



**DeKalb County
Department of Purchasing and Contracting**

February 3, 2020

REQUEST FOR PROPOSALS (RFP) NO. 20-500540

FOR

**EMS BILLING SERVICES FOR FIRE RESCUE
DEKALB COUNTY, GEORGIA**

Senior Procurement Agent: Brenda H. Redus
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Email: bredus@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: February 5, 2020 or February 12, 2020
(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
Dial-In: 770-414-2144 (PIN: 199812)

Pre-Proposal Conference: February 13, 2020 at 10:00 a.m.
Location: 1300 Commerce Drive, 2nd Floor,
Decatur, Georgia 30030

Deadline for Submission of Questions: 5:00 P.M. ET, February 14, 2020
Deadline for Receipt of Proposals: 3:00 P.M. ET, March 6, 2020
Price Schedule Opening: 3 – 5 Business days after Receipt of Proposals

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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EMS BILLING SERVICES FOR FIRE RESCUE

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with knowledge of and experience in providing billing services for ambulance “transports” and “non-transports” where on-scene emergency medical care was provided and for them to submit proposals for provision of **EMS Billing Services for Fire Rescue** for DeKalb County, Georgia.

I. INTRODUCTION

- A. Background - DeKalb County is Georgia’s third largest county with 753,253 residents calling it home. The population of DeKalb County increased by 9.8% between the last two census surveys and estimates from the Atlanta Regional Commission suggests that rate will climb to nearly 14% over the next 25 years. The population of DeKalb County comprises 17.7% of the “core” 10-county Atlanta region. According to the 2010 census there were 271,809 households, and 161,453 families residing in the county. The population density was 2,585.7 inhabitants per square mile and there were 304,968 housing units at an average housing density of 1,139.7 per square mile. The County has seen a housing growth rate of 16% since 2000 largely due to its maturation as an urban county with little available land. DeKalb County has the second highest percentage of multi-family units, 38.7%, in the 20-county Atlanta metro area. At 4.26 persons per acres, DeKalb is the most densely populated county in the 20-county Atlanta metro area.

DeKalb has emerged as one of Georgia’s most culturally diverse communities. More than 64 languages representing Asian, Hispanic, European and African cultures are spoken. The county has also become a resettlement location for African, Iraqi and Latino asylum seekers displaced by war or turbulent political circumstances. In a recent five-year period, DeKalb County welcomed over 90% of the refugees resettled in the state of Georgia. DeKalb is a combination community with urban and suburban characteristics represented throughout its 271 square miles. The racial makeup of the

county was 55.1% black or African American, 29.1% white, 8.6% Hispanic or Latino, and 6.5% Asian. The per capita income for the county is \$28,412. About 12.4% of families and 16.1% of the population are below the poverty line, including 24.2% of those under age 18 and 11.2% of those ages 65 or over.

DeKalb has 26 fire stations located throughout its geographic boundaries to provide efficient services to its residents and visitors. DeKalb County Fire Rescue currently operates two ambulance transports and is projecting to operate 8 to 10 ambulances in the near future. The two currently operating ambulances are assigned to Stations 17 and 22, and they respond only as the closest unit, or when demand exceeds the contracted private ambulance service's ability to respond in a timely manner.

B. General Information

1. The successful Contractor will provide billing services for ambulance transports provided by DeKalb County Fire Rescue Emergency Medical Services Division and non-transports where on-scene emergency medical care was provided by DeKalb County Fire Rescue EMS Division personnel, for potential Hazardous Materials Response billing, or other services billing.

On scene emergency medical care is defined as any diagnostic procedure such as:

- a physical examination
 - the obtaining of vital signs
 - acquirement of an electrocardiogram
 - non-invasive procedures, such as the application of a splint or the bandaging of a wound
 - invasive procedures, such as intravenous access and/or the administration of parenteral medications provided on the scene of an emergency by DeKalb County Fire Rescue.
2. Separate billing rates will be applied for transports versus non-transports. The overall cost for ambulance transport will include separate fees for mileage to a hospital or medical facility and medical supplies or medications utilized for patient care prior to and during transport. Billing rates and fees will be approved and authorized by DeKalb County Fire Rescue and the DeKalb County Board of Commissioners.
 3. DeKalb County Fire-Rescue currently runs two transport units that augment the system with the third party contracted ambulance provider. Based on historical data, the two DeKalb County Fire-Rescue transport units currently run less than 500 calls for service combined annually. However, DeKalb County Fire Rescue expects the number of calls for service for DCFR transport units to increase as the number of units increases.
 4. The successful Contractor will only provide billing services for DeKalb County Fire-Rescue units and will not provide billing to any contracted third party ambulance provider.

5. The successful Contractor shall comply with all applicable DeKalb County, State of Georgia, and Federal laws regarding billing for ambulance services.
6. DeKalb County Fire Rescue currently utilizes ImageTrend Elite software as a medium for patient care documentation. The successful Contractor will take any necessary means to attain and maintain compatibility with the County's patient care documentation software, which may include the purchase of upgraded software at the expense of the Contractor. During the course of the contract, should the County make the decision to change or upgrade its existing patient care documentation software, the Contractor would be required to make the necessary adjustments in order to maintain compatibility, at the Contractor's expense.
7. 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	

8. The services shall commence within thirty (30) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed in accordance with the terms and conditions of subsequently executed contract between the County and successful Contractor.
9. The initial term of this agreement will be for twelve (12) months. The contract may be renewed for four (4) successive one-year terms upon the same terms and conditions stated in the contract.
10. The County reserves the right to make one (1) award or multiple awards.

II. SCOPE OF WORK

A. GENERAL

1. It is the County's intent to enter into agreement with a firm that can provide and perform all necessary services related to the development, implementation, operation and maintenance of an emergency medical services (EMS) billing system.
2. All proposals submitted must provide appropriate documentation showing that the Responder meets or exceeds the requirements contained herein, as follows:
3. The successful Contractor will be expected to provide comprehensive emergency medical services electronic billing. The Contractor will be expected to function as an independent Contractor. Rates charged for ambulance transports shall be adopted by the DeKalb County Board of Commissioners and DeKalb County Fire Rescue. These rates are subject to change at any time.
4. The successful Contractor will provide technical assistance to DeKalb County Fire Rescue in the process of obtaining and maintaining the necessary credentials and licensure for attaining Medicare, Medicaid, and private insurance billing privileges.
5. The successful Contractor will be responsible for processing and refunding any overpayments to patients, Medicare, Medicaid, or insurance payors, as applicable.
6. The Contractor must maintain its credentials and provide changes to the County upon request, including: legal business name and designation, physical address, telephone number, fax number, email address, federal tax identification number, list of applicable members in the case of joint venture, list of officers of the Board of Directors/Trustees in the case of a corporation, list the partners in the case of a partnership, and the name of the parent company in the case of a subsidiary.
7. The successful Contractor will assist DeKalb County Fire Rescue in obtaining provider status and identification numbers with the Centers for Medicare and Medicaid Services and several private and commercial insurance companies, as applicable. If additional medical insurance carriers are added in the future, the successful Contractor shall automatically secure provider status and identification numbers with applicable medical insurance companies for DeKalb County Fire Rescue at no charge.
8. The successful Contractor shall operate during normal business hours of 8:00 am to 5:00 pm, EST, Monday through Friday with the exception of holidays.
9. The successful Contractor will be expected to perform all necessary services related to the development, implementation, operation, and maintenance of a medical billing system. This includes:
 - associated software/hardware
 - establishment of master files and sub files
 - an invoice tracking system

- an accounts receivable by patient name/account system
 - a cash management system
 - related financial reports
10. The successful Contractor will be expected to cooperate with DeKalb County Fire Rescue to determine the training, form requirements, necessary files, and other materials and services as required for initiating and maintaining these operations. Training shall include initial training for all DeKalb County Fire Rescue employees and two additional classes per year provided at no additional cost to DeKalb County Fire Rescue.
 11. The successful Contractor should report any notable trends in reporting deficits in documentation by Fire Rescue personnel that reflect negatively on successful billing and revenue collection. The successful Contractor should provide any necessary strategies or training that would improve documentation and decrease, if not, eliminate deficits in documentation by DeKalb County Fire Rescue personnel.
 12. The successful Contractor will provide a report monthly for accounts to be considered for write-off with:
 - patient's name
 - DeKalb County Fire Rescue case number/patient care report number
 - insurance type
 - insurance company name
 - account balance
 - Accounts determined to be uncollectable by the Contractor, will be written off of the Contractor's receivable balance. A monthly report detailing the accounts removed from the Accounts receivable balance must be provided to DeKalb County Fire Rescue with 100% accuracy.
 13. The write-off report must provide a total of the write-off dollar amount. If DeKalb County Fire Rescue determines filing denials are the result of the Contractor's actions or lack of actions, the Contractor will be responsible for reimbursing DeKalb County Fire Rescue for the lost revenue and will not be permitted to attempt to collect from the patient.
 14. DeKalb County Fire Rescue will be provided access to all DeKalb County Fire Rescue-applicable data transmitted to the Contractor. Approved DeKalb County Fire Rescue employees shall be provided the ability to process reports from said data utilizing approved report writing software.
 15. All monthly reports shall be provided to DeKalb County Fire Rescue by the 10th business day of the following month that is being reported on.
 16. The successful Contractor will provide monthly performance reports regarding DeKalb County Fire Rescue patient care data and performance to include, but not limited to, patient demographics, insurance information, patient/guarantor signatures.

17. The successful Contractor will provide DeKalb County Fire Rescue the ability to create a monthly report showing the net collection rate for the previous 12-month period.
18. This Contract is subject to, and the Contractor shall comply with, all statutes, ordinances, regulations, and rules of the Government of the United States, the State of Georgia, and DeKalb County.
19. This Contract is subject to and the Contractor shall comply with the provisions of all Federal statutes, regulations, and policies governing the Medicare and Medicaid programs, including but not limited to 42U.S.C. §§1396 et. Seq. Grants to States for Medical Assistance Programs, the Medicaid Act: 42 .S.C. §§ 1320-7 General provisions and Peer Review, relating to Medicare and Medicaid, including § 1320-a-7b(a), prohibiting, making, or causing to be made, false statements or representations, §1320-a-7(b), prohibiting illegal remunerations, § 1320c-9, prohibiting disclosure of information, Title 42, Code of Federal Regulations, Public Health, specifically, Chapter IV, Health Care Financing Administration and Chapter V, Office of the Inspector General, the Medicare Part B Medical Policy Manual (Nationwide Insurance Enterprise), and the False Claims Act, 33 U.S.C. § 3733(a)(1) et seq.
20. The Contractor shall ensure that all collection methods comply with all the applicable Federal, State, and Local laws, with particular attention to the Consumer Credit Protection Act, Federal Fair Debt Collection Practices Act, and all other applicable laws.
21. The successful Contractor shall have a comprehensive understanding of Medicare, Medicaid, and Medical Insurance rules, regulations, and procedures as they relate to operations in the State of Georgia and surrounding states.

The successful Contractor should possess the following qualities:

 - ample experience in the EMS billing industry
 - the ability to meet the needs of DeKalb County Fire Rescue
 - the ability to deliver a quality product
 - a history of integrity in the EMS billing industry
 - a history of success in the EMS billing industry
22. The successful Contractor shall provide a local or toll free telephone number for their office with the expectation of contact during normal business hours of 8:00 am to 5:00 pm, EST, Monday through Friday, with the exception of holidays, for the purpose of citizen inquiries regarding account status and payments.
23. The successful Contractor shall be responsible for answering all citizen inquiries as soon as possible.

24. The successful Contractor shall assist DeKalb County Fire Rescue with any discussions held with medical insurance carriers relevant to EMS billing and shall provide documentation and support on relevant topics, whenever possible.
25. The successful Contractor shall be responsible for determining what information shall be collected and retained to meet the criteria established by Medicare, Medicaid, and private medical insurance carriers for billing appeals, auditing, and other functions defined by applicable medical insurance carriers.
26. The successful Contractor shall design all internal forms deemed necessary to provide successful EMS billing. The design and syntax utilized in the forms shall be mutually agreed upon by the Contractor and DeKalb County Fire Rescue.
27. The successful Contractor shall provide DeKalb County Fire Rescue with a policies and procedures manual for the operations to be performed under this Contract.
28. The successful Contractor shall be required to meet standards of performance. These standards shall be reviewed quarterly and a progress report shall be submitted to DeKalb County Fire Rescue.
29. The successful Contractor shall provide systems maintenance regularly and provide system repairs, as necessary.
30. The successful Contractor shall provide a sufficient number of qualified and experienced application software and hardware personnel to rectify any problems that may arise during the testing, production installation, and maintenance period.
31. The successful Contractor shall provide DeKalb County Fire Rescue with an advanced notice of at least 72 hours prior to routine maintenance if access to the system will be affected.
32. The successful Contractor shall provide a system disaster recovery plan and a description of system backup and recovery plans.
33. The successful Contractor shall provide DeKalb County Fire Rescue access to the billing agency's central processing unit for the purpose of monitoring daily activity. Access to all transactions, notes, or activities made or modified on a patient's account shall be available to DeKalb County Fire Rescue.
34. The successful Contractor shall monitor any changes in Medicare, Medicaid, or private insurance laws related to the services provided by DeKalb County Fire Rescue.
35. The successful Contractor shall notify DeKalb County Fire Rescue prior to the effective date of such changes and provide DeKalb County Fire Rescue with any proposed strategies or actions to address the changes.

36. The successful Contractor shall monitor any enforcement actions, guidance, and advisory opinions related to EMS billing services and report any applicable information to DeKalb County Fire Rescue.
37. The successful Contractor shall provide an independent audit of DeKalb County Fire Rescue's accounts semi-annually. This service will be provided to DCFR at no additional charge.
38. The successful Contractor shall provide DCFR with an annual audit within 30 days past the end of the year. This service will be provided to DCFR at no additional charge.

B. DATA COLLECTION

39. DeKalb County Fire Rescue will provide the electronic patient care report in the National Emergency Medical Services Information System (NEMSIS) format with associated billing information for storage within the successful Contractor's system.
40. Electronic patient care report data will be transmitted daily to the successful Contractor.
41. DeKalb County Fire Rescue personnel will collect preliminary billing and demographic information. It shall be the responsibility of the successful Contractor to ensure that records are complete in order to perform billing services.
42. DeKalb County Fire Rescue shall continue to collect data on EMS responses. It shall be the responsibility of the successful Contractor to use this data to prepare reports, as applicable.

C. INPUT PROCESS

43. Within 30 days of the adoption of this Contract by the DeKalb County Board of Commissioners, the successful Contractor shall be responsible for contacting all hospitals receiving patients from DeKalb County Fire Rescue in order to establish procedures necessary to obtain billing and demographic information.
44. The successful Contractor shall be responsible for contacting patients, patient's families, financially responsible parties, employers, or any other parties necessary to obtain information regarding EMS billing.
45. The successful Contractor shall be responsible for the data entry of billing information and the processing and transmittal of EMS billing invoices to medical insurance carriers after all obtainable information has been received from DeKalb County Fire Rescue or other sources.
46. Within one month of the termination/expiration of the Contract, the successful Contractor will provide electronic data in their custody in a format to be determined by DeKalb County Fire Rescue.

47. The successful Contractor shall be responsible for the transfer of all electronic files, records, and other material maintained and necessary for the performance of the Contract. All expenses incurred will be the responsibility of the successful Contractor.
48. The successful Contractor shall be responsible for all costs and/or resources required to complete the interface with DeKalb County Fire Rescue's current electronic patient care report system, ImageTrend Elite.
49. DeKalb County Fire Rescue reserves the right to add fields to the EMS patient care report and the successful Contractor shall accommodate such changes at no additional cost to DeKalb County Fire Rescue.
50. DeKalb County Fire Rescue reserves the right to change or upgrade electronic patient care documentation software. The successful Contractor shall accommodate any patient care report upgrades at no additional cost to DeKalb County Fire Rescue.

D. REJECTION AND APPEAL

51. The successful Contractor shall be responsible for rejections and the pursuance of all appeals.
52. The successful Contractor shall guarantee posting of revenue regarding patient accounts.
53. The successful Contractor shall implement a billing process that utilizes subsequent notices. The language contained in these notices will be mutually agreed upon by the successful Contractor and DeKalb County Fire Rescue.
54. The successful Contractor shall be required to provide on-line ability (portal access) for patients or patient representatives to transact credit card payments.

E. REPORTING SYSTEM

55. The successful Contractor shall establish a comprehensive reporting system that will enable DeKalb County Fire Rescue to monitor the performance of EMS billing services. Reports must be designed to provide DeKalb County Fire Rescue with the information necessary to accurately measure performance. The reporting format shall be approved by DeKalb County Fire Rescue.
56. The successful Contractor shall have the ability to generate and deliver all statistical raw data and reports in a mutually agreeable format to be determined by the Contractor and DeKalb County Fire Rescue which will be utilized by authorized DeKalb County Fire Rescue personnel. DeKalb County Fire Rescue must invariably have the ability to electronically access the Contractor's billing software in order to print patient account information, invoices, and any other reports deemed necessary.
57. The successful Contractor will be responsible for the preparation and remittance of statistical information and reports through an electronic format which will be

compatible to both the Contractor's and DeKalb County Fire Rescue's computer systems and software.

58. The transmittal of protected patient health information between the Contractor and DeKalb County Fire Rescue must comply with the requirements and data transmittal policies of the Health Insurance Portability and Accountability Act.
59. Reports will include, but not be limited to the following:
 - Monthly detailed accounts receivable listing that agrees with the ending balance on the monthly accounts receivable reconciliation.
 - Monthly aged accounts receivable listing.
 - Monthly reconciliation of bank deposits with payments posted by the Contractor.
 - Daily report showing the service date and the date of filing of the claim.
 - Monthly report of the dollar amount and number of accounts not billable.
 - Monthly report of the number and dollar amount of transports billed.
 - Monthly report of the number and dollar amount of collections received.
 - Monthly report of the dollar amount and number of contractual write-offs and/or adjustments.
 - Monthly report of the dollar amount and number of claim denials.
 - Monthly report of the dollar amount of refunds.
60. Monthly report of the dollar amount and the number of accounts to be written-off, including an explanation.
61. The Contractor will be required to attest, by signature and date, that the required steps to collect for each applicable account have been followed.

F. SYSTEM

62. The successful Contractor shall be a direct electronic claims processor. Electronic claims shall be filed for Medicare and Medicaid for Georgia and surrounding States.
63. The successful Contractor must transmit and receive Medicare claims via the required national standard format or any future standard format Medicare or Medicaid may require.
64. The successful Contractor must utilize electronic claims with all commercial insurance carriers that accept electronic claims.

The successful Contractor will be responsible for consistently updating the billing system so that the system is in compliance with the current requirements established by medical insurance carriers. These actions include, but are not limited to, revisions of programming, updating Current Procedural Terminology coding and descriptions, and updating current International Classification of Diseases codes.

I. PROPOSAL FORMAT

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

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "**Cost Proposal for Request for Proposals No. 20-500540 for EMS Billing Services for Fire Rescue**" on the outside of the envelope.
2. The *separate 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.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS 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. 20-500540 for EMS Billing Services for Fire Rescue**" 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 (25 points):
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
 - b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project.
 - c. Describe the bidder's experience in diagnosing problems related to EMS billing including an adequate maintenance and technical support structure.
 - d. Describe a periodic software/system maintenance schedule that will be required.
 - e. Provide a user training manual.
 - f. Provide a list of any additional licenses that are necessary to fully operate all available aspects of proposed software, including reporting software.
 - g. Provide the name of the software system to be used that complies with ambulance billing requirements established by the Centers for Medicare and Medicaid Services.
 - h. Describe the software, system, and service needed to meet the requirements for

effective EMS billing services provided for DeKalb County Fire Rescue including all specifications and functional requirements.

- i. Describe the process for handling denied claims.
 - j. Describe the strategies focused on correcting problems associated with incomplete billing information.
 - k. Describe the method and methodology used to collect monies from past due accounts.
 - l. Describe the process by which DeKalb County Fire Rescue receives monies collected through the billing process.
 - m. Describe the methods used for coordination with hospitals to obtain billing information.
 - n. Describe the type of reporting information DeKalb County Fire Rescue may expect to receive from the responder and provide examples.
 - o. Describe the process for DeKalb County Fire Rescue to download records for use and review.
 - p. Describe the method to be used for interfacing with ImageTrend Elite electronic patient care reporting system including PDF download of patient reports.
 - q. Provide the method which DCFR will upload the following specific information of the uploaded patient care reports:
 - Patient demographics
 - Insurance
 - Guarantor
 - Medical procedures performed
 - Chief complaint
 - Reason for dispatch
 - Patients initial presentation
4. Project Management (20 points):
- a. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
 - b. Describe how the project will be organized and managed.
 - c. Describe progress reporting procedures for the project.
 - d. Include the anticipated use of subcontractors or vendors.
 - e. Describe the resources necessary to accomplish the purpose of the project.
 - f. Describe the process for notification of changes in State and Federal legislation and the process for incorporation of those changes into the billing system by the required change date.
 - g. Describe a proposed project management plan designed for the initial phase of this project including set-up.
 - h. Describe the process for retaining and sharing records with DeKalb County Fire Rescue upon future termination of contract.
 - i. Describe the commitment required from DeKalb County Fire Rescue during the initial and maintenance phase of the implementation of the Contractor's system.
 - j. Provide a system disaster recovery plan and a description of system backup and recovery plans.
 - k. Describe the methods utilized to assist DeKalb County Fire Rescue in establishing performance criteria for the purpose of establishing and maintaining a successful EMS billing model.

5. Personnel (5 points):
 - a. Identify the individuals who will be part of the project team. Include any outside personnel, such as subcontractors.
 - b. Provide detailed resumes of primary team members and all subcontractors who will be directly working on the project. This includes subcontractors for collection services.
 - c. Provide the name and title of the primary contact person and secondary contact person who will be assigned to provide services for DeKalb County Fire Rescue.
 - d. Disclose key business partners and/or contractor relationships.

6. Organizational Qualifications/Personnel/Company Experience (20 points):
 - a. Describe a primary business model focused on EMS billing.
 - b. Describe the responder's experience, capabilities and other qualifications for this project.
 - c. Provide the number of years that the responder has operated under the current company name.
 - d. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
 - e. Provide a company profile of the responder detailing company locations, number of employees, and the number of years of experience in the EMS billing industry.
 - f. Provide a description of the responder's business history, including any former names of the company, number of years in operation under each name if applicable, and the number of years the responder has provided EMS billing services.
 - g. Provide the responder's credentials including: legal business name and designation, physical address, telephone number, fax number, email address, federal tax identification number, list of applicable members in the case of joint venture, list of officers of the Board of Directors/Trustees in the case of a corporation, list the partners in the case of a partnership, and the name of the parent company in the case of a subsidiary.
 - h. Provide the responder's credentials in the field of EMS billing services.
 - i. Acknowledge and describe any investigations by the Georgia and/or United States Department of Justice and/or Centers for Medicare and Medicaid Services regarding EMS billing practices.
 - j. Describe why the responder is best qualified to offer EMS billing services to DeKalb County Fire Rescue.
 - k. Provide examples of system improvements that have been proposed to other customers that were implemented and the results following the implementation of those changes.
 - l. Provide the responder's customer service/customer relations policies.

7. Financial Responsibility (5 points):

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

8. References (5 points):
- a. The successful Contractor should provide at least three references with the following provisions:
 - i. Two of the references should represent entities that serve an area comparable to DeKalb County (population 700,000 +) or larger with a comparable number of EMS responses.
 - ii. One of the references should be an EMS Provider in the State of Georgia.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

C. DeKalb First Ordinance (LSBE) Program (10 points)

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference or 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.

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

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

II. CRITERIA FOR EVALUATION

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

- A. Cost (10 points)
- B. Technical Approach to the Project (25 points)
- C. Project Management (20 points)
- D. Personnel (5 Points)
- E. Organizational Qualifications/Personnel/Company Experience (20 points)
- F. Financial Responsibility (5 points)
- G. References (3 references comparable size of DeKalb County) (5 points)
- H. Local Small Business Enterprise Participation (10 points)
- I. Optional Interview (5 points) - bonus

III. 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 five (5) flash drives each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the drives); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on March 6, 2020.

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. 20-500540 for EMS Billing System for Fire Rescue"** on the outside of the envelope(s) or box(es).

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

C. Pre-Proposal Conference

A pre-proposal conference will be held at 10:00 a.m. on the 13th day of February, 2020 at The Maloof Building, 1300 Commerce Drive, 2nd Floor, Decatur, GA 30030. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Brenda H. Redus at (404) 371-4943 or email bredus@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 Brenda H. Redus, via email to bredus@dekalbcountyga.gov, no later than close of business on February 14, 2020. 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 Brenda H. Redus (404)371-4943 or send an email to bredus@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

F. Proposal Duration

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

G. Project Director/Contract Manager

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

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

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

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

K. Business License

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

L. Ethics Rules

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

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

M. Right to Audit

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

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

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

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

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

O. Cooperative Procurement

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

IV. 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,

Brenda H. Redus

Brenda H. Redus
Senior Procurement Agent
Department of Purchasing and Contracting

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

ATTACHMENT A

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

RFP NO. 20-500540 EMS BILLING SERVICES FOR DEKALB COUNTY

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. 20-500540 EMS Billing Services for DeKalb County" 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 PERCENTAGE OF NET COLLECTIONS (MINUS REFUNDS) that DeKalb County will receive for each bill collected (DeKalb County's portion) during the NORMAL billing process for (RFP) NO. 20-500540 EMS Billing Services for Fire Rescue DeKalb County, GA.

Amount: \$ _____

(State the amount in writing on this line.)

Company Name _____

ATTACHMENT B
PROPOSAL COVER SHEET

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 20-500540 EMS Billing Services for Fire & Rescue Dekalb County described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on March 6, 2020 until 3:00 p.m. (EST). 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 For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the

benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

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

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

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

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

EXHIBIT A

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

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

PRIME
BIDDER/PROPOSER _____

SOLICITATION NUMBER: **RFP No. 20-500540**

TITLE OF UNIT OF WORK – **EMS Billing Services for Fire & Rescue DeKalb County**

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 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:

_____ Date

(Authorized Signature and Title Required)

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

Notary Public

My Commission Expires: _____

EXHIBIT B

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

Instructions:

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

To: _____

(Name of Prime Contractor Firm)

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

ITB Number: RFP No. 20-500540

Project Name: EMS Billing Services for Fire & Rescue DeKalb County

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

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

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

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

ARTICLE I. CONTRACT TIME

The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within five (5) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

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

DeKalb County, Georgia
Attention: “USER DEPARTMENT”

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

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all _____ services in accordance with the County's Request for Proposals (RFP) No. 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. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

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

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

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

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

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

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

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

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination

of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. 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**

3. 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.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. 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.
6. 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.
7. 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.
8. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial

interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

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

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

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

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

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

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

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then

Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

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

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

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

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

If to the Contractor:

_____,

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

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

Name (Typed or Printed)

Title

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

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

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
Contractor's Cost Proposal

SAMPLE CONTRACT

APPENDIX I

SAMPLE CONTRACT

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

APPENDIX II

SAMPLE CONTRACT

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 G

RESPONDER AFFIDAVIT

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

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

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

Notary Public
My Commission Expires: _____



ATTACHMENT H

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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

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.

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**

