DeKalb County
Department of Purchasing and Contracting

MARCH 6, 2023

REQUEST FOR PROPOSALS (RFP) NO. 23-500641
FOR
ARCHITECTURAL AND ENGINEERING (A/E) SERVICES FOR RECREATION, PARKS AND CULTURAL AFFAIRS (RPCA) (MULITYEAR)

Procurement Agent Senior:	Jennifer Schofield, NIGP-CPP
Phone:	404.687.4042
Email:	**jjschofield@dekalbcountyga.gov**
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	MARCH 8, 2023, MARCH 15, 2023 (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:	March 22, 2023, 11:00 AM, ZOOM: **https://dekalbcountyga.zoom.us/j/89205934874**
Deadline for Submission of Questions:	5:00 P.M. ET, March 27, 2023
Deadline for Receipt of Proposals:	3:00 P.M. ET, April 13, 2023
	Zoom: **https://dekalbcountyga.zoom.us/j/83672460617**

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

TABLE OF CONTENTS

Section	Title	Page
I.	Introduction	3
II.	Statement of Work	4-8
III.	Proposal Format	9
	A. Cost Proposal	9
	B. Technical Proposal	9-11
	C. Local Small Business Enterprise Ordinance	11
	D. Federal Work Authorization Program	11-12
IV.	Criteria for Evaluation	12
V.	Contract Administration	12
	A. Standard County Contract	12
	B. Submittal Instructions	12-13
	C. Pre-Proposal Conference and Site Visit	13
	D. Questions	13
	E. Acknowledgement of Addenda	13
	F. Proposal Duration	13-14
	G. Project Director/Contract Manager	14
	H. Expenses of Preparing Responses to this RFP	14
	I. Georgia Open Records Act	14
	J. First Source Jobs Ordinance	14
	K. Business License	14-15
VI.	Award of Contract	16
	Attachment A. Cost Proposal	17-19
	Attachment B. Proposal Cover Sheet	20
	Attachment C. Contractor Reference and Release Form	21-22
	Attachment D. Subcontractor Reference and Release Form	23
	Attachment E. LSBE Opportunity Tracking Form	24-32
	Attachment F. Sample County Contract	33-50
	Attachment G. Responder Affidavit	51
	Attachment H. First Source Jobs Ordinance Information & Exhibits	52-55

DeKalb County
Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

MARCH 6, 2023

REQUEST FOR PROPOSAL (RFP) No. 23-500641
FOR

Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA) (MULTIYEAR)

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with a minimum of five (5) years' experience in park design and renovation, aquatic and athletic facility design and recreation center design and renovation, green infrastructure improvements and historic/cultural preservation and repair to submit proposals for **RFP 23-500641, Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA).**

I. INTRODUCTION

A. General Information

DeKalb County Recreation, Parks and Cultural Affairs features an outstanding park system, which includes: 114 parks, approximately 6,590 acres of parkland and open space, 82 playgrounds, 2 golf courses, 77 tennis courts, 54 pavilions, 92 ball fields, 11 recreational facilities, and much more. The department works together with nationally recognized consultants, community, business and government leaders, as well as citizens of DeKalb County, to create signature parks and recreational facilities that will enhance the image of DeKalb County and its park system.

DeKalb County Recreation, Parks and Cultural Affairs would like to solicit proposals from Architecture and Engineering firms with extensive experience in public park facilities. The Department intends to issue an Indefinite Delivery Indefinite Quantity (IDIQ) contract consisting of a five-year multi-award contract. DeKalb County intends to utilize a variety of funding sources to implement projects developed using this contract.

The scope of services required will include a multi-discipline approach involving architectural and engineering services for parks and recreation. Services for civil engineering, landscape architecture, architecture, mechanical engineering, surveying, irrigation, historic preservation, stormwater, stream restoration and other disciplines will be necessary to perform typical tasks. Typical tasks may include boundary/topographic surveys and combination plats; master planning; feasibility studies; schematic design; construction documentation, stormwater/sanitary sewer analysis and design, specifications development, permitting, and construction administration. Typical projects may include park design and renovation, aquatic and athletic facility design; recreation center

design and renovation, green infrastructure improvements, and historic/cultural preservation and renovation. Projects will vary by type, scope, and complexity, requiring the use of various design disciplines and related technical expertise. The services may be provided by the Prime either through designated in-house staff or through designated sub-consultants, however, the principal in charge must be an employee of the Prime.

With this solicitation, the County intends to select multiple firms to provide these services and rotate work authorizations between the chosen vendors starting with the top ranked firm and then proceeding down the list. There is no guarantee of the fee level or that the distribution of fees will be equal between the selected firms only that projects will be assigned on a rotating basis.

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

Required Documents	**Attachment**
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit	G
First Source Jobs Ordinance (with Exhibits 1 – 4)	H
New Employee Tracking Form	I
Exceptions to the Standard County Contract, if any	
Licenses – all licenses for each discipline to include:	Business License, Architectural, Engineering to include Civil and Structural, and Mechanical Engineering to include Plumbing, Electrical and HVAC, Landscape Architecture, Mechanical Engineering to include Plumbing, Electrical and HVAC,

C. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within 1,825 days.

II. STATEMENT OF WORK

The successful responder shall provide all things necessary to provide Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA) for DeKalb County, Georgia as described below:

Projects shall provide for a safe and healthy environment that meets or exceeds code requirements and attains a high standard of design through the life of the park and facility.

A. The Consultant's services shall include all personnel, labor, materials, overhead, equipment, postage, printing, copying, plotting, mileage, deliveries, all costs (direct and indirect) administrative costs, reimbursables, and all things necessary to provide all research, recommendations, studies, conferences, presentations, written documents, designs, specifications, details, drawings, issuance of certificates for payment, review of documents, inspections, supervision and approval of work, preparation of addendums, change orders, work acceptance as necessary to accomplish assigned projects and as further specified in this Statement of Work.

B. Specific individual project requirements will be outlined by the County, with individual Work Authorization Forms authorized and executed (pursuant to the Contractor's Cost Proposal) stating total not to exceed amounts and completion dates prior to commencement of work. Contractor shall comply with authorized Work Authorization Forms. Contractor shall complete work according to proposed project timeline and shall provide all deliverables in a timely manner and within the total not to exceed amount stated on the Work Authorization Form.

C. The technical proposal shall demonstrate the consultant's experience as an Architecture and Engineering Firm with registration to perform work in the State of Georgia, and also a desire to enter into an agreement to provide professional architectural and engineering design services for multiple individual projects on an as needed basis

D. Primary services include but are not necessarily limited to the following items:

Comprehensive Services

The prime Consultant shall ensure that it has prompt and direct access to provide the following services through in-house staff and sub-consultant arrangements:

- Architecture, Engineering, and Landscape Architecture
- Technical Specification Development
- Feasibility Studies
- Master Planning/Site Planning/Schematic Design
- Site Surveying
- Historic Preservation
- Civil Engineering
- Structural Engineering
- Electrical Engineering
- Construction Document Preparation/Administration
- Mechanical Engineering, Plumbing, Electrical, & HVAC
- Stormwater and Stream Restoration
- Cost Estimating
- Construction Administration/Bid Assistance

The prime Consultant shall have a dedicated representative to handle all County Projects. The County reserves the right to approve and/or request a new representative should the representative not perform.

1. Landscape Architecture and Civil Engineering Services

The department will occasionally need assistance in land planning and civil design. The Consultant may be expected to provide services include site surveying, development of schematic master plans, development of site plans, design of vehicular and pedestrian circulation systems and parking lots, design of green infrastructure, storm and sanitary sewers serving park sites, grading plans, design of landscape planting and irrigation, design of outdoor hardscaped surfaces associated with buildings, and design of exterior lighting and signage systems.

2. Architecture and Mechanical, Electrical and Plumbing Services

Architecture design services may be used on projects ranging from small renovations and additions to new construction. The Consultant may be expected to provide services including comprehensive architectural design of buildings; historic preservation and renovation; structural engineering; and design/engineering of all building electrical, plumbing and HVAC systems. Pre-engineered buildings may be needed for restrooms, pavilions, and other facilities. The Consultant may be expected to provide services including preparation of construction documents to permit utility connections and prepare project sites in sufficient detail to enable the County to solicit bids for the site construction.

3. Cost Estimating

The County will typically provide a proposed budget for projects that are assigned. The Consultant may be requested to further define such budgets through more detailed cost estimates. This cost estimating will be a means of ensuring budgetary discipline throughout the project development process.

4. Other Services and fees

At the request of the County, the Consultant may be requested to provide special services or technical tasks that require sub-consultant services that are not described herein or included in the proposal fee schedule. In these situations, the Consultant shall provide separate cost proposals from these specialized sub-consultants under the cover of its own proposals and shall bill for these services as Reimbursable Expenses.

These special services may include geotechnical, LEED and SITES consultants, commissioning agents, specialists in energy management, specialists in audio visual systems, lighting, pools, athletic fields, etc., and others as required. All permitting fees will be the responsibility of the consultant and will be reimbursed by the County.

5. Services Provided by the County

The County will provide information regarding the requirements of each work item or project, including the program, criteria and standards as applicable. The County will cooperate in inspections, surveys, interviews and work sessions necessary to determine or define said requirements. The County will provide existing site data where present in the form of aerials, shapefiles, CAD drawings, or archived PDF plans. Where master planning efforts are concerned The County will handle all meeting announcements and advertisements.

The County will designate a representative to act on the County's behalf with respect to the assigned work items or projects. As applicable and required for the guidance of the Consultant's services, the County will establish and update construction budgets for the assigned work items.

III. COMPENSATION FOR CONSULTANT SERVICES

1. Basis of Compensation

For services provided by the Consultant, the County shall compensate the Consultant at the rates set forth in the Proposal Fee Schedule, which is included and incorporated herein by reference. The Consultant shall provide the County with cost proposals for work items as provided in Section II Scope of Work. These cost proposals shall be based on and derived from the Fee Schedule in Appendix B and shall include estimates of hours for each personnel billing category and budgets for the reimbursable expenses expected to be incurred. The County reserves the right to direct the Consultant to prepare proposals on a not to exceed basis. Cost proposals mutually agreed to by the parties hereto shall be incorporated in the Work Authorization used to authorize work under the Agreement. Once said cost proposals are incorporated into Work Authorization, said proposal amounts shall not be exceeded unless authorized in writing by the County's representative. Consultant shall complete work according to proposed project timeline and shall provide all deliverables in a timely manner. Failure to continually meet deadlines may result in the Consultant not receiving additional Work Authorizations.

In an effort to expedite the projects and select the most qualified contractors, the County intends to utilize a "work authorization" type approach. See Sample Work Authorization Form attached as Exhibit 1.

Work authorizations shall be assigned only during the contract period. Any work assigned during the contract period shall continue to completion of the assignment per the terms of this contract even though the expiration date has passed.

2. Reimbursable Expenses

Reimbursable expenses are in addition to personnel expenses described by the billing categories within the Fee Schedule and include expenses incurred by the Consultant and Consultant's sub-consultants in the direct provision of authorized work items and tasks as follows:

i. costs of document reproduction, photographic work, and photo reprographic services directly related to provision of drawings, specifications and other deliverables required by the authorized services;
ii. costs for overnight, bulk and specialized mailing services, and courier services;
iii. costs for service-related vehicle mileage to be billed at the County's established rate of reimbursement;
iv. costs for consultants and special services not covered under Proposal Fee Schedule; and
v. costs for renderings, models, and miscellaneous items that are specifically requested by the County in authorized work items or projects.

The Reimbursable expenses of the Consultant and Consultant's sub-consultants shall be billed by the Consultant at actual cost.

3. Payments

The Consultant shall bill for its services monthly and said billing shall be for work completed up to the date of the billing minus any previous bills. The Consultant's billing shall itemize and document the billable time of the Consultant's staff and the staff of the Consultant's sub- consultants at the rates provided in the Fee Schedule. The Consultant's billing also shall present a statement of the reimbursable expenses incurred and shall include invoices and other records that substantiate said costs. The County shall pay said billings within a 30-day period from date of receipt of the Consultant's invoice. If the County objects to any portion of an invoice, the County shall notify the Consultant and correct the portion of the invoice in dispute. Upon completion by the Consultant of all the services authorized under the Agreement and approval by the County, the County will pay the Consultant a sum equal to one hundred percent (100%) of the authorized and billable compensation, less the total of other payments paid or in the process of payment. The Consultant agrees that acceptance of this final payment shall be in full settlement of all claims arising against the County for work or services performed and costs incurred or otherwise arising out of this Agreement and shall release the County from all further claims of whatever nature because of said Agreement. The County will make no deductions from the Consultant's compensation because of penalty, liquidated damages, or other sums withheld from payments to sub-consultants.

4. Miscellaneous Provisions

All Surveys, CAD Drawings, Specifications, and other documents and materials prepared by the Consultant for assigned projects and pursuant to this Agreement are the property of the County and shall be submitted to the County at the conclusion of the Work Authorization. The County shall have the authority to publish, disclose, distribute and otherwise use any Drawings, Specifications or documents prepared under this Agreement. The County may use all or parts of these Drawings, Specifications and other documents on projects or activities other than those specifically authorized under this Agreement without additional compensation to the Consultant provided that the Consultant is released from all liability concerning such Drawings, Specifications and other documents.

IV. 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. 23-500641** for **Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)** 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 OR OUSTIDE OF THE SEPARATE SEALED ENVELOPE.** 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 A, *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 FLASH DRIVES 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. 23-500641, Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)** on the outside of each envelope or box.

2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.

3. Technical Approach:

    a. Provide basic company information: Company name, address, name of primary contact, the year the company was established, telephone number, email address and company website. If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office(s) separately. Identify the office from which the contract will be managed, the year the local office was established and the number of staff persons staffing that office and their disciplines. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the consultant a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure?

b. Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.
c. Responders shall demonstrate a minimum of five years' experience in the design of municipal park facilities, Master Planning, the development and re-development of parks, and construction administration services. The Consultant shall demonstrate the firm's extensive knowledge of the Plan Development Process and describe the past experience of the firm and of the staff on similar projects as well as other relevant experiences.
d. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein and their detailed approach to achieve them.
e. Provide any information that may serve to differentiate the firm from other firms in suitability for the assigned projects. Suitability may include, but it not limited to, the firm's fit to the specific work areas and/or needs of the Owner, any special or unique qualifications for the work, current and projected workloads, and any techniques or methodologies offered by the firm that may be particularly suitable for this type of work.
f. Provide evidence of experience and proficiency with design of public spaces with regards to the areas of public safety, accessibility for persons with disabilities and special needs.
g. Provide defined process and methodology for QA/QC.

4. Project Management:
   a. Describe how each project will be assigned to qualified staff, organized and managed by your firm;
   b. Describe the methodology for reporting/updating DeKalb County on assigned projects and the procedures that will be taken to ensure deadlines are met and deliverables are received on time;
   c. Detail the use of subcontractors; and
   d. Describe the resources necessary to accomplish each type of project which may be assigned under this solicitation.

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 and their roles; (At a minimum, these individuals must be identified: Principal-in-Charge, Contract Administrator, and the Project Manager or senior position for each of the following disciplines: Architecture or Multi-Disciplinary, Interior Design, Structural Engineering, Civil Engineering, HVAC Engineering, Plumbing Engineering, and Electrical Engineering. If the Consultant intends to utilize other personnel or sub- consultants for Surveying, Landscape Architecture, Cost Estimating or Specialized Services, these entities and staff also must be identified. In all cases, the individual identified must be assigned to provide the requested services; and
   d. Include a Project Organizational Chart that identifies all key personnel to be involved in delivering services and their respective roles.

6. Organizational Qualifications:
    a. Provide professional qualifications and description of the level of experience for principal Architect or Engineer personnel in the design of projects similar to what is described in this solicitation.
    b. Provide information of the firm's experience working as an Architecture or Engineering firm by listing projects of similar type, size, function, and complexity as described within this RFP. Describe projects from most relevant to least relevant which demonstrate the firm's capabilities to perform the projects which may be assigned as part of this RFP. (If a project is listed that was performed by an employee that previously worked at another firm, please indicate as such.) For each project, the following information should be provided:
        i. Project name, location and dates during which services were performed.
        ii. Project delivery method and Budget
        iii. Brief description of project and physical description (final cost, sq footage, number of stories, site area, etc.)
        iv. Services which were performed by your firm. Identify the key personnel that participated in the project and state whether or not they are still with the firm.
    c. Show experience with major design, construction and renovation, particularly regarding parks and recreation facilities; and
    d. 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?

7. Responder must provide and include printed financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the statement 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). Links are not accepted.

8. References:
    a. Responder shall provide five (5) references for work similar in size and scope to the projects specified herein using the *Reference and Release Form* attached hereto as Attachment C. References provided must be for corporate, institutional or governmental parks and recreation facilities, athletic facility design and construction, aquatic facility design and construction and other site improvements that show expertise with the types of work requested.
    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 D, 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 instructions for 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 Representatives at DeKalbFirstLSBE@dekalbcountyga.gov.

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 F, *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.

V. 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 (25 points)
C. Project Management (10 points)
D. Personnel (15 points)
E. Organizational Qualifications (20 points)
F. Financial Capability (5 points)
G. References (5 points)
H. Local Small Business Enterprise Participation (10 points)
I. Optional Interview (10 points) – bonus

VI. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment F), 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", five (5) copies on USB Flash Drive(s) with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the drives; and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) which MUST be submitted to the following address no later than 3:00 p.m. on **APRIL 13, 2023**.

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. 23-500641,** Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA) 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

A non-mandatory pre-proposal conference will be held at 11:00 AM March 27, 2023 via Zoom: **https://dekalbcountyga.zoom.us/j/85848342741**. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Jennifer Schofield at 404.687.4042 or via email at **jjschofield@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 **Jennifer Schofield**, via email to **jjschofield@dekalbcountyga.gov** no later than close of business on March 27, 2023. 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 contact **Jennifer Schofield** at **404.687.4042** or send an email to **jjschofield@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 or upon award. 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. DeKalb County, Georgia's Title VI Policy Statement

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

O. 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.

VII. AWARD OF CONTRACT

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

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:

Highest Responder Score – Interview Points = Short Listed Score
Example: 91 – 10 = 81. Any responder with a score of 81 or greater would be interviewed.

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. It is the intent of DeKalb County to award contracts to multiple vendors for a term of five (5) years'.

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

Sincerely,

Jennifer Schofield

Jennifer Schofield, NIGP-CPP
Procurement Agent Senior
Department of Purchasing and Contracting

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

ATTACHMENT A

COST PROPOSAL FORM
(consisting of **2** pages)

ARCHITECTURAL AND ENGINEERING (A/E) SERVICES FOR RECREATION, PARKS AND CULTURAL AFFAIRS (RPCA)

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. 23-500641, Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)" 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 A

COST PROPOSAL FORM

The following hourly rates for personnel will be used for Services provided under the Agreement. Personnel assigned to a Project by the Contract Manager will be billed to the County for time spent during the monthly billing period at the following hourly rates. DeKalb County reserves the right to add positions at a mutually agreed upon rate. **DO NOT INCLUDE WITH YOUR TECHNICAL RESPONSE.**

Personnel Position/Billing Category	Hourly Rate
Principal-in-Charge	$
Project Manager or Contract Administrator	$
Sr. Architect	$
Architect	$
Jr. Architect	$
Sr. Preservation Architect	$
Preservation Architect	$
Jr. Preservation Architect	$
Sr. Landscape Architect	$
Landscape Architect	$
Jr. Landscape Architect	$
Sr. Structural Engineer	$
Structural Engineer	$
Jr. Structural Engineer	$
Sr. Civil Engineer	$
Civil Engineer	$
Jr. Civil Engineer	$
Sr. Mechanical Engineer (MEP)	$
Mechanical Engineer (MEP)	$
Jr. Mechanical Engineer (MEP)	$
Registered Surveyor	$
Jr. Surveyor	$
Cost Estimator	$
Clerical/Administrative	$
Construction Administration	$
LEED and SITES Services	$
Other	$
Other	$
Other	$

COMPANY NAME _____

ATTACHMENT B

PROPOSAL COVER SHEET

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	**County**	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) ☐ Corporation ☐ Joint Venture ☐Proprietorship ☐Government		

Proposals for **23-500641 Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)** described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on **April 13, 2023** until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section V.B.

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.

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.

Authorized Representative Signature(s)	Title(s)
Type or Print Name(s)	Date

ATTACHMENT C

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least five (5) 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			
Description of Services Provided:			

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed_____ Title_____
(Authorized Signature of Proposer)

Company Name _____Date _____

ATTACHMENT D
LSBE 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			
Description of Services Provided:			

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed_____ Title_____
(Authorized Signature of Proposer)

Company Name _____Date _____

ATTACHMENT E

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: **23-500641**

TITLE OF UNIT OF WORK – **Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)**

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, DeKalbFirstLSBE@dekalbcountyga.gov

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: 23-500641

Project Name: Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)

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

Signature:_____

Title:_____

Date:_____

LSBE Sub-contractor

Signature:_____

Title:_____

Date: _____

ATTACHMENT F

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 **XXXXXXXXXX.**, a corporation organized and existing under the laws of the State of Georgia, with offices in XXXXXXXXX (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide **Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)(MUTLIYEAR)** 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. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 202X, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract..

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed **XXXXXXXXXXXXXXXXXXXXXX** 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 3 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.

SAMPLE

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia
Attention: Accounts Payable
1300 Commerce Drive
Decatur, GA 30030

AND

DeKalb County, Georgia
Attention: "Recreation, Parks and Cultural Affairs"
1950 West Exchange Place
Tucker, GA 30084

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 III. STATEMENT OF WORK

The Contractor agrees to provide all **Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)(** services in accordance with the County's **Request for Proposals (RFP) No. 23-500641** for **Architectural and Engineering (A/E) Services for Recreation, Parks and Cultural Affairs (RPCA)(Mulityear)**, 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. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE IV. GENERAL CONDITIONS

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

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

SAMPLE

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

SAMPLE

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 caused by or resulting from the negligence, recklessness or intentionally wrongful conduct of the Contractor or Subcontractor. 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

SAMPLE

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

SAMPLE

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

SAMPLE

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 404-687-7171or 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.

SAMPLE

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 the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor: **XXXXXXXXXX**

SAMPLE

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]

SAMPLE

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.

XXXXXXXX.

By: _____(SEAL)
Signature

_____
Name (Typed or Printed)

_____
Title

_____
Federal Tax I.D. Number

_____
Date

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

APPROVED AS TO SUBSTANCE:

_____
Department Director

DEKALB COUNTY, GEORGIA

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

_____
Date

ATTEST:

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

APPROVED AS TO FORM:

_____
County Attorney Signature

_____
County Attorney Name (Typed or Printed)

SAMPLE

ATTACHMENT A

Contractor's Cost Proposal

SAMPLE

SAMPLE

APPENDIX I

"Excerpts from the Contractor's
Response to the County's Request
for Proposals (RFP) No. XX-XXXXXX"

APPENDIX II

SAMPLE

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

_____
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 m on this the
_____ day of _____, 20 ___.

_____
NOTARY PUBLIC
My Commission Expires:
_____

SAMPLE

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

_____
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

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

_____
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

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 "_____"), 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:

Agreement for Professional Services in Support of RFP 23-500641, Architectural and Engineering Services for Recreation, Parks and Cultural Affairs (RPCA)(Multiyear);

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

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: _____

D. FIRST SOURCE ACKNOWLEDGEMENT FORM

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

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.

E. NEW EMPLOYEE TRACKING FORM

Name of Bidder_____

Address_____

E-Mail_____

Phone Number_____

Fax Number_____

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

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

_____

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

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.

F. BUSINESS SERVICE REQUEST FORM

Please complete this form for each position that you have available.

DATE: **FEDERAL TAX ID:**

COMPANY NAME: **WEBSITE:**

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: **TITLE:**

CONTACT E-MAIL ADDRESS: **CONTACT PHONE:**

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

JOB DESCRIPTION: *(Please include a copy of the Job Description)*

POSITION TITLE: _____

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

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

SALARY RATE (OR RANGE): _____ **SPECIFIC WORK SCHEDULE:** _____

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

PUBLIC TRANSPORTATION ACCESSIBILITY: **YES** ☐ **NO** ☐

SCREENINGS ARE REQUIRED: **YES** ☐ **NO** ☐ **SELECT ALL THAT APPLY:**

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

HOW TO APPLY:

_____

_____

Please return form to: jbblack@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY
TYPE: ☐ **First Source** ☐ **Direct Hire** ☐ **Work Experience (WEX)** **SYSTEM ENTRY DATE:** _____
ASSIGNED TO: _____ **DATE:** _____

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.

G. EMPLOYMENT ROSTER
DeKalb County

Contract Number: _____

Project Name: _____

Contractor: _____ **Date:** _____

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

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.

EXHIBIT 1
Sample Work Authorization Form