



**DeKalb County
Department of Purchasing and Contracting**

August 27, 2018

REQUEST FOR PROPOSALS (RFP) NO. 18-500497

**IMPLEMENTATION OF CITYWORKS ASSET MANAGEMENT PLATFORM (ONE YEAR
CONTRACT WITH TWO OPTIONS TO RENEW)**

FOR

**PUBLIC WORKS DEPARTMENT (ROADS AND DRAINAGE DIVISION AND
TRANSPORTATION TRAFFIC ENGINEERING DIVISION) AND FACILITIES
MANAGEMENT DIVISION**

Procurement Agent: Charles N. Smith
Phone: (404) 371-6337
Email: cnsmith1@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: August 29th or September 5th, 2018
(Bidders must attend 1 meeting on either of the dates listed.) 4572 Memorial Drive, Decatur, Georgia 30032
Main Conference Room - A
(Meetings are held at 10:00 a.m. and 2:00 p.m.)
Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"

Mandatory Pre-Proposal Conference: September 11, 2018 10:00 A.M.
Purchasing and Contracting, 2nd Floor
1300 Commerce Drive,
Decatur, GA 30030

Deadline for Submission of Questions: 5:00 P.M. September 18, 2018
Deadline for Receipt of Proposals: 3:00 P.M. ET, October 5, 2018

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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MANAGEMENT DEPARTMENT**

I INTRODUCTION

DeKalb County Government (the County) requests qualified individuals and firms experienced in the deployment of the Cityworks asset management platform to submit proposals for the implementation of Cityworks in the Public Works Department (Roads and Drainage Division and Traffic Engineering Division) and the Facilities Management Department in DeKalb County, GA. This is a one year contract with two options to renew. This contract that will cover implementation services only and the acquisition on the Cityworks software is not included in this RFP.

A. Overview

DeKalb County is Georgia's third largest County with an approximate population of 722,161 and is Georgia's most culturally diverse County with over 64 spoken languages. DeKalb County cities include: Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain, Clarkston, Brookhaven, North Druid Hills, Gresham Park, Panthersville, Scottsdale, and Belvedere Park.

DeKalb County Roads and Drainage/ Traffic Engineering

DeKalb County Roads and Drainage maintains, repairs and resurfaces more than 2000 miles of roadway. This includes but is not limited to pothole repair, major and minor patching. In addition to the operations and maintenance activities, the Department evaluates and rates the County's 2000 miles of roads annually. Those ratings are used to prioritize road resurfacing.

Roads and Drainage is responsible for maintaining and repairing the Municipal Separate Storm Sewer System (MS4) infrastructure maintenance and repairing all County owned bridges and culverts, dams, (including category 1), more than 1,000 detention ponds and more than 150,000 storm water-related structures, such as, catch basins, drop inlets, stand pipes, weirs, drainage pipes and managing the MS4 database. The Department manages the County's storm water utility and the County's National

Pollutant Discharge Elimination System (NPDES) permit.

Roads and Drainage manages the Municipal Separate Storm Sewer System (MS4) database ensuring impervious surface assessments are accurate to ensure proper storm water billing and collection of the utility fees. Roads and Drainage oversees and manages the County's floodplain buyout program with Federal Emergency Management Agency (FEMA). The Department also manages the street sweeping program, the County's Local Maintenance and Improvement Grant (LMIG) program with the state, citizen drainage program, and the Special-Purpose Local-Option Sales Tax (SPLOST) resurfacing program for the County.

In addition, to the above responsibilities, Roads and Drainage also processes haul route permits; utility locate permits, National Joint Utilities Notification System (NJUNS) permits, house moving permits, provides side topper permits, provides zoning plan reviews, and conducts traffic studies. The Department establishes, installs, and maintains school zones. An additional responsibility is to establish and maintain the County's speed zone order. This is the critical document that allows the Police Department to use radar/laser detection for speeding violations.

DeKalb County Traffic Engineering

1. Designs, constructs, operates and maintains more than 600 traffic signals, 200 school flashers, and 50 intersection beacons
2. Operates a fully functional traffic operations center which is interconnected with the Georgia Department of Transportation Traffic Operations Center
3. Operates and maintains 34 traffic cameras and are connected to more than 300 cameras owned by the state DOT
4. Maintains and installs all regulatory and non-regulatory traffic signs on 2000 miles of roadway
5. Installs and maintains all roadway markings, crosswalks, striping, and raised pavement markings on 2000 miles of roads
6. Installs and maintains calming traffic devices including speed humps, traffic islands, bulb-outs, etc. maintains all existing sidewalks and constructs some new sidewalks

DeKalb County Facilities Management

The Facilities Management Department provides management and maintenance to 274 DeKalb County buildings. Facilities Management currently operates using a spreadsheet format which has no component for tracking activities without using rudimentary methods. The Department is looking to implement a robust management engine capable of tracking invoices, employee time, inventory, assets, files, and other pertinent documents in a way that reports are readily available.

The Facilities Management Department has skilled tradesmen working in the electrical, plumbing, heating and cooling carpentry, and environmental and surplus services areas working with contractors, vendors and executive leadership. The Department requires a work order management system that can identify and track assets including underground pipes and water lines, manholes, structures, valves, conduit, and structures at 274 sites throughout the County.

The Department purchases thousands of parts and supplies used to maintain and repair facilities and tracking parts is essential along with adequately reporting usage. Facilities Management works with various other County Departments and needs to have the ability to provide accurate sharable documents

along with being able to see and identify other Department's documents as they pertain to the sites the teams are working.

Having the ability to track and monitor these assets will address many budgetary issues and concerns that have hindered this Department and offer a level of transparency that is needed in an effort to be able to provide timely and informative reports to the administration.

Current Technical Environment:

A. Current Data Structure:

Roads and Drainage

1. Work orders are stored in Oracle EBS Enterprise Asset Management (EAM)
2. Service requests are in Oracle 311 Cloud CRM system (Future)
3. Road Rating Data is stored in an Access Database

Traffic Management

1. Traffic Signal Management is stored in an Access Database v2016

Facilities Management

1. Internal web-based application developed in ASP
2. Microsoft Excel
3. SQL Database

B. Current Cityworks Server Environment:

The proposed implementation must reside in DeKalb County's existing Microsoft Government Cloud Tenant. No other proposed solution will be considered.

Technical Infrastructure

1. Azure DS13v2 Class Server
2. SSD Storage
3. SQL Server 2012

C. Current GIS Environment:

1. Cityworks interfaces with GIS through REST web services using ArcGIS Server version 10.5
2. Infrastructure asset information is stored in SQL Server 2016 in the same geodatabase as the Watershed data currently used in Cityworks
3. GIS can provide basemap, imagery, streets, geometry, and geocode services

Assets currently in the GIS Geodatabase include the following:

In the Structure Layer:

- Bridges
- Catch Basins
- Control Structures
- Drop Inlets
- Flumes
- Headwalls
- Intersections
- Junction Boxes
- Manholes (storm water manholes only)
- Plain pipe ends
- Standpipes
- Spillways
- Trench Drains

In the Conveyance Layer:

- Closed Conduits
- City Lines
- Creeks
- Ditches
- Lake lines
- Surface Channels
- Streams
- Swales

In the pond layer:

- Detention Ponds
- Lakes
- Reservoirs
- Retention Ponds
- Underground ponds
- Water Quality ponds

Traffic Management:

None of the layers exist in GIS

D. Objective:

The Departments identified are currently utilizing a variety of applications coupled with manual entries to manage their day to day requirements. The implementation of Cityworks will streamline business process and provide a unified platform that shares data, import photos/data, enhance reporting, third-party integration, inter-Departmental and Departmental workflow and asset management.

The successful respondent will be required to implement workflow, integration, data conversion,

training and reporting based on each of the identified Departments business processes.

1. Workflow

The ability to develop work orders that will have a workflow that extends to other Departments utilizing the Cityworks application. Each Department will provide their current workflow of day to day processes which will include the interdepartmental transfer of work orders. This feature must provide the functionality to assign, track, report, update, and manage the developed workflow from entry to completion of all Work Orders and Service Requests.

2. Integration

The Departments will require the development of seamless integration to third-party applications. The business process will drive the need for one-way and bi-directional communications.

3. Data Conversion

The conversion of existing data located in each Department's legacy system(s).

1. Facilities Management:

- a. Convert open Service Requests, Work Orders, tracking of invoices and historical data with closed tickets
- b. The data to be converted is in a combination of an SQLServer database and excel spreadsheets

2. Roads and Drainage:

- a. Work orders are stored in Oracle EBS
- b. A select group of work orders to be migrated based on parameters that the department sets
 - Convert only closed Work Orders/Service Requests as Traffic group enters only completed work orders
 - Data is in Access database

4. Import Images/Documents

Provide the capability to import images and documents to work order(s) throughout the lifecycle of the project.

5. Reporting

The ability to report upon all activities created within the Cityworks environment as it relates to individual work orders and inter-Departmental work orders.

6. Assets Management

The ability to monitor and maintain things of value to an entity or group. It may apply to both tangible assets and intangible assets.

E. General Expectations:

The expectation of DeKalb County is for Cityworks to be fully implemented as outlined in the scope and during meetings with the involved DeKalb County Departments, for the staff to be trained in the full use of Cityworks, for the creation and delivery of training manuals and materials to support the needs of DeKalb County, and for the continued support of and access to the vendor.

F. Deliverables:

The deliverables at the end of the project are for DeKalb County to have and be able to use automated workflows that streamline all aspects of internal and inter-Departmental processes including, but not limited to, service requests, work orders, preventative maintenance, scheduling, inspections and asset management.

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

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

The services to be performed under the contract resulting from this RFP shall commence within ten (10) calendar days after receipt of written Notice to Proceed. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed at the sole option of the County for two (2) successive three hundred sixty-five (365) calendar day terms at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within.

It is the County’s intent to award one contract for the Cityworks implementation services. The County reserves the right to award work under this contract in multiple phases.

II STATEMENT OF WORK

The scope of this project includes expanding our current Citywork environment to include Roads & Drainage, Traffic Engineering and Facilities Management within the County's enterprise solution. The goal of this initiative is to develop an enterprise solution that utilizes automated workflows to streamline all aspects of the work order, preventive maintenance, inspections, and asset management related modules.

The implementation should include each Department's division specific business processes that allows for:

- a. Creation of a resource allocation plan for all Departments involved in this current proposal for Cityworks and GIS support and maintenance
- b. The plan should include Recommended Task Matrix where specific tasks are the responsibility of either the GIS Resources or the individual divisions
- c. Automation of Asset/Work Order Tracking and Management:
 - a. Tracking and reporting of associated labor, equipment, and materials cost used for Departmental operations and maintenance activities
 - b. Enable County staff members to enter a maintenance issue that is trackable for maintenance and the skilled trades
 - c. Access historical data for performance measures (creation time/date, completion time/date, etc.)
 - d. Track which staff members participate in work order progress to track labor costs for budgeting purposes
 - e. Use GIS data to map assets within the application to allow for quicker turnaround on open work orders
 - f. Establish a mobile solution that allows for live access to the application
 - g. Configure preventative maintenance/inspection functionality
 - h. Allow divisions to share work order systems so that cross-divisional work can be completed (i.e., certain skilled trades can be detailed to Programs in other divisions as needed)
4. Enable Departments/offices to track fixed asset details, by allowing users to:
 - a. Enter purchase date
 - b. Share data with Comptroller for depreciation purposes
 - c. Create maintenance standards
 - d. Create maintenance schedules

5. Create a sustainable enterprise solution for the management of land assets utilizing the GIS foundational database:
 - a. Identify maintenance responsibility
 - b. Keep work order data for performance measures, if needed
 - c. Enable Departments/offices to track details, by allowing users to:
 1. Create maintenance standards
 2. Create maintenance schedules
6. Encapsulate Program management around a GIS-centric approach:
 - a. Spatial representation of hot-spots and areas of concerns
 - b. Manage asset lifecycle in relation to other assets in the area
7. Provide management reporting capabilities for resource allocation, facilities management, capital planning, and compliance enforcement.
8. Support for data-driven decisions through the use of custom and ad hoc analytics, as well as dashboard reporting capabilities.
9. Provide the following standard reports:
 - a. Work Orders Opened
 - b. Work Orders Closed
 - c. Customer Service Request by Division
 - d. Open Calls by Division
 - e. Work Summary for all Divisions
10. Allow contractors the ability to enter inspections and read information, but not to do edit.

1.1 SERVICE REQUEST/WORK ORDER REQUESTS

1. Enable Roads & Drainage staff members to enter maintenance issues as either service requests or work orders and be kept aware of updates and completion.
2. Development of a streamlined service request/work order process that allows for interdivisional collaboration, and assignment of service requests. (Inter-Departmental collaboration and assignment of service requests, not work orders).
3. Effectively plan for preventative maintenance cycles.
4. Track and report labor costs associated with operations and maintenance activities
 - a. Associate employees with specific work orders
 - b. Track distinct pay rates and pay schedules for employees

5. Ability to tie specific GIS asset attributes to a work order with the potential of editing GIS Attributes within Cityworks.
6. Need the ability to track warehouse materials used in work orders, including the cost of material and inventory.
7. Data Load and configuration including:
 - Storm Water structures details/hierarchies

1.2 ASSET MANAGEMENT

1. Create and support an environment where the authoritative database for all real property records and associated systems and inventories are in GIS.
2. Establish an extensible, centralized asset management infrastructure with the ability to track, manage and update records with their attributes in Cityworks.
3. Review current asset management processes and develop new core processes that align with industry best practices.
4. As part of the discovery process for Phase 1, a definitive categorization of assets will need to be incorporated into the system.
5. Tagging asset maintenance history to the GIS mapping software, so that if an entity is clicked on the map, the history of maintenance is filtered and presented for that entity.
6. Automate preventative maintenance process by providing templates for individual Departments to input preventative maintenance work orders.
7. Produce statistical data reports from a comprehensive database for the analysis of operational performance and better analytical capabilities for addressing both short-term and long-term infrastructure maintenance needs.
8. Provide an implementation of the Cityworks Storeroom component to track warehouse.

1.3 CITYWORKS INTERFACES

1. 311 is an Oracle Cloud CRM software provided as a service platform.
2. Integration with County's GIS system
 - a. Work with the DeKalb County's Department of Information Technology GIS Professionals to ensure the appropriate mapping services, connection points, etc. are in place for optimal Cityworks (CWS) implementation
 - b. Integration to GIS web services using token-based security

1.4 TESTING

1. The Vendor must test all configurations, modifications, interfaces, data conversion or other work efforts performed. The Vendor's implementation team is expected to utilize structured testing methodologies utilizing plans, scripts, scenarios and any other tools deemed necessary to accurately and thoroughly test the system before delivery to the County.
2. The vendor with County assistance will prepare a System Test and Acceptance Plan that will identify user acceptance criteria, testing timeline, and expected results. Plans will include base functionality; enhancements, interfaces, and reports to ensure that implementation will meet the County's business requirements prior production usage.

The vendor should outline detailed testing approach in the proposal for:

- a. Testing
 - b. User Acceptance
 - c. Migration
 - d. Integration
 - e. System Acceptance (30 days of system usage with complete functionality and no priority issues)
3. The vendor will provide a series of Onsite instructor-led training for DeKalb County Stakeholders. The vendor will provide a description of their training plan, a training schedule that will be in line with the implementation schedule, and their proposed training document. All training documentation should be site specific to each Department.
 - a. End-User
 - b. System Administration
 - c. Train the Trainer
 4. Cityworks Designer & System Administration: Training will include but not be limited to showing users how to configure work order templates, equipment lists, employees, user permissions, and other configurable system components . It will also cover system and database administration issues (e.g., software installation, user accounts, and security).

1.6 SUPPORT

1. Provide post-production support on-site for a minimum of 15 days
 - a. Post go-live support of configuration changes, reporting, and asset management for a determined length of time before the project is considered complete

1.7 MINIMUM REQUIREMENTS

- a. Minimum of five (5) large enterprise-class deployments in an environment of similar size and complexity as DeKalb County Government

- b. Must document that they have sufficient and qualified resources to complete all aspects of the project
- c. Must be a Cityworks authorized partner
- d. Must be an Esri authorized partner
- e. Must be a Microsoft Certified Gold partner

The MS partner requirements include deployments and services within the MS Azure ecosystem

1.8 REPORTS

- 1. Provide the ability to produce statistical data reports from a comprehensive database for the analysis of operational performance. The reports will improve the analytical capabilities for addressing both short-term and long-term infrastructure maintenance needs.
 - a. Easily download report data in any of the following formats:
 - o MS Excel
 - o MS Word
 - o MS Access
 - o Adobe PDF
 - o MS One Note

III PROPOSAL FORMAT

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

Cost Proposal

- 1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. RFP No. 18-500497 for Implementation of Cityworks Asset Management Platform on the outside of the envelope
- 2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal
- 3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive
- 4. Responders are required to submit their costs on Attachment A, *Cost*

Proposal Form. **Responder shall not alter the cost proposal form**

A. Technical Proposal

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

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 18-500497 for **Implementation of Cityworks Asset Management Platform**" on the outside of each envelope or box
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal
3. Technical Approach to the Project:
 - a. Initial System configuration can be completed ideally within 12 months for all divisions.
 - b. Project Plan to be determined by vendor, but may include a rolling implementation schedule (whereas the initial implementation is one Department, with other Departments going live subsequently within the timeframe) or a phased approach (whereas the initial implementation is smaller scoped but goes out to all Departments and the remaining time is for deeper functionality roll out)
 - c. The vendor will create a project management plan that follows standard Project Management Professional (PMP) practices, principals and procedures:
 - i. Statement of work with clear and detailed deliverables
 - ii. Roles and responsibilities
 - iii. Gantt Chart for implementation On-site work sessions
 - iv. Developing a Project Chart
4. Project Management
 - a. Develop a complete Project Management Plan, which must include but is not limited to the following:
 - i. Project Charter
 - ii. Scope statement
 - ii. Work Breakdown Structure (WBS)
 - iv. Responsible, Accountable, Consulted and Informed (RACI) chart

Schedule
Resources

Change control system

Change control system

Performance Measurement guidelines

Management Plans (scope, schedule, cost, quality, staffing, communications, risk response, procurement)

b. Follow the Project Management Body of Knowledge (PMBOK) Process Map

- i. Integration
- ii. Scope
- iii. Time
- iv. Cost
- v. Quality
- vi. Human Resources
- vii. Communications – Describe progress reporting procedures for the project
- viii. Risks
- ix. Procurement

c. Key Stakeholders (Supervisor level and above)

The vendor will perform Cityworks design planning and requirements to be validated by key stakeholders. Requirements validation will include interviews with key stakeholders, selected staff and end users. Interviews will define/validate requirements on interface configurations, end-user input fields, and overall user interface by Department

- i. Interviews to provide a means to create an enterprise vision of security roles with applicable permissions
- ii. Interviews include assisting with workflow development for every division participating in the project, analyzing potential challenges and offering options for solutions, as well as proposing Cityworks lessons learned business standards as a Cityworks Implementation Partner
- iii. Interviews establish ongoing resource requirements for each Department in regards to Cityworks administration and ongoing GIS needs

d. The vendor will assist in recommending Cityworks best practices to limit the potential for customizations that would increase the risk of support with system release upgrade

e. The vendor will perform mobile strategy validation and provide best practices on VPN, Mobile devices, connectivity, etc.

f. The vendor's recommendations will demonstrate a commitment to user training, knowledge transfer, and support during and after the completion of this project

g. The vendor will configure Cityworks and related applications to meet project scope and provide for system growth

- h. The vendor will develop and conduct training programs for Department Divisions staff users, application administrators, development staff, and executive training for senior leadership who may be interested in reports, status updates, and view current activities
 - i. The vendor will train all Subject Matter Experts and identified stakeholders, to provide:
 - i. On-site training
 - ii. Multiple training sessions
 - iii. Submit training program to meet schedule
 - j. The vendor will participate in system launch activities
 - k. Include the anticipated use of subcontractors or vendors and describe the resources necessary to accomplish the purpose of the project
5. Personnel:
- a. Identify the individuals who will be part of the project team;
 - i. Include any outside personnel, such as subcontractors; and
 - ii. Provide detailed resumes of team members and subcontractors who will be directly working on the project
6. Organizational Qualification
- a. Describe Responder's experience, capabilities and other qualifications for this project;
 - b. How many years has Responder operated under current company name?
 - c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal, State, County, or Municipality?
 - d. The responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the statement of work. (Audited statements are required) Provide year of incorporation (if applicable)
 - e. References:
 - i. Responder shall provide five (5) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
 - ii. Provide five (5) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
 - f. Provide the following information: Are you a DeKalb County Firm? Yes/No

7. Financial Responsibility:

The responder must provide financial statements (balance sheet, income statement and cash flow statement) for the last three three years that evidence that the responder has the financial capacity to perform the scope of work. Provide year of incorporation

8. References:

Responders shall provide five (5) references for projects similar in size and scope to the project specified herein using the Reference and Release Form (Prime and Subcontractor) attached hereto as Attachment C & D

B. DeKalb First Ordinance

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

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

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

the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

I. CRITERIA FOR EVALUATION

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

A. Cost	10 points
B. Technical Approach to the Project	20 points
C. Project Management	20 points
D. Personnel	10 points
E. Organizational Qualifications	10 points
F. Financial Responsibility	10 points
G. References	10 points
H. Local Small Business Enterprise Participation	10 points
I. Optional Interview <u>10</u> points) - bonus	

II. CONTRACT ADMINISTRATION

A. Standard County Contract

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

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and six (6) compact USB Thumb drive with each drive containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the drives); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on **October 5, 2018.**

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor

1300 Commerce Drive
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 18-500497 for Implementation of Cityworks Asset Management Platform (One Year Contract with One Option to Renew on the outside of the envelope(s) or box (es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Mandatory Pre-Proposal Conference

A pre-proposal conference will be held at 10:00 a.m. on the 11th day of September, 2018 at Purchasing and Contracting Department 2nd Floor, 1300 Commerce Drive, Decatur, GA 30030. Interested responders are **required** to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Charles N. Smith at (404) 371-6337 or csmith1@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Charles N. Smith, via email to csmith1@dekalbcountyga.gov, no later than close of business on September 18, 2018. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Charles N. Smith at (404) 371-6337 or send an email to csmith1@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website,

<https://www.DeKalbCountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Sixty (160) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

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

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source

Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder’s proposal.

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

K. Business License

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

L. Ethics Rules

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

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

M. Right to Audit

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

employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

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

N. Cooperative Procurement

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

III. AWARD OF CONTRACT

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

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

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

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

Sincerely,

Charles N. Smith
Charles N. Smith
Procurement Agent

Purchasing and Contracting

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

ATTACHMENT A

COST PROPOSAL FORM

(consisting of 2 pages)

IMPLEMENTATION OF CITYWORKS ASSET MANAGEMENT PLATFORM

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 18-500497, Implementation of Cityworks Asset Management Platform" clearly identified on the outside of the envelope.

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

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

ATTACHMENT A
COST PROPOSAL FORM

Responder: State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for Implementation of Cityworks Assets Management Platform. Respondents must submit a FIRM FIXED LUMP SUM that includes all direct cost, indirect costs and travel cost.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

Roads and Drainage Implementation

	Total Project Cost
Project Management	
Integration	
Conversion	
Training	
Reports	
Production Support	
Travel Expense	
Roads and Drainage Implementation Total	\$ _____

Traffic Engineering Implementation

	Total Project Cost
Project Management	
Integration	
Conversion	
Training	
Reports	
Production Support	
Travel Expense	
Traffic Engineering Implementation Total	\$ _____

Facilities Management Implementation

	Total Project Cost
Project Management	
Integration	
Conversion	
Training	
Reports	
Production Support	
Travel Expense	
Facilities Management Implementation Total	\$ _____

**ATTACHMENT B
PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 18-500497, Implementation of Cityworks Asset Management Platform described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on October 5, 2018 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	

Type or Print Name(s)	Date
-----------------------	------

**ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of 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			

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

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

Project Name _____

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

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

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in

accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

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

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

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

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

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

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

EXHIBIT A

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

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

PRIME

BIDDER/PROPOSER _____

SOLICITATION NUMBER: **RFP No. 18-500497**

TITLE OF UNIT OF WORK – Implementation of Cityworks Asset Management Platform (One Year Contract with Two options to Renew)

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____LSBE-DeKalb ____LSBE-MSA

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

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

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

Description of services to be performed	
Percentage of work to be performed	

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

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

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

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

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

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

Please explain all “no” answers above (by number):

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

EXHIBIT A, CONT'D

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

Bidder/Proposer Statement of Compliance

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

1. Non-Discrimination Policy

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

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

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

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

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

Notary Public

My Commission Expires: _____

EXHIBIT B

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

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.

2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____

(Name of Prime Contractor Firm)

From: _____ **LSBE –DeKalb** **LSBE – MSA**

(Name of Subcontractor Firm) (Check all that apply)

RFP Number: 18-500497

Project Name: Implementation of Cityworks Asset Management Platform

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

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

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT F
SAMPLE COUNTY CONTRACT 2A**

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

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

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

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be twelve (12) consecutive months. This Agreement may be renewed on an annual basis for two (2) additional one (1) year options to renew upon the same terms and conditions as provided for in this agreement unless previously terminated. 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 with a total maximum term of three (3) years. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

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

Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

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

DeKalb County, Georgia

Attention: "USER DEPARTMENT"

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

F.

ARTICLE IV. SCOPE OF WORK

G.

The Contractor agrees to provide all _____ services in accordance with the County's Request for Proposals (RFP) No. XX-XXXXXX for _____, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County.

ARTICLE V. GENERAL CONDITIONS

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

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

shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

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

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

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

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

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

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

other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;

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

DeKalb County, Georgia
Director of Purchasing & Contracting

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

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

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

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

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

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

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

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

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

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

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

submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

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

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

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

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

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

K.

L. [SIGNATURES CONTINUE ON NEXT PAGE]

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

DEKALB
COUNTY, GEORGIA

By: _____(SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Department Director

_____ **by Dir.**(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

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

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
Contractor's Cost Proposal

The County's Request for
Proposals (RFP) No.XX-XXXXXX

APPENDIX I

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

APPENDIX II

ATTACHMENT B

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government _____

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

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

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

_____;

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

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

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)

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

EXHIBIT 1
FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

WorkSource DeKalb 774 Jordan Lane, Building #4, Decatur, GA 30033 (404) 687-3400
www.worksourceDeKalb.org

An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name _____ of
 Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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

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

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

