



Department of Purchasing and Contracting

April 17, 2023

REQUEST FOR PROPOSALS (RFP) NO. 23-500643

FOR

**LAND AND EASEMENT ACQUISITION SERVICES
(MULTIYEAR CONTRACT WITH 2 OPTIONS TO RENEW)**

Procurement Agent: Willie Moon
Phone: (404) 371-7021
Email: wmoon@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: April 19, 2023, or April 26, 2023
(Bidders must attend 1 meeting on either of the dates listed.) (Meetings are held at 10:00 a.m. and 2:00 p.m. EST)
Video Conference: Utilize the link supplied on our webpage labeled “DeKalb First LSBE Video Meeting”

Non-Mandatory Pre-Proposal Conference: April 24, 2023 at 1:00 P.M. EST
Via Zoom Video Conference:
<https://dekalbcountyga.zoom.us/j/89264680578>
Password: 500463

Deadline for Submission of Questions: 5:00 P.M. ET, April 28, 2023
Deadline for Receipt of Proposals: 3:00 P.M. ET, May 31, 2023

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

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

April 24, 2023

REQUEST FOR PROPOSALS (RFP) NO. 23-500643

FOR

**LAND AND EASEMENT ACQUISITION SERVICES
(MULTIYEAR CONTRACT WITH 2 OPTIONS TO RENEW)**

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in land and easement acquisition services to submit proposals. The anticipated work includes, but is not limited to, title searches, property appraisals/valuations, negotiating, reporting, preparation of closing and condemnation documents, document filings and acquisition of real property and easements. The County is seeking firms whose combination of experience will provide accurate and timely services.

I. INTRODUCTION

A. General Information

This Request for Proposal (RFP) for the **Land and Easement Acquisition Services** invites proposal submissions in accordance with the requirements set forth in this RFP including the format and content guidelines in **Section III, Technical Proposal**. The purpose of this RFP is to seek qualified, licensed firm(s) to provide technical, professional, and administrative staff to execute the land and easement acquisition services. The work in this RFP will include a broad range of services and activities that shall be performed over several years in order to meet the County's requirements in completing the Capital Improvement Plan (CIP) project needs for the Department of Watershed Management (DWM).

B. Background

The Department of Watershed Management (DWM) is the primary provider of water and wastewater services in DeKalb County, Georgia. DWM serves a population of almost 700,000 residents, making it among the largest water/wastewater utilities in the State of Georgia and the southeastern region of the United States.

The need for necessary easements to construct CIP and consent decree (CD) projects will continue to gain importance as the County continues to grow and develop. As such, it is important the County has on-going support from an acquisition “Consultant” to assist in the County’s negotiation and acquisition efforts for CIP and CD projects. Projects range from water/sewer line replacements/realignments to potential unimproved land acquisition of **up to but not limited to 1,000 parcels**.

C. Approach

The selected firm will be required to submit pricing which will form a menu of services in which the DWM Project Manager will use to issue work. The anticipated process would be:

1. DWM will provide project specifications and acquisition needs.
2. Land and Easement Acquisition Project Manager assembles Team.
3. DWM to hold scoping meeting with Land and Easement Acquisition Team, DWM staff, Design Consultant (if required) and Program Management Team.
4. Land and Easement Acquisition Team to provide a define detailed cost proposal for the scope requested.
5. DWM to review and approve detailed cost proposal by execution of Task Order which will be the Notice to Proceed (NTP) to acquisition firm.

The County desires to enter into a Professional Services Agreement with the successful Proposer (herein sometimes referred to as the Contractor) to provide Land and Easement Acquisition Services as required by DWM to achieve the County’s priority objectives. The County plans to engage the successful Proposer to provide the appropriate technical, professional, legal and administrative staff, equipment, and systems to fully comply with Land and Easement Acquisition Services requirements.

D. Definition

In addition to any other terms that may be defined in this RFP, the following terms will have the following definitions and meanings. When required, the plural shall include the singular and the singular shall include the plural.

Appraiser Affidavit – Document prepared by State Certified Appraiser certifying Fair Market Value of land in accordance with all applicable laws and guidelines and is to be included in pleadings appropriate for condemnation

Capital Improvement Plan projects (CIP) – The capital projects approved by the BOC in 2010 for the DWM water and wastewater utility, including planning, design, construction and construction management services.

Contractor – The successful recommended Proposer(s) for this RFP.

County – DeKalb County government.

DWM - Department of Watershed Management.

DWM Program Manager - The County employee designated by DWM to manage the Program

Management contract and coordinate with the selected Program Management Proposer.

Land and Easement Acquisition Services - The group of services, tasks, and activities needed to acquire land and/or easements required for the capital improvement projects.

Land and Easement Acquisition Services Proposer - Any firm, partnership, corporation, joint venture, LLC, or any combination thereof, which enters into a Professional Services Agreement with the County, for the purposes of implementing the stated land and easement acquisition services.

Local Small Business Enterprise (LSBE) – A DeKalb County-certified small business. DeKalb County has two types of LSBE Certifications: (1) Locally Based Inside of DeKalb County [LSBE-DeKalb]; and (2) Locally Based Outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area [LSBE-MSA] that includes Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Henry, Gwinnett, and Rockdale Counties.

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

Required Documents	Attachment
Cost Proposal Form (original and electronic copy, separate & sealed)	B
Proposal Cover Sheet	C
Contractor Reference and Release Form	D
Subcontractor Reference and Release Form (make additional copies as needed)	
Responder Affidavit of Compliance with O.C.G.A. § 13-10-91	E
Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91	F
DeKalb First LSBE Information (with Exhibits 1 – 2)	G
First Source Jobs Ordinance Information (with Exhibits 1 – 2 only)	H
Certificate of Corporate Responder or Certificate of Authority-Joint Venture	I
Affidavit and Oath of Responder	J
Responder and Personnel Resumes, Licenses & Certifications	-----
Required Technical Proposal Documents	-----
Required Qualifications and Experience Documentation	
Audited Financial Statements or Alternative (Balance sheet, Income Statements, <u>and</u> Cash Flow Statement)	-----
Assumptions and Exceptions to the Scope of Work and/or Sample County Agreement for Professional Services, if any	-----

NOTE: Failure to complete and submit these mandatory forms with the technical proposal,

will result in the responder being deemed non-responsive. Subcontractor forms are to be completed if a subcontractor will be utilized to fulfill the requirements of this contract. Failure to submit these forms, if applicable, will result in the responder's proposal being deemed non-responsive.

F. Performance Time

The services shall commence within ten (10) calendar days after acknowledgement of receipt of written Notice To Proceed (NTP) and shall be for a term of three (3) calendar years. The contract may be renewed for an additional period of up to, but not exceeding, two (2) calendar years upon the same terms and conditions stated within the resulting contract. An additional three hundred sixty five (365) days shall be added to this time for completion for each of the renewal options exercised in accord with the terms of resulting contract.

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

II. SCOPE OF WORK

The scope of work in this RFP includes a broad range of services and activities that shall be performed over a number of years, as described in Attachment A, Scope of Work, attached hereto and included herein by reference.

III. PROPOSAL FORMAT

Proposals are limited to a maximum of twenty (20) single-sided pages or ten (10) double sided pages. The cover letter, required forms, resumes, and dividers do not count toward the page limit.

Proposals shall be printed on eight and a half by eleven-inches (8-1/2" x 11") paper, although pages containing organizational charts, matrices or large diagrams may be printed on larger paper to preserve legibility. Type size shall be no smaller than eleven (11) point for narrative sections, but may be reduced for captions, footnotes, etc. as required, while maintaining legibility.

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. 23-500643 for Land and Easement Acquisition Services**" on the outside of the envelope.
2. Cost Proposal shall be submitted with one (1) original stamped "Original" and one (1) electronic copy on an unlocked thumb drive. All copies of the Cost Proposal must be identical.
3. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
4. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate,

sealed envelope will result in Responder's proposal being deemed non-responsive.

5. Responders are required to submit their costs on Attachment B, *Cost Proposal Form*.

Responder shall not alter the cost proposal form.

6. The cost proposal form requires that numerical rates be entered into each column of the designated sections.

B. Technical Proposal

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

1. **Submittals** - Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "**Request for Proposals No. 22-500630** for Land and Easement Acquisition Services Project" on the outside of the envelope.

Technical Proposal shall be submitted with one (1) original stamped "Original" and one

(1) electronic copy on an unlocked thumb drive. All copies of the Technical Proposal must be identical.

Each Proposer assumes full responsibility for timely delivery of its PROPOSAL at the required location. Any PROPOSAL received after the submittal deadline shall be deemed nonresponsive and returned.

2. **Format** - The Technical Proposal must not exceed a total of twenty (20) single-sided pages or ten (10) double-sided pages, including Transmittal letter and Attachment C, *Proposal Cover Sheet*, and must be on 8½ x 11-inch paper with 1-inch or greater margins, excluding the index, table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of ten (10) of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used for narrative sections, but may be reduced for captions, footnotes, etc. as required while maintaining legibility.
3. **Contents** – Technical Proposal shall be organized as follows:
 - a. Proposal Cover Sheet
 - b. Letter of Transmittal
 - c. Executive Summary
 - d. Organizational Qualifications and Team Experience
 - e. Project Personnel
 - f. Project Approach
 - g. Appendices - Required Forms and Documents
4. **Cover Letter**
 - a. Describe your interest in this project and the unique advantage the firm/team brings to this project.

- b. State any conflicts of interest the firm or any team member may have with this project.
- c. Describe any unresolved claims and settled claims, disputes, and/or current litigations with the County within the past five (5) years.

5. Letter of Transmittal

Letter transmitting the Proposal –The letter must be signed by an authorized principal of the proposing consulting firm or the managing member within a teaming arrangement (partnership or joint venture). At minimum the transmittal should provide the following: address, telephone number, and email address of one (1) individual to whom all correspondence regarding the proposal will be directed. Also, provide a straightforward, complete and concise description of the consultant’s capabilities to satisfy the requirements outlined in this RFP.

Letter must include:

- a. Firm Name
- b. Address
- c. Contact Name
- d. A clear and concise response as to why the County should select your firm for this project.
- e. Statement that, if awarded, Proposer shall negotiate in good faith with the County.
- f. Statement that the proposal shall remain in effect for and not be withdrawn for one- hundred twenty (120) days after the date due to County.

- 6. Executive Summary** - The Executive Summary must include a concise overview of the key elements of the PROPOSAL. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

7. Qualifications and Experience of the Firm(s) and/or Key Team Members in Providing Similar Services for Similar Projects:

- a. Identify a the legal entity that would enter into a contract with the County and include the location of company headquarters, local office location, type of business (sole proprietorship, partnership, corporation, etc.) State of incorporation or organization, current size (staffing), and the name and title of the person authorized to enter into an agreement. In addition, provide the name of each proposed subconsultant firm, the office location, contact name, and telephone number, and the services to be provided.
- b. List a maximum of three (3) relevant, similar projects, either currently in progress or having been completed within the past five (5) years, specifically identifying work done for any Georgia municipality including the County or other government entity, which contain comparable work as described in this solicitation.
- c. List only projects involving the key team members or subconsultants proposed for this project.
- d. List projects in date order with newest projects listed first and include the following (any owner may be contacted for a reference):
 - o Brief project description;
 - o Owner’s representative having knowledge of the firm’s work; include the

- contact name, phone, email address; and
 - Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner.
- e. Provide an organization chart of all key team members who will be directly involved in providing services, including any subconsultants, to be assigned specifically to this project. Identify the Project Manager who will be empowered to make decisions for an act on behalf of the firm.
- f. Describe any previous project collaboration(s) between key team members, the responsibilities of each team member during these collaborations, and the project(s) outcome. Cite any significant achievements reached as a result of this collaboration. Describe the success of the team collaboration. Also describe any problems encountered and the methods used to mitigate issues and resolve conflicts.
- g. Resumes may be submitted in the appendix for each proposed key team member. Resumes will not be counted towards the page limit.

8. **Project Understanding, Methodology, and Approach**

Discuss the company's understanding of the project objectives. Please outline the work plan (staff interviews, etc.) and schedule. This description should be detailed and completely demonstrate the proposer's intended methods.

a. **Understanding the Purpose of Method of Approach**

The comprehensive understanding and technical rational of the stated approach to the project as presented in the RFP. Evaluation will be based on the Consultant's proposed methodology, communication, and time they allocate for each specific task. Consultants are free suggest other requirements, issues, and factors that may have been overlooked.

9. **Capability and Qualifications**

The company and qualified professional personnel assigned to the project will be measured by their skills relevant to their responsibility including education, and experience. Experience on similar projects is preferred. The Consultant's staff working on the project must be the same as identified in the proposal.

10. **Originality and Innovativeness**

While this RFP generally outlines the tasks, products, and outcomes expected of the consultant, innovation is a key factor to study going beyond the suggested Scope of Work/Deliverables either in data gathering or analysis, public participation, etc. Please provide information on how your firm intends to creatively, effectively, and efficiently achieve the scope of work required to obtain easements and ROE's.

11. **Cooperative Work Experience**

The Consultant's experience working as a cooperative team with other consultants and public agencies. Professional qualifications of those assigned to the project will be measured within a cooperative team environment. Specific examples of previous accomplishments with contact references shall be provided.

12. **Financial Capabilities**

- a. Proposers must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work.
- b. Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement must be submitted.
- c. Provide the Proposer's year of incorporation along with financial information.

13. References

- a. Proposers shall provide at least three (3) references for services similar in size and scope to the services specified herein using the Contractor Reference and Release Form attached hereto as Attachment C.

14. Appendices

- a. Appendix A – Required Forms and Documents
- b. Appendix B – Include resumes (limited to two pages per individual) of key staff in the appendix. Resumes will not count against the page count **and must include all relevant license numbers.**

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/>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, 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. In order for a Proposal to be considered, it is mandatory that Attachment E, *Responder Affidavit of Compliance with*

O.C.G.A. § 13-10-91 and Attachment F, Sub-Responder Affidavit of Compliance with O.C.G.A. § 13-10-91 be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

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

A. Technical Proposal

- | | |
|---|-----------|
| 1. Understanding the Purpose and Method of Approach | 35 points |
| 2. Capability and Qualifications | 35 points |
| 3. Originality and Innovativeness | 10 points |
| 4. Cooperative Work Experience | 10 points |

- | | |
|---|---------------------------|
| B. Local Small Business Enterprise Participation | 10 points LSBE-DeKalb |
| | 5 points LSBE-MSA |
| | 2 points LSBE-GFE |
| D. Oral Interviews (if granted) | 10 points <i>Optional</i> |

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment K), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and one (1) unlocked flash drive with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the flash drive); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on May 31, 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. 23-500643 Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew) 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. Non - Mandatory Pre-Proposal Conference

A pre-proposal conference will be held at 1:00 PM on the 24th day of April, 2023 via Zoom video conference. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Willie Moon at (404) 371-7021 or wmoon@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted to Willie Moon, via email to wmoon@dekalbcountyga.gov, no later than close of business on April 28, 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 call Willie Moon at (404) 371-7021 or send an email to wmoon@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

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

First Source Jobs Information

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

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

K. Business and Professional Licenses

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. Insurance for Professional Services

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;
 - i. Employer's liability insurance by accident, each accident \$1,000,000
 - ii. Employer's liability insurance by disease, policy limit \$1,000,000
 - iii. Employer's liability insurance by disease, each employee \$1,000,000
 - b. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - c. Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - d. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - e. Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:
 - a. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall
 - b. 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 Contractors. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - c. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - d. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
 3. The Contractor shall provide Fidelity Bond coverage. Coverage limits shall not be less than the amount scheduled in the contract.
 4. Certificates of Insurance must be executed in accordance with the following provisions:
 - a. Certificate to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - b. Certificates to contain the location and operations to which the insurance applies;
 - c. Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - d. Certificates to contain Contractor's contractual liability insurance coverage;
 - e. Certificates are to be issued to:

DeKalb County, Georgia
Director of Purchasing & Contracting

The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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 Agreement

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.

P. Funding

Funding for this contract may be provided under the Water Infrastructure Finance and Innovation Act (WIFIA) and performance of the contract, in whole or part, may be contingent and subject to availability of such funding under WIFIA to DeKalb County, Georgia. Proposers should become familiar with all laws, ordinances, rules, and regulations applicable to the execution and performance of the contract subject to WIFIA.

VI. AWARD OF CONTRACT

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

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

The User Department will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

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

VII. ATTACHMENTS

- Attachment A: Scope of Work
- Attachment B: Cost Proposal
- Attachment C: Proposal Cover Sheet
- Attachment D: Contractor Reference and Release Form
- Attachment E: Responder Affidavit of Compliance with O.C.G.A. § 13-10-91
- Attachment F: Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91
- Attachment G: DeKalb First LSBE Information (with Exhibits 1 – 2)
- Attachment H: First Source Jobs Ordinance Information (with Exhibits 1 – 4)
- Attachment I: Certificate of Corporate Responder or Certificate of Authority-Joint Venture
- Attachment J: Affidavit and Oath of Responder
- Attachment K: Sample County Contract for Professional Services

Sincerely,

Willie Moon
Procurement Agent, Senior
Department of Purchasing and Contracting

ATTACHMENT A

SCOPE OF WORK

A. General

1. The scope of work in this RFP includes a broad range of services and activities that shall be performed over a number of years in order to meet the County's requirements to complete its CIP and other operational projects for the DWM. The County is estimating there will be approximately 300 parcels per year that will require easement acquisition over a 3 year period. The County will determine the work to be performed. Nothing in this RFP constitutes an assurance that a particular item of work will be performed by the successful Proposer or implies that the successful Proposer has a right to any particular work within the program.
2. The County intends to engage the successful Proposer to provide technical, professional, and administrative staff to execute the Land and Easement Acquisition Services, including but not limited to title searches, property appraisals, negotiating, project controls, reporting, preparation of closing and condemnation documents, document filings and other related activities to Land and Easement Acquisition.
3. It is understood and agreed by Proposer that services performed under the Project Scope for the RFP shall include but not be limited to the services described below and as desired by the County.
4. All easement acquisitions should at a minimum adhere to the following Laws and Regulations:
 - a. 23 CFR Part 710 Right of Way Program Administration
 - b. 49 CFR Part 24 The Uniform Relocation Assistance & Real Property Acquisition Act of 1970
 - c. OCGA Title 32 Highway, Bridges & Ferries
 - d. OCGA Title 22 Eminent Domain
5. Federal funds, State funds and Local funds will be allocated for these right of way and easement acquisitions which shall require the Responder to adhere to all GDOT and Federal guidelines in obtaining easements.

B. Specific Work Requirements

DWM is responsible for successful completion of projects under the CIP, on schedule and within budget. The Consultant will be an integral part DWM's successful completion of the CIP.

The consultant shall act in the best interest of DWM.

As Land and Easement Acquisition Services managers for DWM, the Consultant shall perform the following Tasks:

1. Task 1 – Confirmation of Existing Easement Rights and Documentation

- a. Review DWM paperwork and the County Land Records to identify existing easements held by DeKalb County and/or DWM and where additional easement rights or documentation are necessary. This review shall include:
 - i. Review of GIS maps and other documentation to determine location of DWM assets and properties over which easements might be required;
 - ii. review of GIS maps and other documentation to determine where easements have been granted;
 - iii. title review and review of DeKalb County land records to ensure that all relevant easement paperwork has been properly recorded and cross-referenced and are sufficient for current DWM needs; and
 - iv. determination if a prescriptive easement can be used in areas where the County has existing infrastructure.

2. Task 2 – Boundary Survey and Legal Descriptions

- a. Review engineer's drawings and prepare or review a survey with legal description prepared by a State of Georgia Licensed Surveyor for each type of easement required per parcel.
 - i. There may be multiple types of easements (Construction/Temporary, Permanent (acquisition) and Right of Entry).
 - ii. There may be multiple parcels per project.
- b. Stake easement if required.

3. Task 3 - Title Search

- a. Prepare a title search and obtain a certificate of title prepared and signed by an attorney to identify the owner of the property and any liens or encumbrances affecting the quality of title and advise the county on potential issues that may arise due to title matters.
- b. Contact owners to verify ownership and property lines as shown on prepared plans and advise the owners of their rights and acquisition procedures under applicable law.

4. Task 4 - Property Appraisal

- a. Visit site.
- b. Develop and present a Fair Market Value (FMV) for the land by a State Certified General Real Estate Appraiser and in accordance with all applicable laws or guidelines. Such FMV to be supported by an Appraiser Affidavit.
- c. Obtain additional appraisals or review and comment on additional appraisals where required.
- d. Develop and present any cost to cure items to include an environmental assessment of the land and surrounding area, where applicable.

5. Task 5 - Negotiation with Property Owner

- a. Prepare and mail a letter from DWM to the property owner which introduces the consultant and their contact person and include information concerning the process and the purpose of acquisition and why the property is needed.
- b. Perform negotiations with property owners in accordance with all applicable laws and any and all guidelines or procedures established by the County or DWM.
- c. Obtain Right of Entries on properties where easements are not required or in advance of easement settlements.
- d. Prepare an offer package, which will include the appropriate County forms and documents.
- e. Should the parcel be owned by local, State or Federal entities, contact the local government coordinator to process a donation request.
- f. Contact property owner and schedule an appointment to assist the property owner to understand the project and need for the easement and to present the offer and initiate negotiations for acquisition of the required property interest. All offers shall be made in writing, in a timely and professional manner. If possible, all owners shall be contacted in person. In an attempt to secure a property settlement, the Consultant shall make a sufficient number of personal contacts with each owner with a minimum of three (3) contact attempts per owner. Prepare and write any justification for site improvements when applicable beyond FMV offer amount. Any attempts over three (3) made by the Consultant will require prior approval by DWM staff.
- g. Present all owner concerns and questions and counteroffers, if reasonable, to DWM for review and approval. Also, administration settlements, design revisions, and /or stipulations will be submitted to DWM for review and approval or disapproval.
- h. Consultant shall provide to the DWM, if requested, a written Settlement Recommendation, which shall include project details, valuation process, extent of negotiations and a recommendation for the terms of purchase. Consultant shall also furnish additional information and analysis, as requested, to support the Settlement Recommendation.
- i. Create and maintain negotiation records on each property interest in which negotiation was attempted. Each negotiation record shall include: dates, places of contact, persons present, offer made, owner's concern and questions, counter-offers, and recommendations regarding those counter-offers, reasons why settlement could not be reached, feedback and concerns from property owner, description of title problems and how they were resolved, and any other data pertinent to the negotiations.
- j. Attend all necessary meetings with County representatives, property owners, and community groups, to assist with property acquisition.
- k. The consultant shall create all required documents and maintain individual parcel files containing any and all required information and documentation, including but not limited to the following:
 - (a) Original Title Search Report and Updated Title Search (as required)
 - (b) Right of Way and Easement Deeds
 - (c) Original and Copy of Appraisal Report and Detailed Cost Estimate

- (d) Offering Price Letter, dated, signed and stamped "File Copy".
- (e) Easement Option with attached Plat, Stipulations, Legal Description and plan documents, etc.
- (f) Estimate of Appraisal/Calculation or Donation Form (if applicable)
- (g) Receipt for Brochure, "What Happens When Your Property is Needed For A COUNTY Facility"
- (h) Negotiation Record w/detailed Summary Log
- (i) Approved Administrative Adjustment Analysis (if applicable)
- (j) Closing/Settlement Statement and all supporting closing documents
- (k) Condemnation Package as submitted (if applicable)
- (l) Parcel Check List for Parcel Close-Out

6. Task 6 - Prepare Closing Documents

- a. After reaching an agreement, the Consultant, in accordance with the County's standard procedures, shall prepare a Check Request Package which includes closing documents, a check request letter and the social security number or tax ID of the payee and transmit this information to the County Attorney for review.
- b. Prepare a Closing Package including deeds, easements, descriptions, plats, Settlement and Disbursement Statements, IRS Reporting Forms, Owner's Affidavits and any other documents that may be required and transmit this information to the County Attorney for review.
- c. The Consultant is responsible for returning all recorded deeds to DWM, and will pay all applicable recording fees that will be reimbursed through invoice payments.

7. Task 7 - Prepare Condemnation Documents

- a. In the event "clear" title to the required property interests cannot be acquired through the negotiation process because of title issues or an agreement cannot be reached for whatever reason, the Consultant shall request approval from County to initiate condemnation.
- b. The Consultant shall attend meeting and advise the Board of Commissioners in their consideration for condemnation.
- c. Upon approval of condemnation, the Consultant shall secure service address, appraiser affidavit, and title update and mail certified letter to the owner advising them that in event a settlement cannot be reached, condemnation shall be initiated.
- d. If issues remain unsettled, the Consultant shall mail a 10-day letter advising of the intent to condemn and provide the owner the opportunity to request an Administrative Appeal prior to the filing of the condemnation. The Owner's appeal request is directed to and conducted by DWM.
- e. The Consultant shall prepare a condemnation suit package in accordance with the County's guidelines and submit the package to the County Attorney for review.
- f. Submit a check request for FMV and upon receipt of the check and a fully executed condemnation package, transmit executed package and check to the County Attorney for filing and to record appropriate documents in public records.

8. Task 8 – Reporting

- a. Maintain and upload data into the County's SharePoint system that will track all critical events for each parcel on the project.
- b. Conduct bi-weekly team meetings to monitor project progress and address any issue that may arise.

9. Task 9 – Easement Mapping and Asset Relocation

- a. The Consultant will utilize existing easement research and County GIS data to generate a GIS easement polygon shapefile. The polygon geometry will be based on the easement width described in the parcel research. If existing research documents do not reveal easement width for a given parcel, polygon geometry will not be provided for that parcel without further documentation of actual easement width. Attributes that should be included are:
 - b. Relocated assets should also be captured as a shapefile.

C. DeKalb County Work Hours

DeKalb County Work Hours are generally Monday through Friday from 8:30 a.m. through 5:00 p.m. DeKalb County observes the following holidays: *New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.*

D. Transition and Continuity of Service upon Expiration of Contract

Continuity of Land and Easement Acquisition services is necessary to the County. The Consultant agrees to this philosophy and upon expiration of their contract, agrees to exercise best efforts and cooperation for an orderly and efficient transition of services to a Proposer or to the County.

END OF ATTACHMENT A

ATTACHMENT B

COST PROPOSAL FORM

(consisting of 4 pages)

**LAND AND EASEMENT ACQUISITION SERVICES
(MULTIYEAR CONTRACT WITH 2 OPTIONS TO RENEW)**

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 "Cost Proposal for the Request for Proposals 23-500463 Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)" 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 note all rates are subject to negotiation in the best interest of the County.

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

Proposer: State FIRM FIXED HOURLY RATES for each Title, including all costs, direct and indirect, administrative costs, and all things necessary for Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew) as specified in the Statement of Work of RFP No. 23-500463. The cost proposal form requires that numerical rates must be entered into each column of the designated section. *Please do not use any symbols as an indication of continuous rates.*

Prime Proposer's Name: _____

Classification	Proposer Equivalent Labor Class	Hourly Rate
Principal - Charge		
Project Manager		
Senior Property Acquisition Agent		
Property Acquisition Agent		
General Real Estate Appraiser		
Georgia Registered Land Surveyor		
Instrument Man/Party Chief		
2-Person Survey Crew		
CAD Technician		
Administrative Assistant		
GIS Technician		
Real Estate Attorney		
Paralegal		
Relocation Specialist		
Registered Engineer		
Professional Geologist		
Other		

****Pricing shall remain the same for the renewal terms****

ITEMS SHOWN BELOW WILL BE PAID AS UNIT PRICE ITEMS:

Bid Item	Proposed Unit Price (EA)
Easement Research per Parcel	
Signed Right of Entry per Parcel (no acquisition required)	

END OF ATTACHMENT B

ATTACHMENT C**PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for 23-500463 Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew) described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <u>May 31, 2023 until 3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V. Contract Administration, B. Submittal Instructions.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT D
CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your direct experience in land and easement acquisition services and the performance of any additional services listed in the solicitation.

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

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

Company Name		Email Address		
Contact Person Name and Title		Telephone Number (include area code)		
Complete Primary Address		City	State	Zip Code
Project Name:				
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

RESPONDER AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. § 13-10-91

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

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT F

SUB-RESPONDER AFFIDAVIT OF COMPLIANCE WITH 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

23-500463 Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
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: _____

ATTACHMENT G**DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS 1-2****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 1".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit 1". 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 1." 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 1

**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: 23-500643

TITLE OF UNIT OF WORK – Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)

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 2”.

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 1, 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 at DeKalbFirstLSBE@dekalbcountyga.gov.

EXHIBIT 1, CONT'D**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM****Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and 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 1 and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the 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 2

**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: 23-500463

Project Name: Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)

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

Sub-contractor

Signature: _____ **Signature:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

ATTACHMENT H



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

EXHIBIT 1
FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

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.

ATTACHMENT H



FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@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.

ATTACHMENT H



FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 3

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	
	SYSTEM
TYPE: <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	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.

ATTACHMENT I

CERTIFICATE OF CORPORATE RESPONDER

I, _____ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Responder herein, same being organized and incorporated to do business under the laws of the State of ____; that _____ (*insert name of individual signing the Proposal*) who executed this Proposal on behalf of the Responder was, then and there, _____ (*insert title of individuals signing the Proposal*) and that said Proposal was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all outstanding stock of said corporation as of this date are as follows:

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

ATTACHMENT I, CONT'D

CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)

I, _____, ⁽¹⁾ certify that:

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Request for Proposal No. 23-500463 for Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew);
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO of Venturer (if Venturer is an LLP).
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH PROPOSAL.

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)

ATTACHMENT J

AFFIDAVIT AND OATH OF RESPONDER

ATTACHMENT J

AFFIDAVIT AND OATH OF RESPONDER

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, _____, (*insert name*), who, after being duly sworn, deposes as

follows:

I, _____, (*insert name*), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, _____ (*insert name*) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid or Proposal for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid or Proposal for this Project.

I, _____ (*insert name*) swear or affirm that I have not engaged in any collusive or anti-competitive practices in responding to this solicitation for bid or proposal. Bid or Proposal is genuine and not collusive or sham; I swear or affirm that I have not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder/Proposer or person, to put in a sham Bid or Proposal, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid or Proposal Price of affiant or any other Bidder or Proposer, or to fix any overhead, profit or cost element of said Bid or Proposal Price, or of that of any other Bidder or Proposer, or to secure any advantage against DeKalb County, or any person interested in the proposed Contract; and that all statements in said Bid or Proposal are true; and further, that such Bidder or Proposer has not, directly or indirectly submitted this Bid or Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof. If Owner determines that collusion exists among Bidders or Proposers, Bids or Proposals from participants in collusion will not be considered.

I, _____ (*insert name*) swear or affirm that in making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A §16-10-20.

ATTACHMENT J (Cont'd)

AFFIDAVIT AND OATH OF RESPONDER

I, _____ (*insert name*) swear or affirm that I understand that Bids or Proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate bids or proposals, incomplete or unbalanced unit prices, or other irregularities. I swear or affirm that I understand that DeKalb County may reject a bid or proposal as non-responsive if the prices bid are materially unbalanced between the line items or sub-line items. "Unbalanced Bid" shall mean a Bid or Proposal, in the opinion of the Owner, that is based in prices significantly less than cost for some work, or prices which are significantly overstated in relation to the cost for other work, and if there is a reasonable doubt that the Bid or Proposal will result in the lowest overall cost to DeKalb County even though it may be the low evaluated Bid or Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20__ in _____ (*city*), _____ (*state*).

By: _____
Signature

Print Name of Affiant

Print Title of Affiant

Subscribed and Sworn before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires:

END OF ATTACHMENT J

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)

ATTACHMENT K

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ___day of ____, 20___, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a corporation organized and existing under the laws of the State of _____, with offices in _____, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide _____ 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 TIME

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Contractor shall fully complete the Work within **1095** calendar days from and including the acknowledgement date unless an extension of the Contract Time has been obtained by Change Order. If the Change Order only seeks to extend the Contract Time, it may be approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

ARTICLE I. CONTRACT TERM

As allowed by O.C.G.A §36-60-13, this Contract shall commence immediately upon the execution date. 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, 2026, 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.

This contract comes with two additional (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First Annual Renewal Term of twelve (12) calendar months. Prior the expiration of the First Annual Renewal Term, the parties have the option to renew this Agreement for a Second Annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each Annual renewal Term. Each option to renew must be exercised prior to the beginning of each Annual Renewal Term and is effective upon adoption and approval by the DeKalb Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed XXXXX (\$XXXX), 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 B, the Contractor's Cost Proposal, consisting of 2 page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

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

DeKalb County, Georgia
Attention: _____
Department of Watershed Management
4572 Memorial Drive
Decatur, Georgia 30032

And

DeKalb County Accounts Payable
1300 Commerce Drive, 3rd Floor
Decatur, GA 30030

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

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all design and engineering services in accordance with the County's Request for Proposals (RFP) No. 23-500643 for Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew) 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 V. GENERAL CONDITIONS

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

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the

Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

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

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

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

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

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

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall

be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed by Contractor or utilized by Contractor in the performance of the Work. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this General Requirement 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 to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed by Contractor or utilized by Contractor in the performance of the Work. 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 negligent, reckless or intentionally wrongful act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. 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 any negligent, reckless or intentionally wrongful act or omission 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.

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000

- (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:
 - DeKalb County, Georgia**
 - Director of Purchasing & Contracting**
 - The Maloof Center, 2nd Floor**
 - 1300 Commerce Drive**
 - Decatur, Georgia 30030**

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

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

the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D. 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 E.

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** 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. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

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

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

S. **Attachments and Appendices** This Contract includes the following additional Attachments and Appendices all of which are incorporated herein by reference: Attachment F, Business and Professional Licenses; Attachment G, Certificate of Corporate Authority or Joint Venture Certificate; Attachment H, Executive Order No. 2014-4 New Ethics Policy; Appendix I, County's RFP; and Appendix II, Contractor's Response.

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:

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

_____ **by Dir.**(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

Title

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

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

ATTACHMENT A

SCOPE OF WORK

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

ATTACHMENT B

CONTRACTOR'S COST PROPOSAL

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

ATTACHMENT C

CONTRACTOR'S AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. § 13-10-91

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

ATTACHMENT D

**SUBCONTRACTOR'S AFFIDAVIT OF COMPLIANCE
WITH O.C.G.A. § 13-10-91**

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

ATTACHMENT E

**SUB-SUBCONTRACTOR'S AFFIDAVIT OF COMPLIANCE
WITH O.C.G.A. § 13-10-91**

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

ATTACHMENT F

AFFIDAVIT AND OATH OF RESPONDER

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

ATTACHMENT G

CERTIFICATE OF CORPORATE AUTHORITY

OR JOINT VENTURE CERTIFICATE

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

ATTACHMENT H

EXECUTIVE ORDER NO. 2014-4 NEW ETHICS POLICY

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

APPENDIX I

COUNTY'S RFP

23-500643

Land and Easement Acquisition Services (Multiyear Contract with 2 Options to Renew)
Sample County Contract for Professional Services

APPENDIX II

CONTRACTOR'S RESPONSE