



**DeKalb County
Department of Purchasing and Contracting**

August 7, 2017

**REQUEST FOR PROPOSALS (RFP) NO. 17-500453
FOR
NEIGHBORHOOD SENIOR CENTER MANAGEMENT (FOUR-YEAR
MULTI-YEAR CONTRACT)**

Procurement Agent: Tina T. Phan
Phone: (404) 371-6331
Email: tphan@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: August 9, 2017 & August 16, 2017
(Responders must attend 1 meeting, *on-site or via video conferencing*, on either of the dates listed.) *(Meetings are held at 10:00 a.m. and 2:00 p.m.)*
On-site: 4572 Memorial Drive, Decatur, Georgia 30032 Main Conference Room – B
Video Conference: Utilize the link supplied on our webpage labeled “DeKalb First LSBE Video Meeting”

Mandatory Pre-Proposal Conference and Site Visit: 9:00 A.M. ET, August 31, 2017, The South DeKalb Senior/Community Center, 1931 Candler Road, Decatur, GA 30032.

Deadline for Submission of Questions: 5:00 P.M. ET, September 8, 2017

Deadline for Receipt of Proposals: 3:00 P.M. ET, September 12, 2017

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

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

August 7, 2017

REQUEST FOR PROPOSALS (RFP) No. 17-500453

FOR

NEIGHBORHOOD SENIOR CENTER MANAGEMENT (FOUR-YEAR MULTI-YEAR CONTRACT)

DeKalb County Government (the County) requests qualified contractor(s) with proven experience to provide professional services for the provision of daily management services for up to four (4) neighborhood senior centers. DeKalb County neighborhood senior centers are traditional senior centers that serve as a community focal point where older adults come together for services and activities that reflect their experience and skills, respond to their diverse needs and interests, enhance their dignity, support their independence and encourage their involvement in and with the center and the community. Senior centers are located throughout DeKalb County (north, south, east and west). The services shall include all in accordance with the terms, conditions, and scope of work outlined in this Request for Proposals (RFP).

I. INTRODUCTION

A. General Information

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

According to current census statistics, there are approximately 103,728 seniors age 60 years and older living in DeKalb County, Georgia. This number represents approximately 14.7% of the county's total population. DeKalb County has the second largest senior population in the state of Georgia. It is estimated that by the year 2030, one (1) in five (5) people living in the Atlanta metro region will be over the age of 60. The demand for neighborhood senior centers

and the services that they offer will increase as the population continues to age.

The primary purpose of this Request for Proposals (RFP) is to obtain qualified Responders for the daily management and operation of the County's four (4) neighborhood senior centers. Responder(s) must have the ability to expand current senior center programming while serving a wide range of ages and abilities. In addition, the selected Responder(s) must also have the ability to maintain the required staffing as specified by Georgia Department of Human Services, Division of Aging Services and DeKalb County to ensure effective operations of each facility. Neighborhood senior centers must be operated in compliance with all federal, state, and local laws and codes that govern facility operations, specifically related to fire safety, sanitation, and insurance coverage as well as wage requirements. Lastly, the selected Responder(s) will be required to provide high levels of customer service on a consistent basis to all individuals who utilize the County's senior facilities.

B. Required Experience

The selected Responder(s) must have demonstrated experience of a minimum of two (2) years with the provision of senior center management services. All proposed staff persons in management positions must have a minimum of three (3) years of hands on experience with the management of senior centers.

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

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

***If these mandatory forms are not completed and submitted with the response, the Responder will be deemed non-responsive.**

****These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, may or will result in the bidder being deemed non-responsive.**

II. STATEMENT OF WORK

DeKalb County Office of Aging (OOA) requests qualified and experienced Responders to submit proposals for the provision of daily management services for up to four (4) neighborhood senior centers located throughout DeKalb County, Georgia. The names and locations of these centers are listed below:

- DeKalb Atlanta Senior Center [25 Warren Street, Atlanta, GA 30317] ;
- Lithonia/East DeKalb Senior Center [2484 Bruce Street, Lithonia, GA 30058] ;
- South DeKalb Senior Center [1931 Candler Road, Decatur, GA 30032] ; and
- North DeKalb Senior Center [3393 Malone Drive, Chamblee, GA 30341].
- Number of Clients for Fiscal Year 2017

Senior Center	Number of Clients
DeKalb Atlanta	100
East DeKalb/Lithonia	110
North DeKalb	100
South DeKalb	150

Daily management of a senior facility will include: managing the participant intake process, developing and managing special programs and events, the development and implementation of a variety of senior classes (recreational, health and fitness, arts and crafts, computer/technology and social), and the coordination of senior center transportation services through the OOA.

Operational Hours:

DeKalb County neighborhood senior centers are open for business a minimum of 250 days per year. Senior center hours of operation are 8:00 a.m. to 5:00 p.m. Monday - Friday (closed on weekends). An adequate number of senior center staff must be present onsite at all times during these operational hours to ensure the safety and security of each facility and the seniors attending.

Neighborhood senior centers are closed on the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday (observed)
- Presidents' Day
- Memorial Day
- Independence Day (Fourth of July)
- Labor Day
- Veteran's Day (observed)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

County Sponsored After Hours/Special Events:

All of the centers will rent out space for community activities that occur after normal business hours (town hall meetings, senior center holiday parties and other special events). During these times the contracted senior center staff persons for each facility will be asked to stay late or work a minimum number of hours to support these events. On average, this may occur 1-2 times per month. **Responders should consider this factor when finalizing bid proposals.**

A. Description of Tasks

The selected Responder(s) shall provide the following services:

1. Staffing Requirements:

The selected Responder(s) must demonstrate an appropriate amount of required experience with working with a population of older adults. In addition, the designated Senior Center Manager persons must have the ability to manage the daily administrative requirements, including the ability to complete required fiscal and programmatic reports in an accurate and timely manner. DeKalb County requires the following staffing component for each neighborhood senior center facility:

- a. The selected Responder(s) will ensure that a minimum of five (5) staff persons will be allocated to each senior center. A minimum of three (3) of these staff persons must be on site at all times during operational hours.
- b. The mandatory staff compliment shall include a **Senior Center Manager** (full time), a **Program Coordinator** (full time), an **Administrative Assistant** (full time or part time), a **Front Desk Receptionist** (full time) and an **Events Coordinator** (part time).
- c. The **Senior Center Manager** shall be responsible for the overall daily management of the assigned facility. *Minimum attendance of 35 hours per week.*
- d. The **Program Coordinator** shall be responsible for developing and implementing all senior center programs and events. This position should work closely with class room instructors and community partners to expand and enhance current programming for the assigned facility (classes, special events and group trips). *Minimum attendance of 35 hours per week.*
- e. The **Administrative Assistant** shall be responsible for providing general office support to the Senior Center Manger and other designated staff as needed. *Minimum attendance of 20 hours per week.*
- f. The **Front Desk Receptionist** shall be responsible for greeting participants and visitors, managing phone lines and assisting with other assigned administrative duties relevant to effective management of the front desk of each assigned facility. *Minimum attendance of 35 hours per week.*
- g. The **Events Coordinator** shall be responsible for implementing the

County's rental policies and procedures for the assigned facility which includes, assisting with rental paper work, handling and tracking rental schedules, payments and deposits, coordinating/ scheduling security and janitorial services needed for each rental and serving as the designated onsite staff person for rental events.

- h. All staff persons (paid or un-paid or volunteer) who have direct contact with participants must have a background check on file in accordance with DAS policy (Manual 5600, Section 3036).
 - i. All full time staff persons for each neighborhood senior center shall be trained to perform basic first aid, CPR and the Heimlich maneuver. It is the responsibility of the selected Responder(s) to cover these training expenses for their staff persons. At least one trained staff person must be present in the facility during hours the Center is open.
 - j. The Senior Center Manager and the Program Coordinator must both have ServeSafe Certification. It is the responsibility of the selected Responder(s) to cover this training expense for their staff persons and to ensure that this certification is maintained.
2. **Program Requirements:**

Senior center management must plan for and provide a broad range of group and individual activities which reflect the needs and interests of the older adults who attend their facilities. DeKalb County requires the following program requirements for each senior center facility:

- a. All neighborhood senior centers must offer a minimum of six (6) hours of planned activities per day, which includes a minimum of two (2) hours of planned wellness activities each day.
- b. Innovative Health and Wellness programs that are evidence based should also be considered and implemented when possible.
- c. Neighborhood senior centers must offer a minimum of one (1) hour of nutrition and education services per month.
- d. Programs and activities should be designed to address older adults who have a high level of independence as well as seniors who are less independence (but still need minimum support within the senior center).
- e. The Responder(s) must consider a wide range of programming that would be appropriate for various groups of seniors.
- f. The County will maintain costs for classroom instruction (instructor salaries) for all current instructors teaching in neighborhood senior centers. Any additional instructors that may be needed to enhance programming must be reviewed and approved by the County. All instructors that will be paid by the County will require a County-sanctioned vendor agreement.

- g. Group trips and excursions should be planned and designed to complement the population of seniors at the facility and their collective interests.
- h. The center management for each facility, in collaboration with the center site council, will be responsible for the development and implementation of formal processes for soliciting input and feedback regarding program activities and use the data in the process of planning future activities.

3. Additional Requirements

A summary of tasks involved in the daily management of neighborhood senior centers is outlined below. The selected Responder(s) will be responsible for handling all aspects of the daily management the center which includes:

- a. Coordination of Meal the Reservation Process and the Nutrition Services Program with the identified congregate meals contract provider.
- b. Facilitation of the daily distribution of meals provided by the congregate meal contract provider.
- c. Implementation of state and federal guidelines regarding client eligibility for service, which includes facilitation of the in-take process and keeping accurate records of client eligibility/ intake information.
- d. Planning and implementation of health, fitness and other educational programs.
- e. Facilitation of client access to nutrition screening and assessment, nutrition education, and counseling on an individual bases, when appropriate.
- f. Observation and reporting of physical or emotional changes in senior participants and recording information regarding these changes as needed, collaborating with a County designated social worker to address senior participant physical or emotional needs.
- g. Utilizes the County's designated software programs and other forms of technology to accurately record senior participation and programmatic activities.
- h. Ensures that all client records are maintained in a safe and confidential manner and in accordance with HIPPA requirements.
- i. Attends all scheduled OOA senior management meetings and in-service trainings as required.
- j. Reports all needed facility repairs or building issues to the designated County representative in a timely manner.
- k. Coordination of Senior Center Transportation Services for center participants with the identified Transportation Contract respondent following direction from designated OOA personnel.
- l. Implementation and management of the County's facility rental process.

B. Results or Outcome of Tasks

The selected Responder(s) must ensure that their services achieve the following outcomes:

- a. As a result of services provided, DeKalb County seniors will have community centers where they can meet to pursue mutual interests, receive services, and take part in activities that will enhance their health/wellness and quality of life.
- b. As a result of services provided, senior will have increased opportunities for recreation and social activities that will reduce feelings of loneliness and isolation.

C. Completion Schedules

The services to be performed under the contract resulting from this RFP shall commence within ten (10) days from date of Notice to Proceed. The initial term of the contract shall be until December 31, 2017. Unless terminated earlier in accordance with the termination provisions, this contract will automatically renew on each January 1st and will terminate absolutely, with no further renewals, on December 31, 2020.

D. Performance and Quality Standards

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

E. Progress Reporting

The selected Responder(s) will be required to submit a monthly narrative report, along with a monthly invoice to the DeKalb County OOA. The monthly report is a narrative report that details the specific services provided, outcomes, and accomplishments for each reporting period. In addition, the Responder(s) will be required to alert the DeKalb County OOA immediately if there is a client that may need additional support.

F. Place of Performance

The selected Responder(s) must provide onsite management of one (1) or more of the following neighborhood senior centers:

- a. DeKalb Atlanta Senior Center [25 Warren Street Atlanta, GA 30317] ;
- b. Lithonia/East DeKalb Senior Center [2484 Bruce Street Lithonia, GA 30058] ;
- c. South DeKalb Senior Center [1931 Candler Road Decatur, GA 30032] ; and
- d. North DeKalb Senior Center [3393 Malone Drive Chamblee, GA 30341].

G. Government Furnished Property/Services

- a. Senior Center Buildings and furnishings contained within each facility.
- b. Copier Machines and copy paper (vendor usage will adhere to County policy).
- c. Operational Expenses (electricity, water, gas, pest control, cable, phone, etc...)
- d. Onsite Security Personnel and after hours Monitoring Services.
- e. Janitorial Services to ensure health and safety of senior patrons.

- f. County issued printers and computers (vendor usage will adhere to County policy)

H. Specifications Business Requirements

- a. Responder(s) shall maintain all applicable business licensure as identified by the State of Georgia and DeKalb County.
- b. Responder(s) shall maintain general liability insurance coverage for staff, volunteers and participants.
- c. Responder(s) shall ensure that all full time staff have and maintain certification in basic first aid, Cardio-Pulmonary Resuscitation (CPR) and be able to perform the Heimlich maneuver.

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

Division of Aging Regulatory requirements and guidelines for the management of the County's neighborhood senior centers can be found through the Georgia Department of Human Services Home and Community Based Services Manual #5300. Program guidelines and requirements applicable to all Home and Community Based Services are in Section 202. Senior center requirements can be found in Section 206.

The selected Responder(s) shall ensure that each neighborhood center's operations and programming complies with all Georgia Department of Human Service, Atlanta Regional Commission and DeKalb County OOA standards. The selected Responder(s) must also collaborate with the DeKalb County OOA to ensure that all federal, state, and local requirements regarding building maintenance, fire prevention, and health and safety codes are maintained for each facility.

The following is a list of applicable resources for more detailed information regarding federal and state regulations for the provision of **neighborhood senior center management**:

- a. Administration on Aging- Older Americans Act: DHS/DAS HCBS Manual 5300: Section 206 Senior Center Requirements, <http://odis.dhs.ga.gov>
- b. Six Dimensions of Wellness Model, <http://www.nationalwellness.org>

J. Applicable Working Rules

All neighborhood senior center management services must be provided in compliance with the Georgia Department of Human Services (DHS)/Georgia Division of Aging Services (DAS)/ Home and Community Based Services manual listed above. Sections 202 and 208 outline general requirements, and Section 206.

K. Funding and Payment

Payment for all services will be made on a unit cost basis. Responder(s) will invoice monthly, utilizing monthly report forms provided by the DeKalb County OOA. Additional documentation to support the invoice, including service logs, will be required.

III. PROPOSAL FORMAT

Responder(s) are required to submit their proposals in the following format:

A. Cost Proposal (10 points)

1. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and labeled "Cost Proposal for Request for Proposals No. 17-500453 for Neighborhood Senior Center Management" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL AND/OR ON DISCS CONTAINING TECHNICAL PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal (30 points)

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

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the Responder's name and labeled "Request for Proposals No. 17-500453 for Neighborhood Senior Center Management" on the outside of each envelope or box.
2. Responders shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.

3. Technical Approach

- A. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified in the scope of work. Specifically, the technical proposal should include the following items:
 - a. Describe how daily management services for each facility will be provided;
 - b. Describe the process to be used to develop and implement programming for each facility;
 - c. Describe staff scheduling process and describe method for handling alternate scheduling needs to maintain service delivery in the event of expected or unexpected staff absences;
 - d. Describe Responder's policies and procedures that ensure services will be delivered in accordance with client service plans;
 - e. Describe how Responder will resolve client issues effectively and in a timely manner;

- f. Describe any special materials or techniques Responder has developed to serve special populations;
- g. Describe methods to be used to provide services to clients with Limited English Proficiency/Sensory Impairment (LEP/SI);
- h. Identify any proposed subcontractors. Indicate the exact nature of work, amount of work, and cost of work to be done by each proposed subcontractor. Include a statement from each proposed subcontractor, signed by an individual authorized to legally bind the subcontractor, and stating:
 - i. The general scope of work to be performed by the subcontractor;
 - ii. The subcontractor's willingness to perform the work indicated; and
 - iii. That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or disability.

B. Special Initiatives, Innovations, or Collaborations

Responders must provide a detailed narrative that addresses the following:

- a. Describe any special initiatives or innovations that will enhance Responder's program in the community;
- b. Describe any new or ongoing plans to obtain additional financial support or resources for this program;
- c. Describe any partnerships or collaborations with other community organizations or private businesses that will strengthen the services provided by the Responder.

C. Technology

Responders must provide a detailed narrative that addresses the following:

- a. Responders must have staffs that are proficient with Microsoft Software, and Myseniorcenter database (County will provide training, if necessary).
- b. Responders will be required to comply with all DeKalb County Government technology policies and procedures.
- c. Responders must demonstrate knowledge of EPHI (Electric Protected Health Information) as well as knowledge of HIPPA regulations.

4. Project Management (10 points)

Responders must provide a detailed narrative that addresses the following:

- a. Submit resumes of each key team member;
- b. Describe how Responder will provide new staff orientation, training, and provide an outline of the orientation schedule and topics;
- c. Describe Responder's plan for conducting ongoing staff training including topics and number of training sessions to be held;
- d. Describe method Responder will use to determine the training needs of staff and/or volunteers;

- e. Describe the agency's staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year;
- f. Describe Responder's policy or procedures concerning client confidentiality;
- g. Describe how Responder will ensure the quality of the programming within the neighborhood senior center to clients;
- h. Describe how Responder will determine the consumer satisfaction with services.

5. Personnel (10 points)

Responders must provide a detailed narrative that addresses the following:

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

6. Organizational Qualifications (20 points)

Responders must provide a detailed narrative that addresses the following:

- a. Describe the qualifications and capability of staff to provide effective services that will meet all the program standards;
- c. Outline Responder's background and capacity to provide senior center management services responsibly and effectively. Address sustainability and the qualifications of Responder's organization and staff to provide services as proposed;
- d. Describe how Responder will interface with the DeKalb County Office of Senior Affairs/or Atlanta Regional Commission to effectively resolve issues related to service delivery and clients.
- e. **State whether Responder is a DeKalb County Firm.**
yes _____ or no _____

7. Financials (5 points)

Responders must provide financial statements for the last three (3) years that evidences the Responder's financial capabilities to perform the statement of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation.

8. References (5 points)

Responders must provide a detailed narrative that addresses the following:

- a. Responder shall provide three (3) references for projects similar in size

and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.

- b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.

C. DeKalb First Ordinance (10 points)

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all Prime Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the proposal in order to remain responsive.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at pcadmin-ops@dekalbcountyga.gov or (404) 371-7051.

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

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful Responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

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 on each location.

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

I. Optional Interview (10 points) – bonus

V. **CONTRACT ADMINISTRATION**

A. **Standard County Contract**

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

B. **Submittal Instructions**

One (1) original Technical Proposal stamped “Original” and three (3) compact discs with each disc containing an identical copy of the Technical Proposal; and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on September 12, 2017.

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 labeled “Request for Proposals No. 17-500453 for Neighborhood Senior Center Management” on the outside of the envelope(s) or box(es).

C. **Mandatory Pre-Proposal Conference and Site Visit**

A pre-proposal conference and site visit will be held at 9:00 a.m. on August 31, 2017 at The South DeKalb Senior/Community Center, 1931 Candler Road, Decatur, GA 30032. Interested Responders must attend and participate in the mandatory pre-proposal conference and mandatory site visit. For information regarding the pre-proposal conference and site visit, please contact Tina T. Phan, Procurement Agent, at (404) 371-6331 or tphan@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 Tina T. Phan, Procurement Agent, via email to tphan@dekalbcountyga.gov, no later than 5:00 p.m. on September 8, 2017. 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 Tina T. Phan, Procurement Agent at (404) 371-6331 or send an email to tphan@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. Proposal Duration

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

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful Responder(s) will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

For more information on the First Source Jobs Ordinance requirement, please contact

WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

K. Business License

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

L. Ethics Rules

Responders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

M. Right to Audit

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

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

N. DeKalb County, Georgia's Title VI Policy Statement

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of

the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

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

VI. AWARD OF CONTRACT

It is the intent of the DeKalb County OOA to contract with multiple Responders for the delivery of senior center management services. However, the County reserves the right to make one (1) award or multiple awards. All contracts resulting from this RFP are contingent upon the actual availability of funds from the Georgia Department of Human Services (DHS) Division of Aging Services (DAS), the Atlanta Regional Commission (ARC) and the DeKalb County Board of Commissioners (BOC).

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

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

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

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

Sincerely,



Tina T. Phan
Procurement Agent
Department of Purchasing and Contracting

act

CC: CGH/file

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

ATTACHMENT A

COST PROPOSAL FORM

(consisting of 2 pages)

**NEIGHBORHOOD SENIOR CENTER MANAGEMENT
(FOUR-YEAR MULTI-YEAR CONTRACT)**

Responders: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 17-500453" 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 Proposals documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL FORM – CONT'D

<u>LOCATION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>TOTAL</u>
DeKalb Atlanta Senior Center 25 Warren Street Atlanta, GA 30317	\$_____/Yr.	\$_____/Yr.	\$_____/Yr.	\$_____/Yr.	\$_____
East DeKalb/Lithonia Center 2484 Bruce Street Lithonia, GA 30058	\$_____/Yr.	\$_____/Yr.	\$_____/Yr.	\$_____/Yr.	\$_____
North DeKalb Senior Center 3393 Malone Drive Chamblee, GA 30341	\$_____/Yr.	\$_____/Yr.	\$_____/Yr.	\$_____/Yr.	\$_____
South DeKalb Senior Center 1931 Candler Road Decatur, GA 30032	\$_____/Yr.	\$_____/Yr.	\$_____/Yr.	\$_____/Yr.	\$_____
			GRAND TOTAL		\$_____
<u>NOTES TO RESPONDER</u>					
Note 1: Do NOT include fees or cost in any area outside of this cost proposal form.					
Note 2: Yearly cost is based on 250 service days/year.					
Note 3: Cost must include all direct and indirect costs as well as all things necessary to provide neighborhood senior center management services.					
Note 4: Cost must also include staffing costs, 1-2 times per month, on County's sponsored after hours special events. (See Statement of Work for further details).					
Note 5: This RFP and the resulting contract are contingent upon available funding.					
Note 6: Each yearly term begins on January 1st and ends on December 31st.					
Note 7: Although Responders are required to provide a full year cost for Year-1, the actual cost may not reflect the full year term.					
***Note 8: In the event of an increase in the number of clients, the Contractor and the County may discuss and negotiate any proposed price increase. Any changes to the Contract prices is subject to approval by the Government Authority (Board of Commissioners).					

ATTACHMENT B
PROPOSAL COVER SHEET

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

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 17-500453, Neighborhood Senior Center Management (Four-Year Multi-Year Contract) described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on June 26, 2017 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending proposals 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 Responder with the authority to bind Responder to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Responder)

Company Name _____ Date _____

**ATTACHMENT E
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

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

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

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

Percentage of LSBE Participation Required
20% of Total Award

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

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposals. 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 Proposals. 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 Proposals. 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. (Only applicable to ITB Bidders)**

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. (*Only applicable to ITB Bidders*)

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the Bidder/Responder has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”). For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the Bidder/Responder must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

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

EXHIBIT A

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

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

PRIME RESPONDER _____

RFP NUMBER: **17-500453**

TITLE OF UNIT OF WORK – **Neighborhood Senior Center Management**

1. My firm, as the prime Bidder/Responder 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/Responder is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

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

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

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

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

Please attach additional pages, if necessary.

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

A Bidder/Responder 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/Responder 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/Responder's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

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

Bidder(s)/Responder(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder/Responder 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 Proposals regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the Bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Responder knowing them to be false, or if there is a failure of the successful Responder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor’s act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm’s Officer:

 (Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires:_____

EXHIBIT B

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

Instructions:

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

To: _____

(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

LSBE –DeKalb **LSBE –MSA**
(Check all that apply)

RFP Number: 17-500453

Project Name: Neighborhood Senior Center Management

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 F

SAMPLE 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 Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within four (4) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order 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 II. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2020, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference.

In the calendar year of execution and for each renewal term, the total obligation for each term is the following if otherwise earned pursuant to the terms and conditions of the Agreement:

Initial Term -	\$_____
First Renewal Term –	\$_____
Second Renewal Term –	\$_____
Third Renewal Term –	\$_____

The County and Contractor recognize that dependent on the Work assigned, completed, and approved by the County in the calendar year of execution or any renewal term, more or less money than the applicable total obligation may be paid by the County to the Contractor; however, in no event shall the total amount paid by the County to the Contractor ever exceed the Contract Price.

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: "USER DEPARTMENT"

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 services in accordance with the County's Request for Proposals (RFP) No. 17-500453 for Neighborhood Senior Center Management (Four-Year Multi-Year Contract), 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.

ARTICLE V. GENERAL CONDITIONS

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

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

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

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

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

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

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

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of

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

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or

Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

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

Agreement with limit of \$1,000,000;

- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the County and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:

**DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and

conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

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

contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

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

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained

by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

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

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

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

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

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Acting 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

With a copy to: DeKalb County Office of Aging

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.

X. Funding Clause The Contractor has been informed and understands that funding for this Contract is provided from the Georgia Department of Human Services (DHS) Division of Aging Services (DAS), the Atlanta Regional Commission (ARC) and the DeKalb County Board of Commissioners (BOC), and expressly agrees that performance of the Contract, in whole or in part, is contingent upon and subject to the availability of such funding to DeKalb County, Georgia.

[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

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

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

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

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

SAMPLE AGREEMENT - ATTACHMENT A

Contractor's Cost Proposal

The County's Request for
Proposals (RFP) No.17-500453

APPENDIX I

“Excerpts from the Contractor’s
Response to the County’s Request
for Proposals (RFP) No. 17-500453”

APPENDIX II

SAMPLE AGREEMENT - ATTACHMENT B

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Neighborhood Senior Center Management

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
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

SAMPLE AGREEMENT - ATTACHMENT C

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

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____(insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Neighborhood Senior Center Management
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
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

SAMPLE AGREEMENT - ATTACHMENT D

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

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor
Neighborhood Senior Center Mangement
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
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires: _____

**SAMPLE AGREEMENT - ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION**

I, _____, certify the following:

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

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

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

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

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)

ATTACHMENT G

RESPONDER AFFIDAVIT

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

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Responder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

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

Notary Public
My Commission Expires: _____

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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

WorkSource DeKalb 774 Jordan Lane, Building #4, Decatur, GA 30033 (404) 687-3400 www.worksourcedekalb.org
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

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

DATE: _____ **FEDERAL TAX ID:** _____

COMPANY NAME: _____ **WEBSITE:** _____

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

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

CONTACT E-MAIL ADDRESS:

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

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

POSITION TITLE:

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

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

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

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

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT DRUG MVR BACKGROUND OTHER _____

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

