Business Improvement Districts,

Community Improvement Districts, Job Creation and Tax Incentives and Façade/ Streetscape Improvement Programs. The consultant will also work with Decide DeKalb to prioritize recommendations for the use of funds generated from the Kensington Tax Allocation District (TAD). These programs will revitalize the Memorial Drive corridor and will assist small business owners.

Task 3- Implementation Plan

An implementation strategy that describes the organizational structure and process and will be used to implement the various recommendations of the Corridor Study and the Revitalization Strategy. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support from local elected officials, citizens and businesses. This section should also discuss an evaluation and feedback process that will be used to monitor plan implementation and update the action plan as needed, but at least every three years. The consultant must identify various public and private funding opportunities that are available to implement the development vision of the corridor. Various recommendations should be prioritized, and lead public and private agencies should be identified who will be responsible for implementing the various recommendations.

A five-year schedule of actions will be prepared that will implement the study goals, programs, projects, economic development initiatives and sustainability principles. Program schedules should include start date, completion date, cost estimate and responsible agency. The consultant must outline both short-term and long-term solutions to transform the corridor into an economically vibrant destination based on supported market conditions. The Plan should include recommendations to stem the retail leakage, increase short trip destinations and enhance walkable and pedestrian friendly environment. Although vehicle trips may dominate, alternative modes of mobility should be considered (biking, walking, trails, shuttles, trolley, and greenways). The implementation plan should include recommendations for zoning changes, density/intensity needs based on market proformas, development standards with graphic illustrations, new branding, land ownership analysis, housing choices, including training and labor force recommendations in coordination with education system both private and public higher education and vocational (both college and public).

This schedule should include specific actions that implement the findings from the study components, including but not limited to:

- **Transportation & Pedestrian Mobility Projects Schedule.** A 5-year prioritized description of transportation improvement projects, actions, and policies (local, state and federal) that will support the study area goals. Project scopes should include detailed descriptions and cost estimates;
- **Housing Strategy.** Housing should be given specific and clear emphasis by developing a description of housing strategies, particularly for affordable, workforce and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area; and,
- **Economic Development Strategy** – A 5 year prioritized description of economic development programs, actions and policies (local, state, and federal) that will facilitate

the revitalization of the corridor.

Task 4 –Project Deliverables

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a summary document. Four (4) printed copies of the summary document shall be provided to DeKalb Planning, along with an electronic file (either FTP or memory stick) of the summary document in its original format and in .pdf format, an Excel spreadsheet of the 5-year action plan, shapefiles (per DeKalb County GIS specifications at the time of the study) for relevant maps, and a separate folder with supporting graphics contained in the report. The summary planning document for the corridor study shall contain at a minimum the following:

- **General Description.** A description of the study process and methodology, data gathering techniques and findings, and general study outcomes.
- **Public Outreach Process.** A description of the public participation process used to achieve a community-supported program the corridor redevelopment plan.
- **Deliverables Description.** A description demonstrating how the study addressed each of the required study deliverables enumerated above.
- **Memorial Drive Redevelopment Plan.** The Plan should include the Corridor Study Revitalization Strategy as described in Tasks 1-3.
- **Maps.** Maps and other graphic depictions to support the plan that includes, but not limited to, overall study area, existing land use, future land use, existing transportation facilities, and proposed transportation improvements, and typical cross-sections.
 - **Design Renderings.** A minimum of four (4) graphic renderings depicting the future streetscape character of the area
- **Market Analysis.** A market or fiscal feasibility analysis that supports the plan recommendations and ensures the proposed redevelopment plan is realistic (feasible and market supported).
- **Action Work Program. Recommendations.** A description of the changes necessary within the comprehensive plan, zoning ordinance, development regulations or other locally adopted plans to support study actions, including a proposed committed schedule for adopting such changes.

In addition, a population and employment data section shall be included as part of the study summary. This section shall contain a comparison of development under current conditions and development under the proposed plan. The data in this section shall contain, at a minimum, current and 25-year projection figures (in five-year increments) for the following areas:

Housing Data

- Number of existing housing units and population
- Number of anticipated housing units and population
- Distribution of proposed housing units by type

Employment Data

- Number of existing jobs
- Number of anticipated jobs
- Square feet of future non-residential development

Workforce Education and Skill Data

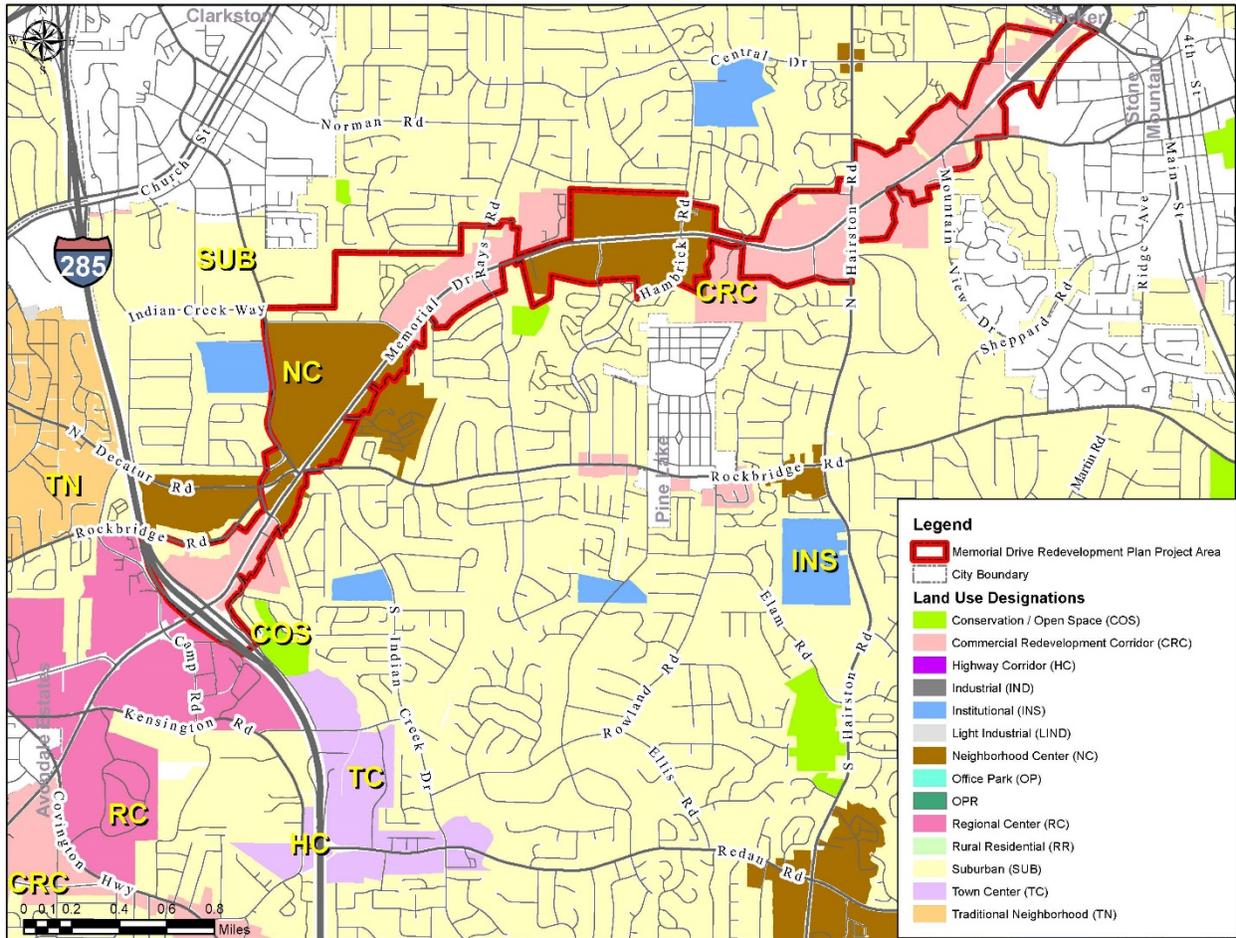
Number of residents with degrees and what type –surrounding geographical area
Data on degrees and what types from colleges near corridor

Key Dates

The following are key dates by which significant tasks are required to be completed in order to ensure the study is completed on time. DeKalb County staff will assist as needed to meet these dates.

- RFP/Q Advertised- (November 2018)
- Consultant Selected- (March 2019)
- Consultant Contract Executed- (March 2019)
- Study Complete- (November 2019)
- Final Invoice and Study Documents- (December 2019)

EXHIBIT A- 1. Study Area Map for Corridor Study



Map

Compensation and Method of Payment

I. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Contractor shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Consultant shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to the DeKalb Planning Director along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at the County's discretion if not properly documented, as determined by the Planning Director, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, DeKalb County will make payments to the Consultant as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed.

The Consultant's monthly invoices and monthly narrative progress reports are to be submitted to the DeKalb County Planning Director or his authorized agent and must be received by him not later than the 10th day of the following month. DeKalb County may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

NOTE: The County reserves the right to make payments based upon the milestone schedule submitted in the Technical Response.

B. Final Payment: Final payment shall only be made upon determination by DeKalb County that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, the County shall pay all compensation due to the Consultant, less the total of all previous progress payments made.

The Consultant's final invoice and summary document (as described in "Attachment A, Task 3 – Prepare Project Deliverables") must be received by the DeKalb County Planning Director or designee, no later than ten days after the project completion date specified in Paragraph 3 of the contract. DeKalb County may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

II. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Contractor under this contract exceed \$150,000 and that the Consultant expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by the Planning Director, all of the work and services described in Attachment A.

III. Access to Records: The Consultant agrees that DeKalb County, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Consultant agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by DeKalb County or such remedy as the County deems appropriate.

ATTACHMENT B

COST PROPOSAL FORM

(consisting of 2 pages)

REVITALIZATION OF MEMORIAL DRIVE COMMERCIAL CORRIDOR

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. 18-500505 for Revitalization of Memorial Drive Commercial Corridor" 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

ATTACHMENT B
COST PROPOSAL FORM

- A. Responder:** State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for *Revitalization of Memorial Drive Commercial Corridor*.

(State the amount in writing on this line.)

\$ _____
(State amount in figures on this line.)

- B. Responder:** Responder shall provide a copy of the Milestone Schedule submitted as a part of the technical proposal including a proposed milestone cost for each element of the Schedule. State FIRM FIXED LUMP SUMS for all costs, direct and indirect, administrative costs, and all things necessary for each milestone for *Revitalization of Memorial Drive Commercial Corridor* equaling the total firm fixed lump sum stated above. Note that costs should only be submitted in the Cost Proposal.

ATTACHMENT C

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) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 18-500505 for Revitalization of Memorial Drive Commercial Corridor described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on December 19, 2018 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT D
CONTRACTOR REFERENCE AND RELEASE FORM

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
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 F
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

**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 DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the

benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

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 percentage 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. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime 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. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

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 shall ensure that all LSBE 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 shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

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

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

PRIME
BIDDER/PROPOSER _____

SOLICITATION NUMBER: **RFP No. 18-500505**

TITLE OF UNIT OF WORK – **Revitalization of Memorial Drive Commercial Corridor**

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 percentage of 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 percentage of 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 percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

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

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

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

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work 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.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company’s name, contact person, 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, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
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 via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
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 LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (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 attached supporting 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 - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

EXHIBIT A, CONT'D

**DEKALB FIRST 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 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 Prime Contractor. 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: _____

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)

ITB Number: RFP No. 18-500505

Project Name: Revitalization of Memorial Drive Commercial Corridor

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/Task Assignment	% of Contract Award

Prime Contractor

LSBE Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT H

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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov, malee@dekalbcountyga.gov, vnicksion@dekalbcountyga.gov, or jmjones@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

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.

FEDERAL TAX ID:

COMPANY NAME: _____ **WEBSITE:** _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: _____

CONTACT PHONE: _____ **CONTACT FAX:** _____

CONTACT E-MAIL ADDRESS: _____

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

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE: _____

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

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

SPECIFIC WORK SCHEDULE: _____

SALARY RATE(OR RANGE): _____

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

PUBLIC TRANSPORTATION ACCESSIBILITY **YES** **NO**

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

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

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

ATTACHMENT I
SAMPLE COUNTY CONTRACT

ATTACHMENT I

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

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 _____, a corporation organized and existing under the laws of the State of _____, with offices in _____, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide consulting services to develop a master plan to revitalize the Memorial Drive Commercial Corridor 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

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed and shall be completed on or before _____.

ARTICLE III. 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 _____ (\$_____), 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 Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order 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 Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: Planning and Sustainability

330 W. Ponce de Leon Avenue
Decatur, Georgia 30030

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

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all consulting services in accordance with the County's Request for Proposals (RFP) No. 18-500505 for Revitalization of Memorial Drive Commercial Corridor, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II 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.

ARTICLE V. 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. **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.

E. **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.

F. **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.

G. **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.

H. **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 Indemnitees," 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 Indemnitees, 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 Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees 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 Indemnitees 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 Indemnitees, 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.

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
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. Fidelity Bond coverage shall be provided. 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
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers’ Compensation Insurance and to have all subcontractors likewise carry statutory Workers’ Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor’s obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **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.

K. **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.

L. **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 an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. 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(s) obtained in connection with this Contract shall be attached hereto as Attachment C. 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(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **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.

N. **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.

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

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **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.

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. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

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 Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of Planning and Sustainability
330 W. Ponce de Leon Avenue
Decatur, Georgia 30030

If to the Contractor:

_____,

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 caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

_____ **by Dir.**(SEAL)

MICHAEL L. THURMOND
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

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

SAMPLE COUNTY CONTRACT

ATTACHMENT A

Contractor's Cost Proposal

**SAMPLE COUNTY CONTRACT
ATTACHMENT B**

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Revitalization of Memorial Drive Commercial Corridor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ 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:

**SAMPLE COUNTY CONTRACT
ATTACHMENT C**

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

Revitalization of Memorial Drive Commercial Corridor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ 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:

**SAMPLE COUNTY CONTRACT
ATTACHMENT D**

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 Sub-subcontractor

Revitalization of Memorial Drive Commercial Corridor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ 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:_____

**SAMPLE COUNTY CONTRACT
ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION**

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the "Contractor"), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

Contract resulting from RFP No. 18-500505 for Revitalization of
Memorial Drive Commercial Corridor;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20____.

(CORPORATE

SEAL)
(Secretary)

SAMPLE COUNTY CONTRACT

“The County’s Request for
Proposals (RFP) No.18-500505”

APPENDIX I

SAMPLE COUNTY CONTRACT

“Contractor’s Response to the
County’s Request for Proposals
(RFP) No. 18-500505”

APPENDIX II