



**DeKalb County  
Department of Purchasing and Contracting**

**October 9, 2017**

**REQUEST FOR PROPOSALS (RFP) NO. 17-500466**

**FOR**

**LAND AND EASEMENT ACQUISITION SERVICES  
(Annual with 3 Options to Renew)**

Procurement Agent: Michelle Butler  
Phone: (404) 687 – 3581  
Email: mnbutler@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: October 11, 2017 or October 18, 2017  
(Bidders must attend 1 meeting on either 4572 Memorial Drive, Decatur, Georgia 30032  
of the dates listed.) Main Conference Room - A  
(Meetings are held at 10:00 A.M. and 2:00 P.M.)  
Video Conference: Utilize the link supplied on our  
webpage labeled “DeKalb First LSBE Video  
Meeting”

Pre-Proposal Conference and Site Visit: October 17, 2017, 2:30 P.M.  
Department of Purchasing and Contracting, 1300  
Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

Deadline for Submission of Questions: 5:00 P.M. ET, October 27, 2017  
Deadline for Receipt of Proposals: 3:00 P.M. ET, December 1, 2017

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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, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

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**October 9, 2017**

**REQUEST FOR PROPOSAL (RFP) NO. 17-500466**

**FOR**

**LAND AND EASEMENT ACQUISITION SERVICES**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in land and easement acquisition services to submit proposals. The anticipated work includes, but is not limited to, title searches, surveying, property appraisals, negotiating, project controls, reporting, preparation of closing and condemnation documents, document filings and other related activities to land and easement acquisition.

**I. INTRODUCTION**

**A. General Information**

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

**B. Background**

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

DWM developed a five-year \$1.345 billion plan to purchase, construct, enhance and/or replace the County's physical water and sewer assets and infrastructure, and to assure continued and future reliable service delivery to its customers. The County's Chief Executive Officer (CEO)

and Board of Commissioners (BOC) approved the plan and authorized water/sewer rate adjustments to assist in financing the CIP. The plan includes 83 line items, and will require more than 250 individual contracts for design, construction, construction management services and easement acquisition.

### **C. Definitions**

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

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

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

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

*County* – DeKalb County government.

*DWM* - Department of Watershed Management.

*DWM Program Manager* - The County employee designated by DWM to manage the Program Management contract and coordinate with the selected Program Management Proposer.

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

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

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

### **D. Objectives**

The County has several priority objectives within the implementation of the CIP activities:

- Successfully complete the CIP, defined as within schedule and at the least life-cycle cost to its rate-payers, to assure continued and future reliable service delivery

- Through the DeKalb First Local Small Business Enterprise (LSBE) program and the First Source DeKalb program, optimize opportunities for LSBE participation within the CIP, and assure opportunity for DeKalb County residents to secure employment within the CIP contracts.

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

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

<b>Required Documents</b>	<b>Attachment</b>
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
DeKalb First LSBE Information (Exhibits 1-2)	E
First Source Jobs Ordinance Information (Exhibits 1-2)	F
Contractor Affidavit	G
Subcontractor Affidavit	H
Exceptions to the Statement of Work and Standard County Contract, if any	-----
Responder and Personnel Resumes, Licenses & Certifications	-----

- F. The services shall commence within ten (10) calendar days after receipt of written notice to proceed and shall be for a term of one (1) calendar year. The contract may be renewed for an additional period of up to, but not exceeding, three (3) calendar years upon the same terms and conditions stated within the resulting contract. An additional three hundred sixty five (365) days shall be added to this time for completion for each of the renewal options exercised in accord with the terms of resulting contract.
- G. The County reserves the right to make one (1) award or multiple awards.

**II. STATEMENT OF WORK**

**A. General**

1. The scope of work in this RFP includes a broad range of services and activities that shall be performed over a number of years in order to meet the County's requirements to complete its CIP and other operational projects for the DWM. The County will determine the work to be performed. Nothing in this RFP constitutes an assurance that a particular item of work

will be performed by the successful Proposer or implies that the successful Proposer has a right to any particular work within the program.

2. The successful Proposer and County shall comply with applicable professional standards, laws, and regulations in performing work under this program.
3. The County intends to engage the successful Proposer to provide technical, professional, and administrative staff to execute the land and easement acquisition services, including but not limited to title searches, cost estimates, surveying, property appraisals, negotiating, project controls, reporting, preparation of closing and condemnation documents, document filings and other related activities to land and easement acquisition.
4. The County reserves the right to request all, some, or any combination of services identified in this Statement of Work. When DWM desires any services contemplated under this Statement of Work, DWM will contact the successful Proposer and authorize such services.
5. The County reserves the right to direct the successful Proposer to replace staff that does not meet the performance standard expected by the County. The Proposers should explain, in their proposal, how they will monitor and report the performance of their staff to the County.
6. It is understood and agreed by Proposer that services performed under the Statement of Work for the RFP shall include but not be limited to the services described below and as desired by the County.

## **B. Specific Work Requirements**

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

The Contractor shall act in the best interest of DWM.

As land and easement acquisition services managers for DWM, the Contractor shall perform the following Tasks:

1. Task 1 - Confirmation of Existing Easement Rights and Documentation
  - a. Review DWM paperwork and the county land records to identify existing easements held by DeKalb County and/or DWM and where additional easement rights or documentation are necessary. This review shall include:
    - i. review of GIS maps and other documentation to determine location of DWM assets and properties over which easements might be required;
    - ii. review of GIS maps and other documentation to determine where easements have been granted; and

- iii. title review and review of DeKalb County land records to ensure that all relevant easement paperwork has been properly recorded and cross-referenced and are sufficient for current DWM needs.

2. Task 2 -- Boundary Survey and Legal Descriptions

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

3. Task 3 - Title Search

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

4. Task 4 - Property Appraisal

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

5. Task 5 - Negotiation with Property Owner

- a. Perform negotiations with property owners in accordance with all applicable laws and any and all guidelines or procedures established by the County or DWM.
- b. Prepare and mail a letter from DWM to the property owner which introduces the Contractor and their contact person, and include information concerning the process of acquisition and why the property is needed.
- c. Prepare an offer package, which will include the appropriate County forms and documents.
- d. Should the parcel be owned by local, state or federal entities, contact the local government coordinator to process a donation request.

- e. Contact property owner and schedule an appointment to assist the Property Owner to understand the Project and need for the easement and to present the offer and initiate negotiations for acquisition of the required property interest. All offers shall be made in writing, in a timely and professional manner. If possible, all owners shall be contacted in person. In an attempt to secure a property settlement, the Contractor shall make a sufficient number of personal contacts with each owner with a minimum of three contact attempts per owner. Prepare and write any justification for site improvements when applicable beyond FMV offer amount. Any attempts over three made by the Contractor will require prior approval by DWM Staff.
  - f. Present all owner concerns and questions and counter-offers, if reasonable, to DWM for review and approval. Also, administration settlements, design revisions, and /or stipulations will be submitted to DWM for review and approval or disapproval.
  - g. Contractor shall provide to DWM, if requested, a written settlement recommendation, which shall include project details, valuation process, extent of negotiations and a recommendation for the terms of purchase.
  - h. Contractor shall also furnish additional information and analysis, as requested, to support the settlement recommendation.
  - i. Create and maintain negotiation records on each property interest in which negotiation was attempted. Each negotiation record shall include: dates, places of contact, persons present, offer made, owner's concern and questions, counter-offers, and recommendations regarding those counter-offers, reasons why settlement could not be reached, feedback and concerns from property owner, description of title problems and how they were resolved, and any other data pertinent to the negotiations.
  - j. Attend all necessary meetings with County representatives, property owners, and community groups, to assist with property acquisition.
6. Task 6 - Prepare Closing Documents
- a. After reaching an agreement, the Contractor, in accordance with the County's standard procedures, shall prepare a check request package which includes closing documents, a check request letter and the social security number or tax ID of the payee and transmit this information to the County Attorney for review.
  - b. Prepare a closing package including deeds, easements, descriptions, plats, settlement and disbursement statements, IRS reporting forms, owner's affidavits and any other documents that may be required and transmit this information to the County Attorney for review.
7. Task 7 - Prepare Condemnation Documents
- a. In the event "clear" title to the required property interests cannot be acquired through the negotiation process because of title issues or an agreement cannot be reached for whatever reason, the Contractor shall request approval from County to initiate condemnation.



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

8. Task 8 – Reporting

- a. Develop and maintain a production reporting system that will track all critical events for each parcel on the project.
- b. Conduct monthly team meetings to monitor project progress and address any issue that may arise.

**C. DeKalb County Work Hours**

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

**D. Transition and Continuity of Service upon Expiration of Contract**

Continuity of land and easement acquisition services is necessary to the County. The Contractor agrees to this philosophy and upon expiration of their contract, agrees to exercise best efforts and cooperation for an orderly and efficient transition of services to a Proposer or to the County.

**III. PROPOSAL FORMAT**

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

**A. Cost Proposal**

1. The cost proposal must be submitted in a separate, sealed envelope with the Proposer's name and "**Cost Proposal for Request for Proposals No. 17-500466 for Land and Easement Acquisition Services**" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed

package containing the technical proposal.

3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal or its separate, sealed envelope will result in Proposer'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 in any manner.**
5. The cost proposal form requires that numerical rates be entered into each column of the designated sections.

## **B. Technical Proposal**

### **DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.**

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the Proposer's name and "**Request for Proposals No. 17-500466 for Land and Easement Acquisition Services**" on the outside of each envelope or box. All copies of the Technical Proposal must be identical.
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.

3. Technical and Project Management Approach: 10 pages maximum

Proposer shall describe their approach to both managing all activities required by this RFP and to achieving the program goals and objectives as included within this RFP and the attached documents. This section should include, but not be limited to, the following information:

- a. Submit a plan for accomplishing the County's priority objectives
  - b. Delineation of roles assigned to team members and all sub-proposers
  - c. Organization chart for the proposer team members and sub-proposers
  - d. Organization chart for key staff, including at least down to the task manager level and other key staff as the Proposer may deem important
  - e. Summary of the resources necessary to accomplish the program
  - f. The approach for coordination and communication with County staff
  - g. The systems and methods used to support the Proposer's efforts
  - h. Describe the approach to managing each of the Tasks identified in Section II.B of this RFP
  - i. Provide a staffing plan organized by the tasks required to implement the program as described in Section II.B of the RFP. Provide the type of staff required by job title and experience. **No costs shall be provided.**
  - j. Other information as the Proposer deems worthy.
4. Personnel: 10 pages maximum (not inclusive of license and certification submittals)
    - a. Responder must be able to demonstrate that personnel have at least five (5) years of experience performing the services described within this RFP.
    - b. Identify and provide qualifications and experience information for all key staff, down to the task manager level (tasks identified per Section II.B of RFP) and other

- key staff that the Proposer deems important.
- c. Identify and describe the roles and qualifications of the individuals who will be part of the professional staff.
  - d. Identify and describe the roles and qualifications of any outside personnel, such as subcontractors.
  - e. Indicate the commitment of all key staff members in terms of an estimated percentage of time for this professional service contract.
  - f. Submit an experience matrix for the project team, including the work the team members have performed in the past ten (10) years, based upon the tasks requested within the scope of work of this RFP.
  - g. Provide detailed resumes, State of Georgia licenses and certifications of all key staff members, including subcontractors, who will be directly performing the services as requested in this RFP.
5. Organizational Qualifications: 4 pages maximum (not inclusive of license and certification submittals)
- a. Describe Responder experience (Prime or Joint Venture) performed within the past ten (10) years relative to the work described within this RFP. Include an experience matrix for the firm for the work performed in the past ten (10) years, based upon the scope of services requested within the scope of work of this RFP.
  - b. Provide the number of years the Responder has operated under the current company name.
  - c. Provide State of Georgia licenses and certifications for the types of services as requested in this RFP.
  - d. State whether the Responder has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any local, state, or federal department or agency.
  - e. Provide a history of lawsuits against the Responder and initiated by the Responder within the last ten (10) years. In particular, identify any lawsuit that involved the performance of services similar to the requested services.
6. Financial Capabilities
- a. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work.
  - b. Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement must be submitted.
  - c. Provide the Responder's year of incorporation along with financial information.
  - d. Company letters stating that your firm has the financial capabilities to perform the work will not be sufficient.
7. References
- a. Responder shall provide at least three (3) references that can confirm Contractor's direct experience in providing the requested services and at a similar size to the services specified herein using the *Contractor Reference and Release Form* attached hereto as Attachment C.
  - b. Responder shall provide at least three (3) references for each subcontractor proposed as a part of the project team. References must be able to confirm subcontractor's experience in providing the same or similar types of services to be

performed by the subcontractor (including LSBE subcontractors) and at a similar size to the services outlined in this RFP. Use Attachment D, *Subcontractor Reference and Release Form*. Make additional copies as needed.

8. Appendices: 6 pages maximum

The Responder may include information of the following nature in appendices:

- a. Information that is not specifically requested by this RFP, but which the Responder deems important to their proposal.
- b. Potential scope tasks that are not requested by this RFP, but which the Responder believes may be critical or potentially enhance the successful completion of the program. Should such information be provided, the Responder shall provide a level of effort as describe herein for other tasks – but these shall remain within the appendices.
- c. The content requirements set forth in this RFP represent the minimum content requirements for the proposal. It is the Proposer’s responsibility to include any other materials and information in its proposal that presents all relevant qualifications. The proposal, however, should not contain standard marketing or other general materials. It is the Proposer’s responsibility to modify such materials so that only directly relevant information is included in the proposal. Use of appendices should be carefully considered.

9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

**C. DeKalb First LSBE Ordinance**

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all responding proposers attend the mandatory LSBE meeting within two-weeks of the solicitation’s advertisement, and comply, complete and submit all LSBE forms with the Proposer’s response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County’s website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at [padmin-ops@dekalbcountyga.gov](mailto:padmin-ops@dekalbcountyga.gov) or (404) 371-7051.

**D. 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 F, *First Source Jobs Ordinance Information* (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](http://www.worksourcedekalb.org) or 404-687-3400.

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

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

### **IV. CRITERIA FOR EVALUATION**

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

- A. Cost Proposal (10 points)**
- B. Technical Proposal (80)**
  - 1. Technical and Project Management Approach (40 points)
  - 2. Qualifications and Capabilities
    - Personnel (10 points)
    - Organizational Qualifications (15 points)
    - Financial Capabilities (5 points)
    - References (10 points)
- C. Local Small Business Enterprise Participation (10, 5, 2 points)**
- D. Optional Interview (10 points) - bonus**

### **V. CONTRACT ADMINISTRATION**

#### **A. Standard County Contract**

The attached sample *Standard County Contract*, Attachment I, 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 five (5) copies stamped "COPY"; and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal)** must be submitted to the following address no later than 3:00 p.m. on December 1, 2017.

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 17-500466 for Land and Easement Acquisition Services" on the outside of the envelope(s) or box(es).

## **C. Pre-Proposal Conference (Optional)**

A Pre-Proposal conference will be held at 2:30 p.m. on the 17<sup>th</sup> day of October 2017 at the Department of Purchasing and Contracting, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, GA 30030. Interested Proposers are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Michelle Butler at (404) 687 – 3581 or [mnbutler@dekalbcountyga.gov](mailto:mnbutler@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 in writing only via email to Michelle Butler, [mnbutler@dekalbcountyga.gov](mailto:mnbutler@dekalbcountyga.gov) no later than 5:00 P.M. on October 27, 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 contact Michelle Butler at (404) 687 – 3581 or send an email to [mnbutler@dekalbcountyga.gov](mailto:mnbutler@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website,

<http://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

#### **F. Proposal Duration**

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

#### **G. Project Director/Contract Manager**

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

#### **H. Expenses of Preparing Responses to this RFP**

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

#### **I. Georgia Open Records Act**

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

#### **J. Business and Professional License**

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

#### **K. Ethics Rules**

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

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the

County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

#### **L. 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.

#### **M. Cooperative Procurement**

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

### **VI. AWARD OF CONTRACT**

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

If interviews are conducted, firms 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,





Interim Procurement Manager  
Department of Purchasing and Contracting

- Attachment A: Cost Proposal
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: Subcontractor Reference and Release Form
- Attachment E: LSBE Information (with Exhibits 1-2)
- Attachment F: First Source Jobs Ordinance Information (with Exhibits 1 – 4)
- Attachment G: Contractor Affidavit
- Attachment H: Subcontractor Affidavit
- Attachment I: Sample Standard County Contract

**ATTACHMENT A**

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

**RFP No. 17-500466 Land and Easement Acquisition Services**

**Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 17-500466, Land and Easement Acquisition Services**

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

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

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

Authorized Person Submitting Proposal: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Printed Name of Contact Person

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

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

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

**COST PROPOSAL FORM**

**PROFESSIONAL SERVICES RATE FORM**

Proposer: State FIRM FIXED HOURLY RATES for each Title, including all costs, direct and indirect, administrative costs, and all things necessary for **Land and Easement Acquisition Services** as specified in the Statement of Work of RFP No. 17-500466. The cost proposal form requires that numerical rates be entered into each column of the designated section. *Please do not use any symbols as an indication of continuous rates.*

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

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

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

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	<b>County</b>	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 <u>17-500466 Land and Easement Acquisition Services</u> described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030, on <u>December 1, 2017 until 3:00 p.m.</u> Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C  
 CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Proposer)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D  
 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	Services Provided		

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Proposer)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT E**

**DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS 1 – 2**

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

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

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

Amount of LSBE Participation Required
20% of Total Award

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the

Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit 1".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit 1". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit 1." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

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

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



**DEKALB FIRST LSBE INFORMATION**  
**EXHIBIT 1**

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

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

PRIME BIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: **17-500466**

TITLE OF UNIT OF WORK: **Land and Easement Acquisition Services**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
 \_\_\_LSBE-DeKalb    \_\_\_LSBE-MSA
  
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly:  
 \_\_\_\_\_.
  
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE-DeKalb or MSA joint venture firm.  
 \_\_\_\_\_  
 \_\_\_\_\_
  
4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as "Exhibit 2".

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

Percentage of work or estimated contract award amount 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 or estimated contract award amount 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 or estimated contract award amount 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 or estimated contract award amount to be performed	

Please attach additional pages, if necessary.

**DEKALB FIRST LSBE INFORMATION**  
**EXHIBIT 1, CONT'D**

**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

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

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement prior to submission of their bid or proposal.
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 amount of the quoted price if one was obtained.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage and dollar value 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):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

**DEKALB FIRST LSBE INFORMATION**  
**EXHIBIT 1, CONT'D**

**BIDDER/PROPOSER STATEMENT OF COMPLIANCE**

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

**1. Non-Discrimination Policy**

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

**2. Commitment**

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

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer:

(Authorized Signature and Title Required)	Date
---	------

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

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

**DEKALB FIRST LSBE INFORMATION**  
**EXHIBIT 2**

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

Instructions:

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

**To:**

\_\_\_\_\_

**(Name of Prime Contractor Firm)**

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

**ITB Number:** 17-500466

**Project Name:** Land and Easement Acquisition Services

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).

<b>Description of Materials or Services</b>	<b>Project/Task Assignment</b>	<b>% of Contract Award</b>

**Prime Contractor**

**Sub-Contractor**

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATTACHMENT F**

**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](http://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



**ATTACHMENT G**

**CONTRACTOR AFFIDAVIT**

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

\_\_\_\_\_  
Contractor's Name

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

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

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT H**  
**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of 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 Department 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]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Bidder's Name)

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

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\* do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT I**

**SAMPLE STANDARD COUNTY CONTRACT**

## DEKALB COUNTY

### SAMPLE AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES

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 \_\_\_\_\_, (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide - \_\_\_\_\_ to the \_\_\_\_\_ of DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

#### **ARTICLE I. CONTRACT TIME**

The Contractor shall commence the Work under this Contract within ten (10) days from the date on the Notice to Proceed. Contractor shall fully complete the Work on an annual basis with the County’s option for two additional years. An additional three hundred sixty five (365) days shall be added to this time for completion for each of the renewal options exercised in accord with the Terms of this Contract. If the Change Order only seeks to extend the Contract Time, it may be approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

#### **ARTICLE II. CONTRACT TERM**

As allowed by O.C.G.A. §36-60-13, this Contract shall commence immediately upon the execution date. The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First Annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First Annual Renewal Term, the parties have the option to renew this Agreement for a Second Annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each Annual Renewal Term. Each option to renew must be exercised prior to the beginning of each Annual Renewal Term and is effective upon adoption and approval by the DeKalb Governing Authority and the Contractor in accordance with the terms of this Contract.

**ARTICLE III. PAYMENT**

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

Invoice(s) must be submitted as follows:

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

Attention: \_\_\_\_\_  
Department of Watershed Management  
4572 Memorial Drive  
Decatur, Georgia 30032

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



#### **ARTICLE IV. SCOPE OF WORK**

A. The term “Work” means all land and easement acquisition services identified in the Scope of Work, attached hereto as Attachment B. and incorporated herein by reference and all other services and things necessary to provide the County with land and easement acquisition services as required by law and the Scope of Work. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with applicable law and the Contract, and all incidental work necessary to complete the Work in an acceptable manner.

#### **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 of at least \$1,000,000, or proof that Contractor is not required to provide such coverage under State law;
  - (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 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) DeKalb 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 and professional errors and omissions, with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of

Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be issued to:

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

4. 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.
5. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
6. 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 Errors and Omissions coverage.
7. 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.

8. 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.
9. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

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

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

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

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

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

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

**Q. Business License** Contractor shall submit a copy of its current, valid business license with this Contract if required. 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. Additional Attachments and Appendices** This Contract includes the following Additional Attachments and Appendices all of which are incorporated herein by reference: Attachment F. Certificate of Insurance, Declarations, and Endorsements; Attachment G. Business and Professional Licenses and Certifications, Attachment H. Business Organization Documentation, Appendix I.



County's Request for Proposals, and Appendix II. Responder's Submittal to County's Request for Proposals.

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, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

With a copy to:

Chief Procurement Officer  
Department of Purchasing and Contracting  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to:

Director of the \_\_\_\_\_ Department  
\_\_\_\_\_  
\_\_\_\_\_

**If to the Contractor:**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

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

**[SIGNATURES CONTINUE ON NEXT PAGE]**

SAMPLE

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

**COMPANY NAME**

**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:**

\_\_\_\_\_  
Scott A. Towler, P.E., Director  
Department of Watershed Management

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

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

**ATTACHMENT A**  
**CONTRACTOR'S COST PROPOSAL**

SAMPLE

## **ATTACHMENT B**

### **SCOPE OF WORK**

SAMPLE

**ATTACHMENT C**

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91**

SAMPLE

**ATTACHMENT D**

**SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91**

SAMPLE

## ATTACHMENT E

### SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**ATTACHMENT F**

**CERTIFICATE OF INSURANCE, DECLARATIONS, AND ENDORSEMENTS**

SAMPLE

## **ATTACHMENT G**

### **BUSINESS AND PROFESSIONAL LICENSES AND CERTIFICATIONS**

SAMPLE

## **ATTACHMENT H**

### **BUSINESS ORGANIZATION DOCUMENTATION**

SAMPLE

**APPENDIX I**

**COUNTY'S REQUEST FOR PROPOSALS**

SAMPLE

## **APPENDIX II**

### **RESPONDER'S SUBMITTAL TO COUNTY'S REQUEST FOR PROPOSALS**

SAMPLE