



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

September 27, 2021

REQUEST FOR PROPOSALS (RFP) No. 21-500572

FOR

**PROFESSIONAL SERVICES FOR MAPPING OF THE FLOODPLAIN
(THREE (3) YEAR MULTIYEAR CONTRACT)**

DEKALB COUNTY, GEORGIA

Procurement Agent:
Email:

Kyheem Bristol
kbristol@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting:
(Responders must attend 1 meeting on either
of the dates listed.)

September 29, 2021; October 6, 2021; or
October 13, 2021
(Meetings are held at 10:00 AM and 2:00 PM
ET) via Zoom video conference. Please visit our
webpage at
[https://www.dekalbcountyga.gov/purchasing-
contracting/dekalb-first-lsbe-program](https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program)
and then utilize the corresponding Zoom link for the
given meeting time.

Non-Mandatory Pre-Proposal Conference:

2:00 PM ET, October 14, 2021
via Zoom video conference:
<https://dekalbcountyga.zoom.us/j/82296471818>

Deadline for Submission of Questions:
Deadline for Receipt of Proposals:

5:00 PM ET, October 15, 2021
3:00 PM ET, November 5, 2021
via Zoom video conference:
<https://dekalbcountyga.zoom.us/j/81313278304>

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.

TABLE OF CONTENTS

| Section | Page |
|--|-------------|
| I. Purpose..... | 3 |
| II. Introduction..... | 3 |
| III. Statement of Work | 4 |
| IV. Proposal Format | 4 |
| A. Cost Proposal | 4 |
| B. Technical Proposal | 5 |
| C. DeKalb First Ordinance | 7 |
| D. Federal Work Authorization Program..... | 7 |
| V. Criteria for Evaluation | 7 |
| VI. Contract Administration..... | 8 |
| A. Standard County Contract..... | 8 |
| B. Submittal Instructions | 8 |
| C. Pre-Proposal Conference..... | 8 |
| D. Questions..... | 9 |
| E. Acknowledgement of Addenda | 9 |
| F. Proposal Duration | 9 |
| G. Project Director/Contract Manager..... | 9 |
| H. Expenses of Preparing Responses to this RFP..... | 9 |
| I. Georgia Open Records Act..... | 9 |
| J. First Source Jobs Ordinance..... | 10 |
| K. Business License | 10 |
| L. Ethic Rules..... | 10 |
| M. Right to Audit..... | 11 |
| N. Cooperative Agreement | 11 |
| VII. Award of Contract..... | 12 |
| VIII. List of Attachments..... | 12 |
| Attachment A. Proposal Cover Sheet | 13 |
| Attachment B. Scope of Services..... | 14 |
| Attachment C. Cost Proposal..... | 19 |
| Attachment D. Contractor Affidavit | 22 |
| Attachment E. Subcontractor Affidavit | 23 |
| Attachment F. Sub-subcontractor Affidavit..... | 24 |
| Attachment G. Contractor Reference and Release Form..... | 25 |
| Attachment H. Subcontractor Reference and Release Form..... | 26 |
| Attachment I. DeKalb First LSBE Information | 27 |
| Attachment J. First Source Jobs Ordinance Information and Exhibits | 36 |
| Attachment K. Sample County Contract | 40 |

I. PURPOSE

DeKalb County Government (the County) requests qualified and experienced engineering consultants to submit proposals in response to **RFP 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)** to conduct flood studies and mapping for DeKalb County to identify both existing and future land-use conditions floodplains as required by the Metropolitan North Georgia Water Planning District (the District).

II. INTRODUCTION

A. GENERAL INFORMATION

DeKalb County is located in a growing Atlanta Metro Area. The County is seeking proposals from Consultants to prepare floodplain mapping that establishes existing and future condition floodplains for streams with a drainage area of 100 acres and greater. The project is anticipated to include a total of approximately 200 stream miles of detailed flood studies. Floodplain management involves the designation of flood-prone areas and managing their uses. The Model Floodplain Management/Flood Damage Prevention Ordinance adopted by the District requires that the County regulate the floodplain that will be expected with future land-use conditions, which are based upon the communities' adopted future land-use map, zoning, or watershed study projections. In order to administer the ordinance, the County needs to map and model the County area until the future land-use conditions floodplains have been established for the entire County.

B. REQUIRED DOCUMENTS

The following Required Documents Checklist (page 4) includes a list of attachments which are requested to be completed and returned with Responder's Technical Proposal:

| Required Documents | Attachment |
|---|-------------------|
| Proposal Cover Sheet | A |
| Cost Proposal Form (1 copy, separate & sealed)* | C |
| Contractor Affidavit | D |
| Subcontractor Affidavit | E |
| Sub-subcontractor Affidavit | F |
| Contractor Reference and Release Form | G |
| Subcontractor Reference and Release Form (make additional copies as needed) | H |
| LSBE Documents – Exhibits 1 and 2* | I |
| First Source Jobs Ordinance Acknowledgement Form | J, Exhibit 1 |
| New Employee Tracking Form | J, Exhibit 2 |
| | |
| Exceptions to the Standard County Contract, if any | - |
| Business License | - |
| Professional Engineer (P.E) License for Georgia* | |

***Failure to return these attachments with your proposal will render your proposal non-responsive.**

III. STATEMENT OF WORK

Contractor shall provide services as defined in Attachment B, *Scope of Services*, attached hereto and included herein by reference.

IV. PROPOSAL FORMAT

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

A. COST PROPOSAL

1. The Cost Proposal shall be submitted on the *Cost Proposal Form*, Attachment C, in a separate, sealed envelope with the Responder’s name and **“Cost Proposal for Request for Proposals No. 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)”** on the outside of the envelope. **Responder shall not alter the Cost Proposal Form in any manner or provide pricing other than what is requested/outlined on the Cost Proposal Form.**
2. The sealed envelope containing the Cost Proposal is requested to be included in the sealed package containing the Technical Proposal.

3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THE COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.

B. TECHNICAL PROPOSAL

1. Responders should complete Attachment A, *Proposal Cover Sheet*, and include this as the **first page** of the Technical Proposal, followed by the Introduction, Technical Approach, Project Management, Personnel, Organizational Qualifications, Financial Statements, References, and the remaining required documents (see Section II.B. for the list of required documents). **To ensure that all requested information is captured in the proposal, Responder should use the format as provided below to respond to this RFP. The Technical Proposal shall not contain any cost information, or the proposal will be deemed non-responsive.**

2. Introduction:

Provide general information about your company to include:

- a. Firm name and address
- b. Former firm names, joint venture information, out of state offices, as applicable
- c. How many years the firm has operated under the current company name
- d. A statement of which office shall handle the project, if multiple offices exist
- e. A clear and concise response as to why the County should select your firm for this project
- f. A list of any litigations, arbitrations, or mediations in which the firm has been involved in the past five (5) years involving claims for more than \$50,000 made by a County against the firm or by the firm against the County, and indicate the disposition of each claim, the name of the County, and the nature of the claim
- g. A statement of whether the firm has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government
- h. A statement that the proposal shall remain in effect for and not be withdrawn for one-hundred twenty (120) days after the due date to the County.

3. Technical Approach:

- 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; and

- c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
4. Project Management:
 - a. Describe how the project will be organized and managed;
 - b. Describe progress reporting procedures for the project;
 - c. Include the anticipated use of subcontractors or vendors; and
 - d. Describe the resources necessary to accomplish the purpose of the project.
5. Personnel:
 - a. Identify the individuals who will be part of the project team;
 - b. Include any outside personnel, such as subcontractors; and
 - c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
6. Organizational Qualifications:
 - a. Describe Responder's experience, capabilities and other qualifications for this project;
 - b. How many years has Responder operated under current company name?
 - c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
 - d. Professional Engineer (P.E.) License: A copy of the Contractor's valid State of Georgia License. The contractor must be licensed in the state of project location and have been incorporated in the business in that state for a minimum of three (3) years.
7. Financial Responsibility:
 - a. Provide financial statements for the last three (3) years that evidences the Responder's financial capabilities to perform the Statement of Work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.)
 - b. Provide the Responder's year of incorporation along with financial information.
8. References:
 - a. Provide three (3) references for services similar in size and scope to the services described within this document using the *Contractor Reference and Release Form* attached hereto as Attachment G; and

- b. Provide three (3) references for each subcontractor proposed as 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 anticipated subcontract to the project outlined in this RFP. Use Attachment H, *Subcontractor Reference and Release Form*. Make additional copies as needed.

9. References:

Technical Proposals shall be submitted in a sealed envelope(s) or box(es) with Responder's name and "**Request for Proposals No. 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)**" on the outside of each envelope or box. **DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.**

C. DEKALB FIRST ORDINANCE

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified DeKalb First Local Small Business Enterprise (LSBE) Vendors may be found on the DeKalb County website.
2. It is required that all Responders attend the mandatory LSBE meeting within two- weeks of the solicitation's advertisement, and comply with, complete and submit all LSBE forms (Attachment I, DeKalb First LSBE Information with Exhibits 1 and 2) with the proposal in order to remain responsive. Attendance can be in person, via video conference and teleconference. Instructions for attendance via video/teleconference 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 our LSBE Program representatives at DeKalbFirstLSBE@dekalbcountyga.gov or (404) 371-4770.

D. FEDERAL WORK AUTHORIZATION PROGRAM CONTRACTOR AND SUBCONTRACTOR EVIDENCE OF COMPLIANCE

All qualifying Responders 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 K, *Sample County Contract*. Attachment D, *Contractor Affidavit*, should be completed and submitted with the Responder's proposal.

V. **CRITERIA FOR EVALUATION**

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

A. COST PROPOSAL (10 POINTS)

B. TECHNICAL PROPOSAL (80 POINTS):

1. Technical Approach (25 points)
2. Project Management (15 points)
3. Personnel (10 points)
4. Organizational Qualifications (20 points)
5. Financial Responsibility (5 points)
6. References (5 points)

C. LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION (2, 5, OR 10 POINTS)

D. INTERVIEWS (10 POINTS) – BONUS

The County reserves the right to conduct optional interviews with all Responders or a short-listed group of Responders. The Evaluation Committee may award a maximum of ten (10) points to each Responder selected. If the County determines that it is in its best interest to develop a short list of Responders, it shall be based on the following calculation:

Highest Responder Score – 10 points = Short-listed Score (Example: 91 – 10 = 81. Any responder with a score of 81 or greater would be short-listed.)

Responders selected to interview will be contacted in advance for scheduling.

VI. CONTRACT ADMINISTRATION

A. STANDARD COUNTY CONTRACT

The attached sample contract is the County’s standard contract document (see Attachment K), which specifically outlines the contractual responsibilities. All Responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Responder’s response to the request for proposals and clearly identified as “Exceptions to the County’s Standard Contract.” 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

1. **One (1) original Technical Proposal stamped “Original”, and six (6) identical copies, and one (1) compact disc or (1) USB flash drive containing an identical copy, of the Technical Proposal ONLY (do not include costs); and one (1) original Cost Proposal (see Section IV. A. for additional instructions regarding submittal of Cost Proposal), must be submitted to the following address no later than 3:00 PM ET on November 5, 2021.**

Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

2. Proposals must be clearly identified on the outside of the packaging with the Responder's name and "**Request for Proposals No. 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)**" on the outside of the envelope(s) or box(es).

C. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held via a Zoom video conference at 2:00 PM ET on October 14, 2021 at <https://dekalbcountyga.zoom.us/j/82296471818>. Interested Responders are strongly encouraged to attend and participate in this non-mandatory pre-proposal conference.

D. QUESTIONS

All questions concerning this RFP and requests for interpretation of the Contract may be asked and answered at the non-mandatory pre-proposal conference; however, **oral answers are not authoritative**. Questions must be submitted to Kyheem Bristol via email to kbristol@dekalbcountyga.gov by 5:00 PM ET on October 15, 2021. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date may not receive a response or be the subject of addenda.

E. ACKNOWLEDGEMENT 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. The Responder may send an email to kbristol@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. PROPOSAL DURATION

Proposals submitted in response to this RFP shall be valid for a period of one hundred twenty (120) days from the proposal submission deadline and must be so marked.

G. PROJECT DIRECTOR/CONTRACT MANAGER

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

Director/Contract Manager for resolution.

H. EXPENSES OF PREPARING RESPONSES TO THIS RFP

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

I. GEORGIA OPEN RECORDS ACT

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

J. FIRST SOURCE JOBS ORDINANCE

1. 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 as Attachment I, *First Source Jobs Ordinance (with Exhibits 1-4)* and submit with the Responder's proposal.
2. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

K. BUSINESS LICENSE

Upon contract award, the successful Responder shall submit a copy of its valid company business license. If the Responder is a Georgia corporation, Responder shall submit a valid county or city business license. If the Responder is not a Georgia corporation, Responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If Responder holds a professional certification which is licensed by the state of Georgia, then Responder shall submit a copy of

its valid professional license. Any license submitted in response to this requirement shall be maintained by the Responder for the duration of the contract.

L. ETHICS RULES

1. Responders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.
2. 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

1. 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.
2. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

N. COOPERATIVE PROCUREMENT

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from another city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms and conditions to the entity. Piggybacking shall only be available where competition was used to secure the contract and only for a period of

twelve (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.

VII. AWARD OF CONTRACT

- A. An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.
- B. 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.
- C. The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision of contract award.
- D. **The County reserves the right to make one (1) award or multiple awards, to reject any and all proposals, to waive informalities, and to re-advertise.**

Sincerely,

Kyheem Bristol
Procurement Agent
Department of Purchasing and Contracting

VIII. LIST OF ATTACHMENTS

- | | |
|---------------|---|
| Attachment A: | Proposal Cover Sheet |
| Attachment B: | Scope of Services |
| Attachment C: | Cost Proposal |
| Attachment D: | Contractor Affidavit |
| Attachment E: | Subcontractor Affidavit |
| Attachment F: | Sub-subcontractor Affidavit |
| Attachment G: | Contractor Reference and Release Form |
| Attachment H: | Subcontractor Reference and Release Form |
| Attachment I: | DeKalb First LSBE Information with Exhibits 1-2 |
| Attachment J: | First Source Jobs Ordinance Information with Exhibits 1-4 |
| Attachment K: | Sample Contract |

ATTACHMENT A

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 |
| Are you a DeKalb County Firm? Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 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 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract) described herein will be received in the Purchasing and Contracting Department, The Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030 on <u>November 5, 2021</u>.</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> | | | |
| Proposal Cover Sheet should be signed by a representative of Responder with the authority to bind Responder to all terms, conditions, services, and financial responsibilities in the submitted Proposal. | | | |
| Authorized Representative Signature(s) | | Title(s) | |
| Type or Print Name(s) | | Date | |

ATTACHMENT B

SCOPE OF SERVICES

I. Existing and Future Floodplain Delineation

The Consultant shall conduct hydrologic and hydraulic analysis and mapping of the existing and future land-use conditions floodplains in accordance with the District and to the standards required by the Federal Emergency Management Agency (FEMA) for a detailed study. Existing and future land-use conditions floodplains will be established to the 100-acre basin within watersheds as directed by the County. It is estimated that 20% to 40% of the total stream miles will be studied annually until the future land-use conditions floodplain mapping is complete. The actual stream miles to be studied will depend on funding.

The consultant will utilize the latest versions of the US Army Corps of Engineers (USACE) hydrologic engineering software to develop existing and future land-use conditions hydrology. Digital Geographic Information System (GIS) files will be made available to the selected consultant. The files will include the latest topography, aerial photography, planimetrics, structure inventory, future land-uses, and zoning.

All survey and GIS data must be provided in NAD83 State Plane Georgia West (Feet) horizontal projection and NAVD88 (feet) Vertical datum.

II. Explanation of Scope

A. Description of Tasks:

The Work to be accomplished under the Contract resulting from this RFP is divided into seven (7) major tasks:

TASK 1 - SURVEY AND DATA COLLECTION FOR DETAILED STUDIES

The Consultant shall perform all new ground survey and disregard any previous structure and cross-section information from FEMA studies. All ground survey for detailed studies should be performed in accordance with FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners including Appendices A and M for Full Detail Studies. This data must be Survey Grade with a minimum horizontal accuracy of 1/10th foot Horizontal Accuracy and 1/10th foot vertical accuracy.

Cross-sections must be defined at sufficient intervals such that the conveyance capacity of the stream and adjacent floodplain can be accurately estimated. Detailed ground survey should be performed for:

- Culverts including upstream and downstream natural cross-sections;
- Bridges including upstream and downstream natural cross-sections;
- Dams, including a downstream natural cross-section;
- At least 2 natural cross-sections per stream mile in addition to those surveyed at structures should be collected at critical locations. Cross sections should capture the full channel and extend approximately 50-feet either side of the top of banks. The County's digital topography will be used to extend these cross sections in the overbanks, and;
- Additional sections will be used where needed and will be cut from the County's digital

topography in accordance with FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners. Channel dimensions not captured by the digital topography will be assumed using adjacent survey cross-section channel geometry.

TASK 2 - CAPITAL IMPROVEMENT PROJECTS

The Consultant shall identify Capital Improvement Projects (CIP) as roadway stream crossings within the study area that have existing 100-year flood stages that overtop the roadway or where the structure does not provide 1.5 feet of freeboard between the 100-year water surface and the roadway elevation. Hydrologic Engineering Center (HEC) runs shall be made with each location independent of the others.

The Consultant shall provide a report to the County with a ranked order of CIP's, a description, hydrologic and hydraulic modeling, and a planning level cost estimate for each CIP.

TASK 3 - HYDROLOGIC AND HYDRAULIC ANALYSIS

The Consultant will utilize the latest versions of USACE HEC-HMS hydrologic engineering software and HEC-RAS hydraulic engineering software to establish existing and future land-use conditions floodplain in DeKalb County. Reservoir routing is required for all dam and culvert structures so that flood elevations are not overestimated. For detailed studies, the 2-, 10-, 50-, 100- and 500-year flood profiles must be modeled for both existing and future land-use conditions.

The Consultant will use the latest versions of the following software for the work:

- ArcHydro and HEC-GeoHMS to process hydrologic data;
- HEC-HMS to develop the hydrology;
- HEC-GeoRAS to process hydraulic data, and;
- HEC-RAS to develop the hydraulics.

All software proposed for the work shall be described in the project approach. The use of any proprietary database systems will be looked at as a disadvantage during the proposal evaluation process.

The Consultant shall perform floodway encroachment analysis and delineation that results in a floodway of sufficient width to convey the future land-use conditions flow. Floodplain and floodway delineations shall be performed for both the 100-year existing and 100-year future land-use conditions. All floodplains must pass FEMA's Floodplain Boundary Standard (FBS) with a 95% pass rate using 0.5-foot vertical and 10-foot horizontal tolerances, which exceeds the minimum standard set by FEMA but is more consistent with the quality of the County's GIS data. Certification that the streams studied meet the FBS with the tolerances stated above must be provided by the Consultant.

The Consultant shall also provide flood hazard depth grids for both existing and future land-use conditions floodplain for use in risk mapping, assessment, and planning. Flood hazard depth grids shall be a minimum 5-foot by 5-foot cell and return depth relative to ground elevation values of 1-, 2-, 10-, 50-, 100-, and 500-year flood.

TASK 4 - COMPARATIVE FLOODPLAIN ANALYSIS

The Consultant shall perform the following risk analysis task for all studied stream reaches. The FEMA effective and revised floodplain mapping shall be analyzed as described below and summarized in a short summary report for each watershed:

- a. A spatial analysis of the effective and revised floodplain mapping shall be performed for each watershed to quantify the changes in floodplain and floodway extents. The analysis should determine the total area added and removed from all Special Flood Hazard Areas (SFHA). The results shall be summarized by flood insurance rate zone and shall include total area added and removed from SFHAs.
- b. The Consultant shall perform an analysis of Base Flood Elevations (BFE) to compare the effective FEMA BFEs to the revised BFEs determined in the new studies. The results shall identify general statistics such as maximum increase and maximum decrease as well as specific locations with significant differences

TASK 5 - RISK ANALYSIS OF FLOODPRONE BUILDINGS AND ROADWAYS

The selected respondent(s) will be required to submit a monthly narrative report, along with a monthly invoice to the DeKalb County Office of Aging (OOA). The monthly report is a narrative report that details the specific services provided, outcomes, and accomplishments for each reporting period.

- a. **Update Building Layer:** The Consultant shall utilize recent aerial photography provided by the County to identify buildings not depicted in the county GIS buildings layer. The identified buildings shall be added to the analysis described above.
- b. **Identify Flood-prone Buildings and Roadways:** Using available GIS data from DeKalb County and available floodplain mapping, the Consultant shall identify all buildings that are located completely or partially within any effective or revised Special Flood Hazard Areas (SFHA). This analysis shall summarize the number of buildings that are removed, added, or remain within a SFHA. Parcel Identification Numbers (PIN) shall be identified for each building so that tax assessor data can be used to identify property addresses.

Flood-prone roadways shall be identified by reviewing the detailed hydraulic modeling. This list shall include roadway crossings that overtop in the 100-year, future conditions storm.

- c. **Estimate Flooding Depth:** Water surface elevations shall be estimated at each identified flood-prone building and roadway. This shall include the FEMA effective 100-year and the revised existing 10- and 100--year flood elevations. Lowest and highest adjacent grades shall be estimated using the County's digital terrain model. Water surface elevations and adjacent grades shall be used to estimate a range of flooding depths. The GIS building layer shall be updated with the calculated water surface elevations, adjacent grades, and flooding depths.

The Consultant shall also update the building layer with detailed data obtained during previous flood mitigation efforts by the County. This information includes surveyed Finished Floor Elevations.

- d. **Risk Analysis:** The flooding risk shall be estimated using the approximated flooding depths for the flood-prone buildings and roadways. A ranking matrix shall be developed by the consultant to prioritize the flood-prone structures.

TASK 6 - FLOODPLAIN MANAGEMENT SUPPORT SERVICES

The Consultant will perform professional services as requested by the County in support of floodplain management. These services shall include but not be limited to project scope development, geodatabase maintenance, FEMA submittal and approval, public information and outreach, support services for GEMA/FEMA grant applications, coordination with GA EPD, GEMA, and FEMA, assistance with floodplain determinations, coordination with other County Departments, flood study review, website maintenance, professional opinions and cooperating with the legal department, appraisers, and design consultants.

TASK 7 - DELIVERABLES

All survey and GIS data must be provided in NAD83 State Plane Georgia West (Feet) horizontal projection and NAVD88 (feet) Vertical datum. All GIS data shall be provided in ESRI geodatabase (version 9.3) formatted to match the geodatabase template provided by the County. The following deliverables shall be provided for each watershed:

- Digital survey data including ASCII files, data forms, field sketches, and photos
- Digital HEC-HMS hydraulic models for all studied streams;
- Digital ArcHydro geodatabase to support HEC-HMS for all studied streams;
- Digital HEC-RAS hydraulic models for all studied streams;
- Digital GeoRAS geodatabase to support HEC-RAS models;
- Existing and Future conditions floodplains and floodways for all studied streams presented fully spatially referenced in NAO 1983, State Plane Georgia West coordinate system as a shape file; all intermediate GIS files including but not limited to sub-basins, flow paths, cross sections, base flood elevations, stream lines, etc.;
- Digital profiles 1 Summary of Discharge Tables, and Floodway Data Tables;
- Capital Improvement Project report including hydrologic and hydraulic models;
- Risk Assessment Report including all digital data used in the analysis, and;
- Digital raster flood hazard depth grid for existing and future conditions land-use floodplain as described above.

The County intends the models to be "FEMA Ready," enabling them to be adopted by FEMA the next time the County's Digital Flood Insurance Rate Maps are updated. This will require full compliance with FEMA's Guidelines and Specifications for Flood Hazard Mapping.

B. Program Goals:

The selected Engineering Consultant (hereinafter referred to as the "Consultant") will assist the County in the preparation of floodplain maps that establish existing and future land-use conditions floodplains with a drainage area of one hundred (100) acres and greater in size. The project is anticipated to include a total of approximately 200 stream miles of detailed flood studies. Maintaining current flood insurance mapping is a critical part of the effort towards reducing a community's liability of flood hazard mitigation and increasing public safety. Additionally, this project will assist the County in assessing risk associated with flooding through improved flood hazard data that can be used to improve the County's Multi-jurisdictional Hazard Mitigation Plan.

C. Completion Schedules:

All work is to be completed over a three-year period from and including the date of acknowledgement of receipt of the Notice to Proceed ("Commencement Date").

D. Progress Reporting:

Consultant shall report activities to accomplish the work tasks in this RFP at least monthly or upon request of the County. This format will be determined by the DeKalb County.

E. Place of Performance:

The Consultant must be available to meet in person with DeKalb County Personnel within a 24-hour period of being notified.

F. Government-Furnished Property/Services:

The County will provide a meeting area at a DeKalb County facility when a meeting is requested by the County.

G. Contractor-Furnished Items:

The Consultant shall provide all needed supplies including, but not limited to pens, paper, audio recording equipment, computers, printers, telephones, calculators, and other furniture and equipment necessary for the rendering of contracted services.

[END OF SCOPE OF SERVICES]

ATTACHMENT C

(Consists of 3 pages)

COST PROPOSAL FORM

**RFP 21-500572 FOR PROFESSIONAL SERVICES FOR MAPPING OF THE FLOODPLAIN
(THREE (3) YEAR MULTIYEAR CONTRACT)**

Responder/Respondent: The Cost Proposal(s) must be submitted in a **separate, sealed envelope** with the Responder's name and **"Request for Proposals No. 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)"** clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he/she has carefully examined and fully understands the RFP in its entirety, and hereby agrees that if this proposal is accepted, the Responder will contract with DeKalb County according to the Request for Proposal documents.

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Signature of Contact Person: _____

Title of Contact
Person: _____

Telephone
Number: _____

Fax
Number: _____

E-mail
Address: _____

ATTACHMENT C

(Continued)

COST PROPOSAL FORM

**RFP 21-500572 FOR PROFESSIONAL SERVICES FOR MAPPING OF THE FLOODPLAIN
(THREE (3) YEAR MULTIYEAR CONTRACT)**

Cost estimates should be provided on a per-mile basis for Item Nos. 1 through 5. Item No. 1 includes a survey that assumes two (2) hydraulic structures per stream mile, two (2) natural cross-sections per stream mile, and one (1) capital improvement project (CIP) per stream mile. Unit costs for an additional hydraulic structure, additional natural cross-section, and additional CIPs must also be shown below. Responders are also required to submit their hourly rates as indicated below for Floodplain Management Support Services described in Attachment B. Scope of Services, Section II. Explanation of Scope, subsection A. Description of Tasks, Task 6 - Floodplain Management Support Services. Unit cost rates are to be inclusive of all project team members and subconsultants.

Unit prices stated below must include all labor, equipment, machinery, tools, apparatus, transportation, materials, supplies, supervision, payroll, additives such as overhead and profit, safety and traffic control devices, flagman, drafting, data reduction, signing, certifying studies, and incidentals.

| Item No. | Item Description | Estimated Quantity | Unit | Unit Price | Extended Price |
|-----------------|---|---------------------------|-------------|-------------------|-----------------------|
| 1. | Linear Mile of Stream | 1 | Each | \$ | \$ |
| 2. | Additional Hydraulic Structure | 1 | Each | \$ | \$ |
| 3. | Additional Natural Cross-Section | 1 | Each | \$ | \$ |
| 4. | CIP per stream mile | 1 | Each | \$ | \$ |
| 5. | Additional CIP | 1 | Each | \$ | \$ |
| 6. | Risk Assessment #1 Comparative per stream mile | 1 | Each | \$ | \$ |
| 7. | Risk Assessment #2 Buildings and Roadways per stream mile | 1 | Each | \$ | \$ |
| 8. | Principal | 1 | Hour | \$ | \$ |
| 9. | Project Manager (Georgia P.E. required) | 1 | Hour | \$ | \$ |
| 10. | Design Engineer | 1 | Hour | \$ | \$ |
| 11. | Engineer | 1 | Hour | \$ | \$ |
| 12. | Georgia Registered Land Surveyor | 1 | Hour | \$ | \$ |
| 13. | Construction Manager | 1 | Hour | \$ | \$ |
| 14. | Construction Inspector | 1 | Hour | \$ | \$ |
| 15. | Drafter/Technician | 1 | Hour | \$ | \$ |

| | | | | | |
|-----|----------------------------|---|------|----|----|
| 16. | Clerical | 1 | Hour | \$ | \$ |
| 17. | Instrument Man/Party Chief | 1 | Hour | \$ | \$ |
| 18. | Flagman (as required) | 1 | Hour | \$ | \$ |
| 19. | Data Reduction Technician | 1 | Hour | \$ | \$ |
| 20. | 2-Person Survey Crew | 1 | Hour | \$ | \$ |
| 21. | 3-Person Survey Crew | 1 | Hour | \$ | \$ |
| 22. | GIS Manager | 1 | Hour | \$ | \$ |
| 23. | GIS Analyst | 1 | Hour | \$ | \$ |
| 24. | GIS Technician | 1 | Hour | \$ | \$ |
| 25. | Outreach Coordinator | 1 | Hour | \$ | \$ |

Enter Total Amount for All Line Items):

_____ \$ _____
(State in words on the line above.) (In figures)

ATTACHMENT D

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

RFP 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)
Name of Project

DeKalb County, Georgia
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

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

RFP 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)
Name of Project

DeKalb County, Georgia
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

ATTACHMENT F

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

RFP 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)
Name of Project

DeKalb County Georgia Government
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT G

CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT H

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT I

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

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

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

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

| |
|---|
| Percentage of LSBE Participation Required |
| 20% of Total Award |

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20%

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

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

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

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

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

EXHIBIT 1

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

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

PRIME BIDDER/RESPONDER: _____

SOLICITATION NUMBER: 21-500572

TITLE OF UNIT OF WORK: Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)

My firm, as the prime bidder/Responder on this unit of work, is a certified (check all that apply):
 ___ LSBE-DeKalb ___ LSBE-MSA

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

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

3. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit 2".

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

EXHIBIT 1

(Continued)

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

Please attach additional pages, if necessary.

EXHIBIT 1

(Continued)

**DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS**

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

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

EXHIBIT 1

(Continued)

**DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS**

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

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

EXHIBIT 1

(Continued)

BIDDER/RESPONDER STATEMENT OF COMPLIANCE

Bidder(s)/Responder(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder 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.

EXHIBIT 1

(Continued)

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

2. Commitment

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

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this ____ day of _____, 2021 .

Notary Public

My Commission Expires: _____

EXHIBIT 2

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

Instructions:

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

To: _____
(Name of Prime Contractor Firm)

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

RFP Number: 21-500572

Project Name: Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract)

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 J

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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

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



FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

| Type of Position(s) you anticipate hiring: (List position title, one position per line) Attach job description per job title: | The number you anticipate hiring: | Timeline |
|--|--|-----------------|
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Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

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



FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3
BUSINESS SERVICE REQUEST FORM

Please complete this form for each position that you have available.

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

COMPANY NAME: _____ **WEBSITE:** _____

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: _____ **TITLE:** _____

CONTACT E-MAIL ADDRESS: _____ **CONTACT PHONE:** _____

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

JOB DESCRIPTION: *(Please include a copy of the Job Description)*

POSITION TITLE: _____

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

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

SALARY RATE (OR RANGE): _____ **SPECIFIC WORK SCHEDULE:** _____

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO **SELECT ALL THAT APPLY:**

CREDIT CHECK DRUG MVR BACKGROUND OTHER

HOW TO APPLY:

Please return form to: jbblack@dekalbcountyga.gov

| | |
|---|---|
| DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY | |
| SYSTEM TYPE: | <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX) |
| ENTRY DATE: | _____ |
| ASSIGNED TO: | _____ DATE: _____ |

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

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 4

**EMPLOYMENT ROSTER
DeKalb County**

| Contract Number: _____ | | | | | | | | |
|-------------------------------|-----------|------------|--------------------|----------------------------------|---|------------------------------------|-----------------------------------|-----------------------------|
| Project Name: _____ | | | | | | | | |
| Contractor: _____ | | | | | | | Date: _____ | |
| Name | Position: | Start Date | Hourly Rate of Pay | Hired for this Project? (yes/no) | Anticipated Length of Employment (Months) | % of Time Dedicated to the Project | Full or Part Time? (No. of Hours) | Georgia County of Residency |
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WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.

ATTACHMENT K

COUNTY'S SAMPLE CONTRACT

**AGREEMENT FOR PROFESSIONAL SERVICES
(Sample County Contract)
DEKALB COUNTY, GEORGIA**

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

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

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the date of the Notice to Proceed (the “Commencement Date”). This Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20__ , 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 II. 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.

Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalbbsbe.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.dekalbbsbe.info

ARTICLE III. SCOPE OF SERVICES

The Contractor agrees to provide all _____ services in accordance with the County's Request for Proposals (RFP) No. 21-500572 for Professional Services for Mapping of the Floodplain (Three (3) Year Multiyear Contract), attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE IV. 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, unilaterally 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. All notices sent to said address shall be binding upon the Contractor unless said address is changed by the Contractor in writing to the County and has received acknowledgement from the County. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as

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

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as

underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate

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

DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

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

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

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees,

and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

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

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

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

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

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

T. Severability If any provision of this Contract or the application thereof to any person or

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: 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 (3) counterparts, each to be considered as an original by their authorized representative.

NAME OF CONTRACTOR

DEKALB COUNTY, GEORGIA

By: _____(SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

_____ **by Dir.**(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

Title

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

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
(Sample County Contract)

CONTRACTOR'S COST PROPOSAL

ATTACHMENT B
(Sample County Contract)

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
(Sample County Contract)

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
(Sample County Contract)

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
(Sample County Contract)

CERTIFICATE OF CORPORATE AUTHORITY

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 E
(Sample County Contract)

ARTICLES OF ORGANIZATION

{Insert}

ATTACHMENT E
(Sample County Contract)

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

I, _____, ⁽¹⁾ certify that

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract for Construction dated _____ with DeKalb County, issued pursuant to Invitation to Bid or Request for Proposal No. _____;
3. Venturer is organized and incorporated to do business under the laws of the State of _____;
4. _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and
5. Said Contract was duly signed by said officer for and in behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.
6. I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

INSTRUCTIONS:

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

MAKE COPIES OF THIS FORM AND SUBMIT A SEPARATE FORM FOR EACH JOINT VENTURE PARTNER.

ATTACHMENT F
(Sample County Contract)

OTHER REQUIRED DOCUMENTS

(Sample County Contract)
APPENDIX I

“Excerpts from the Contractor’s
Response to the County’s Request for
Proposals (RFP) No. 21-500572”

(Sample County Contract)

APPENDIX II

END OF ATTACHMENT K OF REP 21-500572
SAMPLE COUNTY CONTRACT