



**DeKalb County  
Department of Purchasing and Contracting**

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May 31, 2021

**REQUEST FOR PROPOSALS (RFP) NO. 21-500586**

**FOR**

**EMERGENCY NOTIFICATION SYSTEM (ENS)  
(MULTI-YEAR CONTRACT)**

Procurement Agent: Lola O. Awonusi  
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**Mandatory DeKalb First LSBE Meeting:** **June 02, 2021 or June 09, 2021**  
(Bidders must attend 1 meeting on either of the dates listed.)  
(Meetings are held at 10:00 a.m. and 2:00 p.m.)  
Video Conference: Utilize the link supplied on our webpage labeled “DeKalb First LSBE Video Meeting”  
<https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-firstlsbe-program>

Deadline for Submission of Questions: 5:00 P.M. ET, Monday, June 14, 2021

**Deadline for Receipt of Proposals: 3:00 P.M. ET, Monday, June 28, 2021**

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

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**DeKalb County**  
**Department of Purchasing and Contracting**  
Malooof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

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May 31, 2021

**REQUEST FOR PROPOSAL (RFP) No. 21-500586**

**FOR**

**EMERGENCY NOTIFICATION SYSTEM (ENS)**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience and expertise in Emergency Notification Systems (ENS) to submit proposals for an all-inclusive Emergency Notification solution.

**i. INTRODUCTION**

A. General Information – DeKalb County is seeking professional service, as well as customer and technical support for an all-inclusive Emergency Notification solution for the DeKalb Emergency Management Agency (DEMA). This service will allow users to send text and voice messages to recipients for the purpose of communicating matters of public interest and urgent concern. This qualified ENS solution will permit DEMA to meet the criteria for the National Weather Service’s Storm-Ready Program certification by providing an additional way to receive severe weather warnings and forecasts to alert the public. The initial term of this agreement will be for twelve (12) months. The contract may be automatically renewed for four (4) successive one-year terms upon the same terms and conditions stated in the contract.

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

<b>Required Documents</b>	<b>Attachment</b>
Minimum Requirements Checklist	Schedule A
Functional Requirements Checklist	Schedule B
Cost Proposal Form (1 hard copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form	D

(make additional copies as needed)	
LSBE Documents – Exhibits A and B	E
Responder Affidavit	F
First Source Jobs Ordinance (with Exhibits 1 – 4)	G
Financial Statements (Last 3 years)	
Exceptions to the Standard County Contract, if any	

C. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within five (5) years.

D. The County reserves the right to make one (1) award or multiple awards.

**ii. SCOPE OF WORK –**

**i. INTRODUCTION**

DeKalb County is responsible for the safety of hundreds of thousands of lives of a diverse and fluctuating population. The County is situated on a natural ridge that runs between Atlanta and Athens: The Continental Divide. DeKalb County cities include Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain. DeKalb County has a population over 759,297 (as of July 2019 estimated – U.S. Census Bureau). DeKalb County is Georgia’s most culturally diverse County with over 64 spoken languages.

In order to assure our citizens and visitors of a safe living and working environment, we must be able to warn them of potential risks and dangers. DeKalb County is seeking to establish a 5-year contract with a provider of a fully operational emergency telephone notification system and service. The provider will be responsible for the complete definition, delivery, integration, training and implementation of the system. This system would be used in the event of man-made and natural disasters, or the threat to citizens, in a known or given geographical area of our county. The system should be linked to national warning systems, as well as allow for pre-scripted and tailor-made messages and warnings generated by designated members of the DeKalb County Government.

While every effort has been made to ensure the accuracy and completeness of information in the Request for Proposal, we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the County.

**ii. STATEMENT OF WORK**

The Successful Responder shall provide the following services using the described system:

A. The provider must be able to send voice messages to multiple types of devices (land-line

telephone, cell phone) and text messages to multiple types of devices, including e-mail and (TeleTYpe) TTY messages.

- B. The system annual fee must include a call bank of 700,000 minutes to draw down from for emergency messaging. If calls are rounded up or down, the increments must be explicitly stated. All unused minutes must rollover to the next contract period. The system must be able to repeatedly attempt redials for all numbers where there is no answer.
- C. The system must offer a text-to-text language translation. The English and Spanish languages must be supported at a minimum.
- D. The system must be able to automatically extract home language from a citizen contact record and automatically deliver the messages in the appropriate language. The system must offer a text-to-text language translation.
- E. The system must be pre-loaded with local government-specific scripts for tests, alerts, and other anticipated events.
- F. The system must be able to record and archive messages for future delivery.
- G. The system must provide on-line reports documenting notification results as well as other reports, such as monthly usage.
- H. The system should allow all mass notification report data to be updated in real-time and exported to a current version of Microsoft Excel or equivalent.
- I. The system must have a toll-free phone number that a recipient can call to hear the messages that they have received.
- J. The system must allow an unlimited number of DeKalb County Government groups and subgroups to be created.
- K. The system must provide the ability to automate the placement of calls to unique numbers, so that routine reminders can be sent to individual recipients, subgroups or groups.
- L. The mass notification system should incorporate the use of a mapping tool that allows the user to designate a specific area to be notified.
- M. The system must allow users to target recipients using, at a minimum:
  - 1. Radius
  - 2. Free-form polygon
  - 3. GIS-generated boundary file
- N. The system must be able to provide automatic alerting for National Weather Service warnings.

### **iii. MINIMUM QUALIFICATIONS**

The following are minimum qualifications that the vendor must meet for their proposal submittal to be eligible for evaluation. The County provides a table below, (**Schedule A -Minimum Qualifications Checklist**) that allows vendors to explain compliance with these minimum qualifications.

The Evaluation Committee may choose to determine if a vendor meets minimum qualifications by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how the minimum qualifications are met without looking at any other material. Minimum qualifications are scored on a pass/fail basis. Those that are not clearly responsive to these minimum qualifications may be rejected by the County without further consideration.

The responding systems implementer must have:

- I. Product implementations in at least three (3) large (i.e., minimum of 250,000 population) cities and/or counties with at least one (1) year of active use of the proposed solution.
- II. Been in business for at least three (3) years providing the proposal solution. If a subsidiary of a larger corporation, the County will assess the history of the subsidiary, not the parent company.
- III. A minimum of five (5) current clients with populations of at least 100,000 actively using the proposal solution (i.e., not implementing). The implementations cited in #1 can also be cited in this answer.
- IV. Be the Software Manufacturer or Certified/Authorized Reseller of the proposed automation:

If the proposer is not the software developer, proposer shall submit with the proposal a current, dated, and signed authorization from the software developer that the proposer is an authorized distributor, dealer or service representative and is authorized to sell the software. Failure to comply with this requirement may result in proposal rejection. This includes the certification to license the product and offer in-house support, maintenance, technical training assistance, and warranty services.

## SCHEDULE A

### MINIMUM QUALIFICATIONS CHECKLIST

Please check the applicable box to signify compliance or non-compliance to each minimum qualification. If you do comply, describe exactly how you achieve each minimum qualification. The determination that you have achieved all the minimum qualifications is made from this document or a document with the same information.

Item #	Minimum Qualification	Complies	Does <u>Not</u> Comply	If you comply, describe how you meet the minimum qualification.
1	Product implementations in at least three (3) large (i.e., minimum of 250,000 population) public agencies (cities, counties, states, regional entities, federal agencies) with at least one (1) year of active use of the proposed solution.			
2	Been in business for at least three (3) years providing the proposal solution. If a subsidiary of a larger corporation, the County will assess the history of the subsidiary, not the parent company.			
3	A minimum of two (2) additional (not counting clients listed in #1) current public clients actively using the proposal solution (i.e., not implementing). Each client's population must be greater than or equal to 100,000.			
4.	Software Manufacturer or Certified/Authorized Reseller of the proposed automation:  If the proposer is not the software developer, proposer shall submit with the proposal a current, dated, and signed authorization from the software developer that the proposer is an authorized distributor, dealer or service representative and is authorized to sell the software. Failure to comply with this requirement may result in proposal rejection. This includes the certification to license the product and offer in-house service, maintenance, technical training assistance, and availability of warranty services, including of spare parts and replacement units if applicable.			

iv. **TECHNOLOGY AND NOTIFICATION SERVICE REQUIREMENTS**

A. System Technology

- i. The service provider must not utilize on-site hardware or software (other than an Internet browser) or additional phone lines to deliver any types of message notifications.
- ii. The provider must be able to support automated and secured contact data upload and updates from the customer's existing employee database system or other public databases on a periodic basis.
- iii. The provider's system must be configurable to provide specific user rights, restricting data access and administrative oversight to the appropriate DeKalb County Government personnel.

B. Notification Service Citizen – Data Acquisition

- i. The provider must provide commercially available residential and business phone numbers and disclose where those numbers are generated from (public or internet directory, power company, etc.), how frequently they are updated, and whether any fees are associated with updates.
- ii. The provider must have the ability to correlate the data imported from different databases to prevent duplication.
- iii. The provider must append the latitude and longitude geo-coding information to these phone numbers and describe how frequently phone numbers/geo-codes are updated, and whether any fees are associated with updates.
- iv. The provider must provide a DeKalb County-specific website for additional data collection:
  - a. The website must have the capability to add custom text as needed.
  - b. State if there is a charge to DeKalb County in order for the provider to implement, customize and maintain the data collection website.
  - c. State if the service provider also includes annual advertising and promotion costs, to notify the DeKalb County citizens of this emergency notification website and associated contact list preferences.

C. Notification Service – User Capability

- i. The mass notification activation process must be easy to use and allow for a standard telephone and computer Internet connection.

v. **MASS EMERGENCY NOTIFICATION SERVICE LEVEL REQUIREMENTS**

This section presents the requirements for the County's software and service standards.

A. Mass Notification System Security

- i. Provide a description of existing company policies, industry standards



and procedures to ensure both notification system security and data transmission security.

- ii. The provider must provide a description of their policy regarding storage, retention, and distribution of data. The provider must state the company non-release policy for data.
- iii. Provider must describe the security features of the mass notification service that will prevent unauthorized access.
- iv. Provider must return all DeKalb County-specific data and associated databases upon termination of the contract at no additional cost to DeKalb County Government.

#### B. Mass Notification System Redundancy

1. The provider must describe all mass notification system redundancies and capabilities. For example, those found through the use of multiple telecommunications providers, multiple servers and across different power grids.
2. The provider must describe its data backup policy and utilize mirrored server sites for disaster backup.
3. The provider should describe its business continuity plan that allows failover to a redundant or backup disaster site with equal capability as the primary site. The mass notification service provider must state its recovery time for complete failover.
4. The provider must be able to describe ongoing maintenance and system testing procedures.

#### C. Mass Notification Service Capacity:

1. The provider must state the maximum mass notification service call capacity (voice messages to unique phone numbers) and corresponding message length on a per-hour basis.  
Although, the number of existing contacts in the current emergency notification system is about 290,196, consisting of 53,541 business contacts and 238,504 residential contacts, DeKalb County Government is interested in providing the capability to deliver a high volume of calls over a short period of time to effectively notify its growing population of over 750,000 citizens, based on the number of associated address locations.  
Please explain call volume capabilities and limitations.
2. State what percentage of the provider's available voice capacity is currently used on a daily average basis and the priority that will be assigned to DeKalb County Government should a mass event affecting a multi-state area occur.
3. The provider must also state its capacity for sending e-mail and text messages, how many can be sent initially and grouped for sequencing.

**Note:** We have provided the volume of voice calls, text, email sent out in our most recent launches, below:

(This information is for reference only. Actual volume may vary, and The County reserves the right to increase or decrease the volume, without affecting the responder's quote or the terms and conditions of the RFP.)

- 12/31/2020 New Year's Eve COVID-19 Safety Message
  - o Emails: 18,189
  - o Texts: 24,679
- 11/25/2020 Thanksgiving COVID-19 Safety Message
  - o Emails: 21,179
  - o Texts: 29,749
- 8/15/2020 Stone Mountain Protest Safety Message
  - o Emails: 2,357
  - o Texts: 3,055

D. Mass Notification System Reliability

1. The provider must discuss how it will handle "last mile" delivery congestion issues. How does the notification system detect local telephone company infrastructure limitations and adjust the volume of calls as needed to increase throughput?
2. The provider must provide evidence of actual experience in successful call delivery during times of highly impacted capacity in the area being notified of an emergency (e.g., hurricane, flood, tornado, etc.).

E. Customer Support

1. The provider must offer unlimited 24/7/365 (include 366 days during leap year) customer and technical support (including holidays) for all users through a toll-free phone number at no additional cost.
2. The provider's support time must be 15 minutes or less for all issues, at all times of day or night.
3. The provider's customer support personnel must be full-time, company-employed customer service professionals.
4. The provider's customer service staff must be located in the United States.
5. The provider must not outsource customer support to either a domestic or international call center(s).
6. Upgrades, updates, and enhancements must be included in the annual service cost. Provider must detail its process for implementing upgrades and enhancements to the existing notification system and service.

vi. **PROFESSIONAL SERVICES**

This section describes the services to be provided by the successful proposer in the course of implementing the system.

A. Notification Service Solution Definition

The proposal should include an executive summary describing the overall notification service implementation plan. The successful vendor shall develop detailed plans to be included as deliverables in the contract.

The proposer must include the required hours to evaluate the current system and notification processes and procedures and recommend necessary changes to effectively and most efficiently implement the proposed solution. Implementation services will need to be extensive with the proposer providing most of the effort in both documenting/integrating this notification service in the existing processes and configuration of the system. However, there should be enough training during the implementation to allow the County to support this emergency notification service as needed after implementation is complete.

#### B. Implementation Planning

1. The provider must present a preliminary implementation plan with a timeline from contract signature through user training with clearly identified roles and responsibilities for both provider and DeKalb County Government.
2. The provider must present during the implementation and training phase an articulated plan for best practices for use and how the notification service adheres to existing protocols for emergency communications.

#### C. Training

1. The provider must detail all expenses associated with initial training for all users, re-training, and new user training as part of the cost. The provider must also disclose all costs associated with on-site training including travel and per-day fees.
2. The provider must describe the training courses, length and training materials provided to DeKalb County Government personnel.
3. Training must be provided at a site of client's choosing, or via a live meeting environment if requested.

#### D. User Training Manual

Provider shall recommend best practices and system configuration for effective system set up. Using this information, the vendor will prepare a document that defines all workflow processes and procedures for users. The provider shall provide a sample of the typical document or implementation approach as part of the response.

#### E. Mass Notification Service Testing

The types and amounts of system and notification testing that will be supplied shall be described. The provider shall include a plan that results in acceptable testing for notification service acceptance.

## F. Interface to Existing Systems

The proposed notification service will need to allow DeKalb County citizens and businesses to update contact information accessible from the existing DeKalb County Web-site. DeKalb County citizens and businesses will need to have the ability to access a self-registration Web-page to provide additional contact information and specify the best or most preferred way of reaching them should an emergency arise. This citizen and business registration page will need to be accessible from the DeKalb County Government Web-site, and it will also need to be populated with the default information including name, address and phone number that is currently available to the general public through the white pages, yellow pages or an on-line directory service. The vendor will need to provide assurances of data security and password protection of these updates once the citizen or business has performed this registration process.

## G. Contract Conclusion

1. All data shall remain the property of DeKalb County.
2. Vendor agrees to provide all hosted data to DeKalb County at the conclusion of the contract in a SQL database with a utility application that will allow DeKalb County to search, retrieve and print records ad hoc. In addition, vendor will provide to DeKalb County a complete and detailed schema of the SQL database.

## vii. **FUNCTIONAL REQUIREMENTS CHECKLIST**

Place an “X” in the appropriate column to indicate how your solution meets the requirement. Provide comments where necessary. Please mark only one of the appropriate replies.

### **Legend of Responses**

- (F) Fully provided: this function is provided in the proposed solution “Out-of-the-Box”, no customizations or modifications are necessary.
- (CO) Configuration: this function requires configuration / setting changes by System Administrator (City staff); does not require custom programming by vendor).
- (CU) Customization: (requires custom programming by the vendor; changes to source code).
- (R) Reporting Tool: this function is accomplished by the reporting functionality / reporting tool provided with the proposed solution.
- (TP) Third-Party Software: this function is accomplished by a third-party application provided with the proposed solution.
- (FV) Future Version: this function will be included in a future release of the system. Please provide an expected date for this release in the Comment field.
- (NA) Not Available: this function is not available in the proposed solution.

**SCHEDULE B  
FUNCTIONAL REQUIREMENTS CHECKLIST**

Comment: Please use the comment field as needed to explain the response.

<b>Functional Requirements</b>	<b>F</b>	<b>CO</b>	<b>CU</b>	<b>R</b>	<b>TP</b>	<b>FV</b>	<b>NA</b>	<b>Comment</b>
<b>System Technology</b>								
Ability to deliver any type of message notification without utilizing on-site hardware or software or additional phone lines								
Ability to support automated and secured contact data upload and updates from our existing employee database system or other public databases on a periodic basis								
System ability to deliver high call volumes								
Ability to detect limitations in phone infrastructure and adjust call volume to increase efficiency								
Provider's system must be configurable to provide specific user rights, and to restrict data access and administrative oversight to appropriate County personnel								
<b>Citizen Data Acquisition</b>								
Provide commercially available residential and business phone numbers and disclose where those numbers are generated from, how frequently they are updated, and whether any fees are associated with updates								
Ability to correlate the data imported from different databases to prevent duplication								
Ability to append latitude and longitude geo-coding information to phone numbers								
Provide a DeKalb County-specific website for additional								

<b>Functional Requirements</b>	<b>F</b>	<b>CO</b>	<b>CU</b>	<b>R</b>	<b>TP</b>	<b>FV</b>	<b>NA</b>	<b>Comment</b>
data collection: The website must have the capability to add custom text.								
Ability to provide all hosted data to DeKalb County in a SQL database with a utility application that will allow DeKalb County to search, retrieve and print records ad hoc								
Data entered by citizen is instantly available for use in the system								
<b>Citizen Engagement and Self-Registration</b>								
Defined process to obtain contact information from residents and businesses								
Defined process to promote and encourage community enrollment								
<b>User Capability</b>								
Ability to determine throughput speed on local infrastructure								
Mass notification activation process must allow for a standard telephone and computer Internet connection								
Provide the system capabilities, at a minimum to send messages: To include, but not limited to: <ul style="list-style-type: none"> <li>• Voice</li> <li>• Text</li> <li>• Email</li> <li>• Mobile app (provided by vendor)</li> <li>• Social networks (list networks used)</li> <li>• Integrated Public Alert and Warning Systems (IPAWS)</li> </ul>								
<b>Reporting</b>								
Ability to provide call reports to								

<b>Functional Requirements</b>	<b>F</b>	<b>CO</b>	<b>CU</b>	<b>R</b>	<b>TP</b>	<b>FV</b>	<b>NA</b>	<b>Comment</b>
include:  The status of every call initiated in the system; Indicating whether or not it was answered by a live person or reached an answering device, busy signal, or operator								
Ability to update all report data in real time								
<b>Mass Notification System Security</b>								
Must have security features that will prevent unauthorized access								
Ability to return all DeKalb County-specific data and associated databases								
<b>Mass Notification System Redundancy</b>								
Ability to use multiple telecommunications providers, multiple servers and across different power grids								
Utilize mirrored server sites for disaster backup								
<b>Customer Support</b>								
Ability to provide unlimited, customer and technical support 24/7/365 (including holidays and 366 days during leap year) for all users through a toll-free phone number								
Provider's support time must be 15 minutes or less for all issues, at all times of day or night								
Ability to provide full-time customer support personnel; they must be full-time, company-employed customer service professionals and must be located in the United States								
<b>Technical Support</b>								

<b>Functional Requirements</b>	<b>F</b>	<b>CO</b>	<b>CU</b>	<b>R</b>	<b>TP</b>	<b>FV</b>	<b>NA</b>	<b>Comment</b>
Technical Support staff has ability to initiate a notification call on the client's behalf; i.e., the vendor can send the call if County resources/infrastructures are unavailable								
<b>Service/System Testing</b>								
Ability to provide an annual data and infrastructure performance test, utilizing all system database components								
Ability to provide a transactional audit log tracking all system modifications and associate user, date, and time								



### III. PROPOSAL FORMAT

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

#### A. Cost Proposal

1. Pricing will be provided based on an annual cost that is all inclusive.
2. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 21-500586 for Emergency Notification System (ENS)" on the outside of the envelope.
3. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
4. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
5. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

#### B. Technical Proposal

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

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 21-500586 for Emergency Notification System" on the outside of each envelope or box.
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. System Capabilities and Ability To Meet Functional Requirements:
  - a. Responder must describe capabilities and ability to meet the requirements listed in **Sections II (iv – vii)**.
4. Technical Approach:
  - a. Describe procedures and methods that will achieve the desired system outcome of the project.

- b. Describe all hardware requirements to meet the minimum technical requirements as outlined in Statement of Work.
  - c. Describe all software to meet the minimum technical requirements as outlined in Statement of Work.
  - d. Provide a complete and detailed outline of tasks required for system implementation with specific responsibilities.
  - e. Describe proposed security plans for hosting proposed system.
  - f. Describe disaster recovery systems and processes.
  - g. Describe back up and redundancy systems.
  - h. Describe compliance with all applicable local, state and federal requirements.
  - i. Outline all activities and tasks required from DeKalb County personnel.
  - j. Provide descriptions and samples of 'canned' reports and 'ad hoc' reporting capabilities.
  - k. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project.
  - l. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
5. Project Management:
- a. Describe proposed project management plan for implementation.
  - b. Describe project management plan post implementation.
  - c. Describe progress reporting procedures for the project.
  - d. Describe testing procedures and acceptance standards.
6. Personnel:
- a. Identify the individuals who will be part of the project team. The County reserves the right to request a change in the vendor's personnel at no charge within the first 500 days of the contract.
  - 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. The Project Manager must have a minimum of three successful implementations of the proposed system for similarly sized communities.
7. 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?
8. Financial Responsibility:
- a. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).

9. References:
  - a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
  - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
10. Provide the following information: Are you a DeKalb County Firm? Yes/No.

### **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 Vendors may be found on the County website at <https://lsbecertification.info/pages/Directory/SearchPublic.jsp>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

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

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

#### IV. CRITERIA FOR EVALUATION

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

- A. System capabilities and ability to meet functional requirements – 30 points
- B. Cost – 10 points
- C. Technical Approach – 25 points
- D. Personnel and Organizational Qualifications – 10 points
- E. Financial responsibility – 10 points
- F. References – 5 points
- G. LSBE – 10 points
- H. Bonus- Optional Interview – 10 points

#### V. CONTRACT ADMINISTRATION

##### A. Standard County Contract

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

##### B. Submittal Instructions

**One (1) original Technical Proposal stamped “Original” and five (5) compact discs or flash drives with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on Monday, June 28, 2021.**

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

Proposals must be clearly identified on the outside of the packaging with the responder’s name and “Request for Proposals No. 21-500586 for Emergency Notification System” on the outside of the envelope(s) or box(es).

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

### **C. Questions**

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Lola O. Awonusi, via email to [oawonusi@dekalbcountyga.gov](mailto:oawonusi@dekalbcountyga.gov), no later than close of business on June 14, 2021. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

### **D. Acknowledgment of Addenda**

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Lola O. Awonusi at 404-371-6211 or send an email to [oawonusi@dekalbcountyga.gov](mailto:oawonusi@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>

### **E. Proposal Duration**

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

### **F. 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.

### **G. 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.

## **H. Georgia Open Records Act**

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

## **I. First Source Jobs Ordinance**

### **First Source Jobs Information**

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.dekalbworksource.org](http://www.dekalbworksource.org) or 404-687-3400.

## **J. Business License**

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

## **K. Ethics Rules**

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

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

#### **L. Right to Audit**

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

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

#### **M. Cooperative Agreement**

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

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

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

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

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

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

Sincerely,



Omolola Awonusi (May 24, 2021 11:12 EDT)

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Lola O. Awonusi  
Procurement Agent  
Department of Purchasing and Contracting

*Delois Robinson*

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



**ATTACHMENT A**

**COST PROPOSAL FORM**

(consisting of four (4) pages)

**EMERGENCY NOTIFICATION SYSTEM (ENS)**

**Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 21-500586 EMERGENCY NOTIFICATION SYSTEM (ENS)" clearly identified on the outside of the envelope.**

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

Please provide the following information:

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

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

Contact Person Submitting Proposal: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Signature of Contact Person

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

**ATTACHMENT A**  
**COST PROPOSAL FORM**

Responder: State a FIRM FIXED LUMP SUM for all costs for each year, direct and indirect, administrative costs, and all things necessary for **EMERGENCY NOTIFICATION SYSTEM (ENS)**.

**Site License / Service Agreement**

<b>Item</b>	<b>Cost</b>
<i>Site License / Service Agreement</i>	\$
Number of system minutes provided in base cost	
Cost for additional system minutes	\$
Number of testing/training minutes provided	
Number of text notifications provided	
Number of email notifications provided	
Number of social media notifications provided	
** Note any distinction in costs between Public Safety and Non-Public Safety notifications **	

**Licensing for Concurrent Users/Viewers**

<b>Users</b>	<b>Cost</b>
Number of pass codes included	
Licensing costs for each additional 5 users	\$
Licensing costs for each additional 10 users	\$

**Training**

<b>Training</b>	<b>Cost per person</b>
Implementation Training	\$
On-line Training opportunities	\$
Travel costs	\$

**Technical Support**

<b>Technical Support</b>	<b>Cost</b>
24x7x365 phone support (include 366 days during leap year)	\$

Note if there are any limitations in number of calls that can be made	
---	--

**Database Management**

<b>Database Management</b>	<b>Cost</b>
<i>Vendor provided calling database(s)</i>	\$
Cost of provided database	\$
Update / refresh frequency	\$
Geo-coding services	\$
<i>Client provided calling database(s)</i>	\$
Costs to upload/input into system	\$
Geo-coding services	\$
<i>Other database maintenance costs</i>	\$

**Annual System Maintenance**

<b>Annual Maintenance (to include all software updates)</b>	<b>Cost</b>
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$

**Total Cost Proposal Prices -- Years 1-5**

**\* Total Proposal Price per year shall include licensing costs for the number of users that come included in the agreement.**

<b>Years</b>	<b>Total Fee Proposal (All Services)</b>
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$

**At a minimum, responders must provide pricing for the Integrated Public Alert and Warning System (IPAWS) & a system that provides automatic alerting for National Weather Service (NWS) warnings.** If there are *additional services* (Add-ons), which the County may elect to obtain in addition to the requested services, itemize each proposed service, activity and/or title of subcontractor, the estimated number of units of work, and a flat fixed or estimated total cost for each proposed service.

**ADD-ONS**

<b>Description of Service</b>	<b>Number of Units</b>	<b>Rate per Unit of Work</b>	<b>Total Cost Estimated or Fixed</b>
<b>MANDATORY:</b> A system that provides automatic alerting for National Weather Service (NWS) warnings			
<b>MANDATORY:</b> Integrated Public Alert and Warning System (IPAWS)			

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

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP 21-500586, Emergency Notification System (ENS) described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on Monday, June 28, 2021 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C  
CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

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

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

**ATTACHMENT D  
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify the subcontractor's 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 Subcontractor)

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

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

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

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



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

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

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

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

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

**EXHIBIT A**

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

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

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

SOLICITATION NUMBER: **21-500586**

TITLE OF UNIT OF WORK – **Emergency Notification System (ENS)**

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

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

Name of Company	
Address	

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

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

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

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D**

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

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

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

Please explain all "no" answers above (by number):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

## EXHIBIT A, CONT'D

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

#### **Bidder/Proposer Statement of Compliance**

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

**1. Non-Discrimination Policy**

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

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

2. **Commitment**

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

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer:

\_\_\_\_\_  
(Authorized Signature and Title Required) Date

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

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

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

**EXHIBIT B**

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

Instructions:

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

**To:** \_\_\_\_\_  
**(Name of Prime Contractor Firm)**

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

**RFP Number:** 21-500586

**Project Name:** Emergency Notification System (ENS)

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

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

**Prime Contractor**

**Sub-contractor**

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

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

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

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

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

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



**ATTACHMENT F**

**RESPONDER AFFIDAVIT**

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

\_\_\_\_\_  
Responder's Name

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

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

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

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

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

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

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



ATTACHMENT G

**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](mailto:fkadkins@dekalbcountyga.gov), [malee@dekalbcountyga.gov](mailto:malee@dekalbcountyga.gov), [vlricksion@dekalbcountyga.gov](mailto:vlricksion@dekalbcountyga.gov), or [jmjones@dekalbcountyga.gov](mailto:jmjones@dekalbcountyga.gov)**

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



**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

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

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**CONTACT PHONE:**

**CONTACT FAX:**

**CONTACT E-MAIL ADDRESS:**

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

---

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

**POSITION TITLE:**

**NUMBER OF POSITIONS AVAILABLE: \_\_\_\_\_ TARGET START DATE: \_\_\_\_\_**

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

**SPECIFIC WORK SCHEDULE:**

**SALARY RATE(OR RANGE):**

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

**PUBLIC TRANSPORTATION ACCESSIBILITY YES  NO**

**IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:**

**CREDIT  DRUG  MVR  BACKGROUND  OTHER \_\_\_\_\_**

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



## ATTACHMENT H

### SAMPLE COUNTY CONTRACT

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### DEKALB COUNTY, GEORGIA

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

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

#### ARTICLE I. CONTRACT TERM

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

#### ARTICLE III. PAYMENT

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

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:  
DeKalb County, Georgia  
Attention: “USER DEPARTMENT”

\_\_\_\_\_

\_\_\_\_\_

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

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

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

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

#### **ARTICLE V. GENERAL CONDITIONS**

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

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

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

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

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during

normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

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

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

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

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



action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

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

amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:
  - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be **issued** to:

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

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

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

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

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of

services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

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

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

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

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

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

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

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

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

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

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

**If to the County:**

Chief Executive Officer (CEO)  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Operation Officer (COO)  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to: Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> 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]**

SAMPLE

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

**DEKALB COUNTY, GEORGIA**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_ **by Dir.**(SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**ATTEST:**

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

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Department Director

**APPROVED AS TO FORM:**

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

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

**ATTACHMENT A**  
**Contractor's Cost Proposal**

SAMPLE

**APPENDIX I**

SAMPLE



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

**APPENDIX II**

SAMPLE

**ATTACHMENT B**

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

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

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

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

\_\_\_\_\_  
Name of Contractor

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

DeKalb County Georgia Government

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

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

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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

# ATTACHMENT C

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

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

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

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

\_\_\_\_\_  
Name of Subcontractor

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

DeKalb County Georgia Government  
\_\_\_\_\_  
Name of Public Employer

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

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

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

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

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

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

# ATTACHMENT D

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

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

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

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

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

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

DeKalb County Georgia Government

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

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

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

By: \_\_\_\_\_

Signature of Authorized Officer or Agent

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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

**ATTACHMENT E  
CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:

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

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

\_\_\_\_\_;

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

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Secretary)

SAMPLE