



**DeKalb County
Department of Purchasing and Contracting**

JANUARY 3, 2022

**REQUEST FOR PROPOSALS (RFP) NO. 21-500595
FOR
START-UP, OPERATION AND MAINTENANCE OF DEKALB COUNTY'S
RENEWABLE FUELS FACILITY (RFF)**

Procurement Agent: Jovan Hooper
Email: jhooper@dekalbcountyga.gov
Non-Mandatory Pre-Proposal Conference: Tuesday, January 11, 2022 at 11:00am est
Zoom: <https://dekalbcountyga.zoom.us/j/82291115730>
Password: 216848
Mandatory Site Visit: Wednesday, January 12, 2022 – Thursday, January 20, 2022
DeKalb County Renewable Fuels Facility
4295 Clevefont Road; Ellenwood, GA 30294
Deadline for Submission of Questions: 5:00 P.M. ET, Thursday, January 27, 2022
Deadline for Receipt of Proposals: **3:00 P.M. ET, Thursday February 17, 2022**

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, 2nd Floor, Decatur, Georgia 30030

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FOR
START-UP, OPERATION AND MAINTENANCE OF DEKALB COUNTY'S RENEWABLE FUELS
FACILITY (RFF)

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience with operation of renewable natural gas utilities or conversion facilities employing LFG as the feedstock, with a capacity of at least 1,000 scfm to submit proposals for the start-up, operation and maintenance of the County's renewable fuels facility (RFF).

I. INTRODUCTION

A. Background

DeKalb County (County) owns and operates the Seminole Road Landfill (SRLF) located at 4203 Clevemont Road, Ellenwood, GA 30294. The County owns two landfill gas (LFG) utilization facilities which are located at SRLF – the Renewable Fuels Facility (RFF) and the Green Energy Facility (GEF). The SRLF currently has two landfill gas blower/flare skids: (i) a LFG Specialties candlestick flare with blowers, and (ii) an Ultra-Low NO_x Emissions enclosed flare with blowers. The candlestick blower/flare skid is currently operational and collects and destructs any excess LFG that is not utilized by the GEF. The Ultra-Low NO_x blower and flare skid is not currently operational but is currently being evaluated for re-start or will be replaced with a second candlestick flare. Both flares are and will be connected to provide combined back-up capacity to destruct any excess LFG or waste gas from the RFF.

The total LFG collected at SRLF is currently in the range of 1,800 – 2,200 scfm. The County is in the process of expanding the gas collection and control system (GCCS) at SRLF in 2021 which is expected to increase the LFG collection flow rate. SRLF has approximately 75 years of permitted site life remaining and will continue to expand the landfill GCCS in order to comply with the New Source Performance Standards (NSPS) and Title V permit requirements.

The County currently has an agreement with Conyers Energy who has first rights to the LFG collected and in order to operate the existing two engines capable for utilizing 1,200 standard cubic feet per minute (scfm) of LFG, and a permitted third engine that may be installed in the future that could utilize an additional 600 scfm of LFG. The remaining excess gas is currently flared at the candlestick flare.

B. Purpose of RFP

The County's best use for its LFG is the production of electricity at the GEF and RNG at the RFF. Therefore, the County wishes to enter into a contract with a qualified firm or team to restart operations of the RFF and utilize the remaining LFG collected after utilization by the GEF to produce RNG that will be used as vehicle transport fuel.

The proposers will be expected to evaluate the current equipment at the RFF, perform the necessary changes to bring the facility to operational condition, and operate and maintain the RFF to utilize the remaining LFG to produce RNG for injection into the pipeline or use at the CNG fueling station. For the purposes of this RFP, the scope of work requested by the County includes, but is not limited to, planning, permitting, financing, design, construction, operation, maintenance, and environmental monitoring services for re-starting the existing RFF or modifying it to produce RNG. In addition, the scope of work includes marketing, sale and distribution of the full market value of the LFG and RNG, including all forms of energy and environmental attributes / renewable index credits, and tax incentives.

The RFF is currently mothballed and has not been operational since 2017. The current RFF employs pressure swing adsorption (PSA) technology to convert LFG into a natural gas quality equivalent, known as renewable natural gas (RNG). Piping connections exist to inject the RNG produced into the natural gas utility, Atlanta Gas Light's (AGL) pipeline, which is adjacent to the RFF. RNG can also be utilized to produce CNG vehicle fuel to be dispensed at the adjacent County-owned CNG fueling station. The RFF commenced operation in January 2013 and has operated intermittently since that time until 2017. The maximum inlet capacity of the RFF is approximately 1,300 scfm, under certain conditions.

The Proposers shall note the following while proposing to perform this work:

- All capital money to restart, operate and maintain the DeKalb County Renewable Fuels Facility must come from the Contractor, there will be no cost to the County.
- The County will be responsible for the permitting, design, construction, operation, and financing of the landfill Gas Collection and Control System (GCCS);
- The County will be responsible for operation and maintenance of the landfill GCCS and intends do so in a manner that prioritizes environmental and regulatory compliance and odor mitigation;
- The County does not exert control of the composition or quantities of waste that are delivered to the Seminole Road Landfill and, thus, cannot warranty or guarantee the quantity or quality of the LFG recovered.

C. Existing RFF Related Information

The information in this section is provided to the Proposer to assist with their evaluation of the existing RFF and the provision of this information provides no substitute for the requirement for the Proposer to perform their own evaluation. The County does not provide any guarantees for the accuracy of this information and the Proposer will be fully responsible to confirm and perform their own evaluation of the existing RFF.

The existing RFF consists of equipment to convert LFG to RNG through the following principal steps

(as provided by the original design-build contractor / manufacturer of the system):

- **Hydrogen Sulfide (H₂S) Removal** – A microorganism-based, aqueous scrubber system. Blowdown from the system is discharged to the sanitary sewer. Bacteria and enzyme is intermittently pumped into the system from storage drums. Proprietary bacteria and enzyme solutions supplied by ARC Technologies (ARC);
- **LFG Blowers** – Two rotary positive displacement blowers. One 50 horsepower (hp) blower provides a constant vacuum on the wellfield, tracking a County set point, and also provides an initial positive pressure to downstream processes. The second 25 hp blower returns recycled gas from the recycle tank to the front of the plant;
- **LFG Cooling and Chilling** – Water-to-LFG heat exchanger and chilled water-to-LFG heat exchanger;
- **Volatile Organic Compound (VOC) Removal [Step 1]** – VOCs are initially removed in a liquid scrubber system. The scrubber liquid is a cold hydrocarbon. A blowdown stream is regenerated by heating the cold hydrocarbon to drive off the captured VOCs. An electric heater is employed. The vaporized VOCs are then cooled and condensed. The condensed VOCs are sent to a 500-gallon waste VOC storage tank. The regenerated hydrocarbon is cooled and returned to the scrubber;
- **LFG Compression** – LFG is compressed to about 100 psig using flooded screw compressors. It was intended that one compressor be online and one compressor be a standby at 1,000 scfm. At 1,300 scfm, both compressors would probably need to be placed in service. After compression, LFG is cooled in a water-to-LFG cooler;
- **VOC Removal [Step 2]** – A temperature swing adsorption (TSA) system is used to achieve further VOC removal. The TSA provides final protection for the downstream Pressure Swing Adsorption (PSA) system. The TSA has two stages – a desiccant first step (primarily to remove moisture) and an activated carbon step (for final VOC and H₂S removal). The TSA regenerates once per week. Regeneration is accomplished by backflow of hot product gas through the vessels. The gas is cooled after leaving the vessels. VOCs condense out of the cooled gas. The gas is then reheated, with an electric heater, for recirculation through the vessels. The condensed VOCs are sent to the 500-gallon waste VOC storage tank. Because the TSA incorporates three 50 percent capacity trains, regeneration occurs without a reduction in facility capacity. To improve the effectiveness of the desiccant step (the desiccant media is of limited volume), the desiccant is regenerated every 90 minutes by pressure swing, using the primary PSA's vacuum blowers;
- **Pressure Swing Adsorption (PSA)** – The PSA removes carbon dioxide (CO₂), and limited amounts of nitrogen (N₂) and oxygen (O₂). The PSA at the RFF is proprietary to ARC, but follows the general principles of an LFG PSA. It incorporates a seven-vessel configuration, equalization tanks (recycle gas, product gas and waste gas) and three vacuum blowers;
- **Waste Gas Flare** – The RFF does not have its own waste gas flare. Waste gas is sent back to the County's remotely located blower/flare yard. The waste gas was originally sent to the County's candle-stick flare, which required a minimum CH₄ content of about 30 percent. The County has also installed and commissioned an ultra-low NO_x flare (not currently operational). The waste gas line from the RFF has been piped to the flares, as the points of waste gas disposal. The RFF has the ability to blend natural gas into the waste gas to increase its CH₄ content, and such augmentation may be necessary by the RFF Operator to support reliable

combustion of the waste gas in the flares. The Proposer will be responsible for coordinating the operation of the RFF and the flares and to limit the use of natural gas;

- **Product Gas Compressor** – A reciprocating compressor compresses RNG up to AGL’s pipeline pressure (as high as 500 psig, with normal operation at 200 to 250 psig);
- **Product Gas Odorizer** – Provides injection of an odorant into the RNG to give the RNG the traditional natural gas odor; and
- **SCADA** – Plant wide computer control system with internet access.

Additional descriptive information on the RFF can be found in Appendix A (Process and Instrumentation Diagrams) and Appendix B (DeKalb County – Seminole Road Landfill LFG to CNG Project Operations & Maintenance Manual 04/20/13). The document in Appendix A is intended to be representative of the existing facility, but may not be 100 percent up-to-date. The RFF Safety Program document developed by the conversion system manufacturer (ARC) is provided in Appendix C. The existing RFF Startup, Shutdown and Malfunction (SSM) Plan that details the procedures and forms previously used in SSM reporting for the RFF are contained in Appendix D. The procedures and forms to be used during previous operations are shown in the RFF Monitoring Plan presented as Appendix E.

The following consumables items are utilized by the existing RFF in their original design and operation condition:

- **Enzyme and Bacteria** – Estimated to be 110 gallons (each substance) per year when operating at 1,000 scfm at 95 percent uptime. The enzymes and bacteria are proprietary from the original system manufacturer (ARC);
- **Waste VOC Removal** – Estimated to be about 10,000 gallons per year when operating at 1,000 scfm at 95 percent uptime (expected to be disposed of as a waste oil);
- **TSA Media Replacement** – The TSA contains about 300 ft³ of activated carbon and about 120 ft³ of silica gel. The frequency of media replacement is unknown. It can be assumed that the TSA media must be changed once every 18 months, when operating at 1,000 scfm at 95 percent uptime; and
- **PSA Media Replacement**

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

Required Documents	Attachment
Revenue Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
Responder Affidavit	F
First Source Jobs Ordinance	G
Mandatory Acknowledgement of Site Visit	H
Exceptions to the Standard County Contract, if any	I

E. The services shall commence within ten (10) calendar days after acknowledgment of receipt of written notice to proceed and shall be completed within a minimum of two thousand, five hundred and fifty-five (2,555) days.

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

II. SCOPE OF WORK & PROJECT COMPENSATION

The County wishes to engage a firm to perform the necessary evaluations, upgrades / repairs or install new equipment to bring the RFF back to operating condition and operate/maintain the RFF for a period of seven (7) years minimum.

The Proposer will be responsible to perform their own evaluation in order to assess the condition of the existing RFF equipment, and will be required to provide the capital to perform the necessary steps and upgrades to restart the RFF. DeKalb County has no funds allocated to the evaluation, startup, and operation and maintenance of this facility.

The Proposer will be given the opportunity to visit the current RFF to perform their evaluations necessary for them to submit a proposal. The interested firms can coordinate with County staff to schedule time to visit the RFF and perform their evaluations. The County will allow up to seven (7) days to perform the evaluation.

The Proposer will be required to provide a detailed proposal providing the specific steps that will be taken, and upgrades that will be made to the RFF equipment. The proposer shall detail the process that will be utilized for production of RNG, i.e., if the proposer intends to utilize current RFF equipment or replace equipment to utilize a different or modified process. The proposal shall also consist of a detailed schedule with milestones for the RFF restart. The proposer shall also present the financial mechanism they propose for this work.

A. Production of RNG from LFG

The Proposer must perform all necessary activities such as, but not limited to, planning, permitting, financing, design, construction, operation, maintenance, and environmental monitoring services for the RFF to produce

on-specification RNG. On-specification RNG shall be produced per the requirements and specifications of the natural gas utility, AGL. Per AGL's requirements on-specification pipeline quality natural gas shall be:

- be free of objectionable elements or compounds that will render the gas unusable for its commonly used applications;
- be commercially free from dust, gums, gum-forming constituents, or other liquid or solid matter which might become separated from the gas in the course of transportation through the pipeline or which could cause inaccurate measurement;
- not contain more than 12 PPM of total sulfur (prior to odorizing) or 4 PPM of hydrogen sulfide;
- not contain more than 3 percent by volume of carbon dioxide or nitrogen;
- not contain more than 1 percent by volume of oxygen;
- not contain more than 4 percent total inerts;
- not contain more than 7 pounds of water per 1,000 MCF;
- have a temperature of not more than 120 degree Fahrenheit, nor less than 40 degrees Fahrenheit;
- have a Wobbe Index range between 1,234 and 1,395;
- have a gross heating value of at least 950 Btu per cubic foot of dry gas but no higher than 1,045 Btu per cubic foot of dry gas. The gross heating value of the gas shall be determined by a mutually acceptable test of one cubic foot of gas at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute. Tests to determine the heating value will be conducted at time intervals determined by AGL. The point of test shall be as close as practical to the point of custody transfer between supplier and AGL; and
- be free of the level of microbial constituents that contribute to microbial-induced corrosion.

The Proposer shall verify these requirements with AGL and produce RNG that meets the required specification.

In addition to the above, the County expects that the Proposer will:

1. Have operations staff present at the facilities, or when not present (e.g., overnight), to respond to facility shutdowns with staff presence at the site within four hours of a shutdown (unless the shutdown is due to an LFG supply issue confirmed remotely by the Proposer);
2. Maintain all equipment per equipment manufacturer's recommendations and procedures and the facility operation/maintenance manuals;
3. Maintain and operate the facilities per the facility operation and maintenance manuals and per an industry standard level of quality and performance;
4. Maintain a full inventory of spare parts; and
5. Employ experienced and skilled operation and maintenance staff and experienced and skilled subcontractors.
6. Comply with all inspections, reporting, and applicable permit conditions.

Natural Gas Utility's RNG Delivery and Posting Expectations – Anticipated RNG delivery expectations must be posted to a web-based electronic bulletin board (EBB) created by and be maintained by the Proposer to the natural gas utility (AGL) specifications and meeting AGL's notification timelines. It is the Proposer's responsibility to perform and maintain projections of RNG delivery according to AGL's timeline requirements

each month. It is also understood that AGL will designate a certain number of supply days and demand days each year. The RFF will not be permitted to supply more than the projected delivery amount on supply days, or less than the projected delivery amount on demand days, without payment of a penalty. There is also a penalty for not zeroing out deliveries by the end of the month. The Proposer will be responsible for all payments, penalties and other requirements by AGL.

The County's existing contract with AGL for transportation of natural gas using the pipeline is provided in Appendix F.

B. Renewable Fuel Credits Management and Marketing

Because biogas from the landfill intended to be used ultimately as a transportation fuel as a result of this project, the RNG produced from the RFF is eligible to potentially earn renewable fuel credits or Renewable Identification Numbers (RINs) under the federal Renewable Fuel Standard (RFS2) as well as credits in emerging regional / state programs for Clean Fuel Standards. The RINs can be purchased by obligated parties (refiners, fuel importers).

As part of the scope of this RFP, Proposers shall perform all steps required to successfully create and manage RINs and generate revenue from the sale of the RINs. The process to generate RINs requires a significant registration and auditing process that includes, but is not limited to, the following:

- Facility Registration (3rd party engineering review)
- High Btu Facility Registration and Attestations
- Annual and quarterly reports
- Annual audits by third party verifiers for all RIN transactions

1. Facility Registration

- Register landfill with US Environmental Protection Agency (EPA)
- Prepare documents for third party engineering review (process flow diagrams of site, feedstock description, and
- Engage qualified third-party engineer to undertake review and submit report to EPA (the report must be submitted at least 60 days prior to RIN creation)
- Establish monitoring system for transport fuel generation and consumption at landfill

2. RIN Creation and Management

- Manage storage logistics to ensure RIN generation
- Submit quarterly reports to EPA documenting the generation and consumption of biogas as a transportation fuel
- Submit annual report to EPA
- Manage all RIN transactions (on-site) and potential off-site, subject to EPA implementation timeline, and open pathway
- Make submissions to EPA RFS Program Director for off-site downstream pathways to open off site CNG for RIN creation

3. Credit Marketing

- EM has strong relationships with major compliance buyers, having already been approved as a seller of RINS
- EM will also make biogas in alternative markets where facility's biogas used as a transport fuel may be eligible
- Monitor market and regulatory risks impacting RIN Markets
- Cooperate and receive cooperation from DeKalb County gas manager / purchaser and facility manager for data, contracts (title transfer) and reconciliation

C. Proposer's Reporting and Other Requirements

The Proposer must provide certain data and reports to allow the County to satisfy its regulatory obligations, and to recover revenue from the production of RNG. All data and reports related to the satisfaction of the County's regulatory obligations will be conveyed to regulators through the County.

The Proposer is responsible for the following activities:

1. **RFF Startup, Shutdown and Malfunction (SSM) Reporting** – The Proposer shall be responsible for preparing a SSM Plan for the RFF which details the procedures and forms to be used in SSM reporting. This plan shall be provided to the and the County's compliance Consultant for review and approval. SSM reports shall be submitted to the County and the County's compliance Consultant on a weekly basis at minimum.
2. **Renewable Identification Number (RIN) Reporting** – Monthly RNG delivery to the pipeline must be certified in a format required by the County's RIN marketer.
3. **Title V permit and Relevant Reporting** – A copy of the County's current Title V permit (dated July 31, 2018), and Permit Amendment dated May 8, 2019, are attached in Appendix G. The Title V permit and this letter call for recording and retention of certain data and adherence to certain procedures. The Proposer must take note of and follow these directives.
4. **Monitoring Plan Reporting** – The Proposer shall be responsible for preparing a Monitoring Plan for the RFF to which identifies the treatment system equipment and establishes the monitoring parameters and frequency to confirm proper operation and maintenance of the system. This plan shall be provided to the and the County's compliance Consultant for review and approval. Monitoring reports shall be submitted to the County and the County's compliance Consultant on a monthly basis at minimum.
5. **RFF Daily and Monthly Operation Reporting** – The Proposer shall prepare and provide daily and monthly-summary operation reports for the RFF, reporting routine activities such as but not limited to quantity and quality of inlet LFG received, quantity and quality of RNG produced, operating times, RNG recovery efficiency, and maintenance activities.
6. **Greenhouse Gas (GHG) Rule Reporting** – The Proposer shall provide all information required to comply with the GHG rule reporting requirements to the County's compliance Consultant.
7. **Safety Program** – The Proposer shall prepare a safety plan for the RFF and submit to the County.
8. The County considers the RFF to not only be an energy production facility, but also to be an educational center. The Contractor must keep the facility clean and "tour ready" at all times. The current facility has meeting areas and viewing areas equipped with interactive display screens, which display facility operation. The screens must be maintained and available for use at all times to support facility tours.

The Proposer must be prepared to accept reasonable changes and additions to the above requirements during

the life of the contract.

D. Proposer's Minimum Landfill Gas Renewable Energy Experience

The Proposer must demonstrate the following:

1. Adequate experience with operation of renewable natural gas utilities or conversion facilities employing LFG as the feedstock, with a capacity of at least 1,000 scfm.
2. The Proposer will provide documentation such as project descriptions, project cost, references etc. with the proposal which confirms that the Proposer has the adequate experience to operate the facility.
3. Present evidence that the Proposer or its team has been engaged for at least the past five (5) years in providing services related to environmental commodities.
4. The Proposer will provide references and contact information which will facilitate the County's independent verification of the Proposer's cited experience.

E. Project Compensation Mechanism

The Proposer is solely responsible for all financing related to the planning, permitting, design, construction, operations, maintenance, repair, replacement, rehabilitation and environmental compliance monitoring and reporting associated with the modification and restart of the RFF. The Proposer shall present the financial revenue-sharing arrangement they propose to compensate the County for the following at minimum: 1) the raw LFG utilized by the RFF at the agreed upon point of delivery, 2) sale of RNG produced from utilizing the LFG, 3) sale of environmental attributes such as RINs. The County desires to receive such compensation on a mandated monthly basis.

F. Proposal Submittal

Proposals must provide the following at minimum related to the scope, qualifications, and compensation, in addition to all other required forms and documents identified elsewhere in the RFP:

1. a Project Description and Approach that describes the specific steps that will be taken, and upgrades / modifications that will be made to the RFF equipment to produce RNG from LFG. The proposer shall detail the process that will be utilized for production of RNG, i.e., if the proposer intends to utilize current RFF equipment or replace equipment to utilize a different or modified process.
2. details of the scope of services and assumptions.
3. details of Proposer's qualifications and experience with operation of renewable natural gas utilities or conversion facilities utilizing landfill gas as feedstock.
4. details of the Proposer team's experience in assessing, verifying, and marketing Environmental attributes using case study project examples. The Proposer shall demonstrate understanding of the biogas and compressed natural gas markets, including gas transportation and logistics; demonstrate expertise in managing the generation of and monetization of RINs in the federal renewable fuel (RFS2) markets; demonstrate expertise in generation of and monetization of fuel credits in state / regional markets.
5. a detailed schedule with milestones for the RFF restart and operation.
6. details of permit and documentation requirements.
7. proposed project financial compensation plan.
8. parent company information.

9. biographies of key project personnel for the different project aspects and milestones.

III. SCOPE OF WORK ATTACHMENTS

<https://sftp.dekalbcountyga.gov/fc4950ac7556ab13>

G. Existing RFF Process and Instrumentation Diagrams

Link: <https://sftp.dekalbcountyga.gov/ea3890dc77ea2c67>

H. Existing RFF Operation/Maintenance Manual

(based on previous operations)

Link: <https://sftp.dekalbcountyga.gov/b99a540b3bae9c7a>

I. Existing RFF Safety Program

(based on previous operations)

Link: <https://sftp.dekalbcountyga.gov/f7a69cadb532a96b1>

J. Existing RFF Startup, Shutdown and Malfunction Plan

(based on previous operations)

Link: <https://sftp.dekalbcountyga.gov/fb00c9766e4572b7f>

K. Existing RFF Monitoring Plan

(based on previous operations)

Link: <https://sftp.dekalbcountyga.gov/f06c4b28bcf4e8330>

L. DeKalb – AGL Master Agreement

Link: <https://sftp.dekalbcountyga.gov/fd952d4a8fb4413cc>

M. Seminole Road Landfill Title V Air Permit and Amendment

(dated July 31, 2018 and May 8, 2019)

Link: <https://sftp.dekalbcountyga.gov/f161d17fa56579f88>

IV. PROPOSAL FORMAT

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

A. Revenue Proposal

1. The revenue proposal must be submitted in a separate, sealed envelope with the responder's name and "Revenue Proposal for Request for Proposals No. 21-500595 for Start-up, Operation and Maintenance of DeKalb County's Renewable Fuels Facility (RFF)".
2. The sealed envelope containing the revenue proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR REVENUES IN ANY AREA OUTSIDE OF THIS REVENUE PROPOSAL.** Including fees in any area outside of the Revenue Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their revenue on Attachment A, *Revenue Proposal Form*. **Responder shall not alter the revenue proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY REVENUES OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE FLASH DRIVES 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. 21-500595 for Start-up, Operation and Maintenance of DeKalb County's Renewable Fuels Facility (RFF)**" on the outside of each envelope or box.
2. Responder shall complete Attachment B, **Proposal Cover Sheet**, and include this as the first page of the technical proposal.
3. **Technical Approach:**
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified in the Statement of Work;
 - b. The submitted Proposal should include the firm's qualifications, project team, resumes, detailed scope of services/tasks, proposed construction schedule for the startup of the facility, and what is required to startup at the Responder's cost.
 - c. Include a listing of the County's responsibilities, if any and the Responder's responsibilities required to complete the project; and
 - d. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
 - e. Responders are required to submit revenue sharing outline by revenue sharing percentage (%) only. **DO NOT** provide any indication of revenue in your technical proposal. **Note:** All revenue should be submitted monthly using an outlined revenue template approved by the DeKalb Department of PW - Sanitation.

4. Project Management:

- a. Describe how the project will be organized and managed;
- b. Describe progress reporting procedures for the project;
- c. Include the anticipated use of subcontractors or vendors; and
- d. Describe the resources necessary to accomplish the purpose of the project.

5. Personnel:

- a. Project Manager to report all Title V permit conditions (daily, weekly, monthly quarterly and annually);
- b. Project Manager to participate in Monthly engineering meetings;
- c. Project Manager for RINS (Renewable Fuel Credit Manager) – register with EPA & complete all necessary reports;
- d. Project Manager to submit monthly profit sharing/revenue reports;
- e. Project Manager to manage the daily operations; and
- f. Project Manager to submit monthly operations reports

6. Organizational Qualifications:

- a. Resumes for all project personnel shall be included and show at least the following:
- b. Name, specialty, job title and project job title;
- c. Years of relevant experience with the firm and experience with previous employers;
- d. Academic degree(s), discipline, and year degree(s) received;
- e. Professional registrations;
- f. Office location where employed; and
- g. A synopsis of specific experience, skills, training, and other qualifications with demonstrate the individual's ability to fulfill the duties of the position.

7. 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).

8. 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.

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

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

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

V. 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. Revenue (10 points)
- B. Technical Approach to the Project (25 points)
- C. Project Management (25 points)
- D. Personnel (15 points)
- E. Organizational Qualifications (15 points)
- F. Financial Responsibility (5 points)
- G. References (5 points)
- H. Optional Interview (10 bonus points)

VI. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment E), 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 SEVEN (7) flash drives with each containing an identical copy of the Technical Proposal (do not include the Revenue Proposal on the flash drives); and ONE (1) original Revenue Proposal (see Section IV.A. for additional instructions regarding submittal of Revenue Proposal) must be submitted to the following address no later than 3:00 p.m. on THURSDAY, FEBRUARY 17, 2022.

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 21-500595 for Start-up, Operation and Maintenance of DeKalb County's Renewable Fuels Facility (RFF)" 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, emailed or fax bids will not be accepted.

C. Non-Mandatory Pre-Proposal Conference

A pre-proposal conference and site visit will be held at 11:00 a.m. on the 11th day of January 2022 via Zoom teleconference. Interested responders are strongly encouraged or to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Jovan Hooper, Senior Procurement Agent at jhooper@dekalbcountyga.gov.

D. Mandatory Acknowledgement of Site Visit

Responders must visit and review the site location prior to Questions Proposal Submittal. Responders have **seven (7) business days (WEDNESDAY, JANUARY 12TH – THURSDAY, JANUARY 20TH, 2022)** to contact site's Superintendent – Roger Young at 404-391-1079, or ryoung@dekalbcountyga.gov to schedule site visit; Responder will be required to sign-in at the site location. After visiting and reviewing the site location, Responders must confirm by completing the **ACKNOWLEDGEMENT OF PROPOSER (see Attachment I)** form confirms that your proposal was submitted under the surety of the site location's current conditions. The location consists of the DeKalb County – Seminole Road Landfill - Renewable Fuels Facility, 4295 Clevemont Road; Ellenwood, GA 30294.

E. 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 Jovan Hooper, via email to jhooper@dekalbcountyga.gov, no later than close of business on **Monday, January 27, 2022**. 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.

F. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit

to the Department of Purchasing and Contracting as requested. Responder may contact Jovan Hooper via email at jhooper@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

G. 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.

H. 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.

Note – All revenue should be submitted monthly using an outlined revenue template approved by Dept. of Sanitation.

I. 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.

J. 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.

K. First Source Jobs Ordinance

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 or 404-687-3400.

L. 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.

M. 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.

N. 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.

O. 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.

VII. AWARD OF CONTRACT

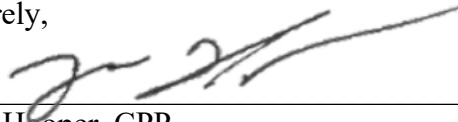
An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

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,



Jovan Hooper, CPP
Senior Procurement Agent
Department of Purchasing and Contracting

- Attachment A: Revenue Proposal Form
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: Subcontractor Reference and Release Form
- Attachment E: Sample County Contract
- Attachment F: Responder Affidavit
- Attachment G: First Source Jobs Ordinance Information
- Attachment H: Mandatory Acknowledgement of Site Visit
- Attachment I: Exceptions to the Sample County Contract (if any)

**ATTACHMENT A
REVENUE PROPOSAL FORM**

RFP NO. 21-500595

**START-UP, OPERATION AND MAINTENANCE OF DEKALB COUNTY'S RENEWABLE FUELS
FACILITY (RFF)**

Responder:

- 1. Please submit Revenue estimate for the Renewable Fuels Facility restart.**
- 2. Please provide your revenue sharing outline.**

Note: All revenue should be submitted monthly using an outlined revenue template approved by DeKalb Department of PW - Sanitation. All money to restart, operate and maintain the facility must come from the Responder, there will be no cost(s) to the County. **The revenue proposal must be submitted in a separate, sealed envelope with the Responder's name and "RFP No. 21-500595 for Start-up, Operation and Maintenance of DeKalb County's Renewable Fuels Facility" clearly identified on the outside of the envelope.**

By signing this page, Responder acknowledges that he/she 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 B
PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 21-500595 for Start-up, Operation and Maintenance of DeKalb County's Renewable Fuels Facility described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on Thursday February 17 2022 until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section VI.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT E
SAMPLE COUNTY CONTRACT
AGREEMENT FOR PROVISION OF 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 TIME

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. The Contractor shall fully complete the Work within two thousand, five hundred and fifty-five (2,555) days. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

ARTICLE 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 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2029, 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. REVENUE PAYMENTS TO COUNTY

All capital money to restart, operate and maintain the DeKalb County Renewable Fuels Facility must come from the Contractor, there will be no cost to the County. Revenue Payments shall be made to the County as follows: **[insert details of winning RFP]** The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, an adjustment in Revenue Payments to County 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. Revenue Payment(s) is to be made **[details will be submitted from winning Proposal]**

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

payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all Start-up, Operation and Maintenance services for the County's Renewable Fuels Facility in accordance with the County's Request for Proposals (RFP) No. 21-500595 for Start-up, Operation and Maintenance of the County's Renewable Fuels Facility (RFF) 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.

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 the Contract Time or Term or the Contractor asserts that payment is due from the County because of said change, 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 payment to Contractor or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

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

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

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

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

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

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

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

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

by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:
 - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its

officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
 4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:
DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
 5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
 8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
 9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement)

contained in this Contract.

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

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

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

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

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

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee

benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

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

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 774 Jordan Lane, Building #4, Decatur, Georgia 30033.

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 Revenue Proposal Form; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

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

to the fullest extent permitted by law.

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

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

If to the Contractor:

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND

Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

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

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
Contractor's Revenue Proposal

SAMPLE

SAMPLE

APPENDIX I

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)

**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 E

CHAPTER 7: FIRST SOURCE ORDINANCE

**CHAPTER
07**



First Source

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 **(e.g. See Appendix 1)**.

Appendix – 1-Forms and Letters

- A. First Source Ordinance Fact Sheet***
(front and back of document, 2 pages total)
- B. First Source Recruitment and Monitoring Process***
- C. First Source Ordinance Municipal Code***
- D. First Source Acknowledgement Form***
- E. New Employee Tracking Form***
- F. Business Service Request Form***
- G. Employment Roster***



A. First Source Ordinance Fact Sheet

The First Source Ordinance is a public regulation that requires contractors and beneficiaries to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry (candidate database).

WSD has a First Source Registry of qualified and trained DeKalb County residents. WSD can assist you with choosing the right candidate using the First Source Registry of qualified and trained DeKalb County residents. WSD can also assist you with choosing the right candidate using the First Source Registry to meet your company's human capital needs.

SUMMARY OF SERVICES

- Pre-screened applicants
- Advertise and administer recruitments, job fairs and more
- Market positions and recruit strong candidates
- Provide computer access to current and future employees to assist with application process and/or testing
- Provide supportive services for new hires.

WHO QUALIFIES?

- Recipients of county grants and contracts of \$50,000 or more with DeKalb County for purchase orders, construction projects, professional or consulting services.

What is the First Source Ordinance?

The First Source Ordinance is a public regulation that calls for contractors and beneficiaries of DeKalb County to hire DeKalb County residents for at least fifty (50) percent of all jobs using the First Source Registry.

Who is considered a Contractor?

An individual or entity 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, 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.

Who is considered a Beneficiary?

A beneficiary is an immediate recipient of grants or community development block funds administered by the County. The term shall only apply to those entities benefiting from such County funds or administered funds in the amount of \$50,000 or more.



What is the First Source Registry?

The First Source Registry is a candidate database, maintained by WSD, of employable persons who are residents of the County to be called upon as a source to fill jobs created or maintained as a direct or indirect result of public funding.

What are the benefits of the First Source Ordinance?

- All applicants are pre-screened to ensure that only qualified candidates are referred for interviewing;
- Assist with finding appropriate space for orientations, recruitments, job fairs, and more as needed and appropriate;
- Advertise and administer recruitment events and job fairs;
- Provide job seeker services and computer access to both current and future employees who need assistance with applications, testing, etc.;
- Access to qualified and trained applicant pool

For more information contact our office using 404.687.3400. Visit our website at www.worksourcedekalb.org.

B. First Source Recruitment and Monitoring Process

Purchasing and Contracting Responsibilities:

- 1) Procurement Agent shall notify WSD to attend all First Source applicable pre-solicitation, pre-bid/proposal, and Notice to Proceed (NTP) meetings.
- 2) Procurement Agent to submit to WSD, First Source form information provided with vendor bid and proposal submissions regarding number of anticipated jobs and titles. First Source form information to be provided during in-house award routing process for awards of \$50,000 or more.
- 3) Procurement Agent to include current First Source Ordinance requirements language and First Source form information in all applicable solicitations as well as First Source provision in each applicable contract.
- 4) Procurement Agent to provide to WSD a copy of the attendance sheet completed by those in attendance at the pre-solicitation and NTP meetings. Pre-bid/proposal meeting attendance sheets are posted and available for WSD on the Purchasing and Contracting website under the applicable project.
- 5) Upon WSD determining a vendor First Source Ordinance compliance issue, WSD shall submit a vendor performance rating form to Purchasing and Contracting indicating such



a compliance issue. Purchasing and Contracting will handle the submitted vendor performance rating form in accordance with its vendor management procedures and processes.

- 6) Purchasing and Contracting will assist WSD in their efforts to enforce the First Source Ordinance.

WorkSource DeKalb Responsibilities

- 1) Prior to attending the NTP meeting, First Source Representative will make contact with Purchasing and Contracting or Contract Compliance Officer/Contract Administrator to identify number of anticipated jobs and titles indicated in the successful proposal submitted by the contractor.
- 2) First Source Representative will outline the provisions of the ordinance and the responsibility of the contractors and WSD in administering the ordinance.
- 3) First Source Representative will exchange business cards or contact information virtually with all contractors in attendance and may schedule an on-site visit, if necessary.
- 4) First Source Representative will inquire whether the contractors have any current job openings. If yes, First Source Representative will request the Contractor to complete the First Source Business Service Request Form and submit to First Source Representative.
- 5) First Source Representative will enter the NTP meeting information and contact information from the contractor(s) into the First Source Tracking Report and Taleo Database for monthly tracking.
- 6) The “Good Faith Effort” stipulation in the Ordinance will have been addressed once contractors confirm staffing needs. Contractors with staffing needs must communicate with WSD Business Specialist to post the positions and secure candidates in order to satisfy this stipulation. If there are no staffing needs, then the requirement has been successfully satisfied.
- 7) First Source Representative will record the responses on the First Source Tracking Report, maintained by WSD to identify any staffing opportunities from the contractor(s).
- 8) Upon receipt of a Business Service Request Form from the contractors or sub-contractors, First Source Representative will query the First Source Registry to identify and advise contractor of all suitable applicants for possible interviews.
- 9) Upon the placement of applicant(s), WSD will record the number and type of positions filled by each contractor on the First Source Tracking Report.



C. First Source Ordinance Municipal Code

ARTICLE VIII. - FIRST SOURCE JOBS [11]

Sec. 2-231. - Title.

Sec. 2-232. - Purpose and intent.

Sec. 2-233. - Definitions.

Sec. 2-234. - Duties of purchasing and contracting department.

Sec. 2-235. - Duties of workforce development department.

Sec. 2-236. - First source requirements.

Sec. 2-237. - Disclaimer.

Sec. 2-231. - Title.

This article shall be known as the first source program.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-232. - Purpose and intent.

The purpose of this article is to create the first source program, which requires beneficiaries and contractors of eligible projects to use the first source job register to fill jobs created as a direct result of public funding.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, 8-23-11)

Sec. 2-233. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. ***Agreement*** means 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, or professional or consultant services.
- b. ***Beneficiary*** means the immediate recipient of grants or community development block funds administered by the county. The term shall only apply to those entities benefiting from funds in the amount of fifty thousand dollars (\$50,000.00) or more, where permissible under the terms of the grants or community development block funds.



- c. **Contractor** means an individual or entity entering into any type of agreement with the county, funded in whole or part with county funds, which specifies the contractor is to receive fifty thousand dollars (\$50,000.00) or more.
- d. **Eligible project** means any project funded in whole or in part with county funds.
- e. **First source job listing** means the listing of all available jobs that have been created by eligible projects.
- f. **First source register** means the database of employable DeKalb County residents.
- g. **Good faith effort** means the efforts undertaken by a beneficiary or contractor to fill jobs created by an eligible project with individuals from the first source register.
(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-13-11)

Sec. 2-234. - Duties of purchasing and contracting department.

In administering the first source program, the director of purchasing and contracting or designee shall have the power to:

- a) Notify any contractor or beneficiary in writing, including specific reasons, who has not complied with this article;
- b) Provide any contractor or beneficiary who has not complied with this article with a reasonable time to cure;
- c) Determine whether noncompliance amounts to a breach of contract;
- d) Provide written determinations of noncompliance to the appropriate officials, stating the specific nature of noncompliance; and
- e) Incorporate a provision regarding this article into every agreement.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-235. - Duties of workforce development department.

In administering the first source program, the workforce development department director or designee shall do the following:

- a) Manage the first source program;
- b) Create written operating procedures to effectuate the provisions of this article;
- c) Compile and maintain a database of citizens of the county that will serve as the first source register;



- d) Create and provide all necessary forms, applications, documents and papers necessary to comply with this article;
- e) Create a methodology to determine what jobs will be created by an eligible project;
- f) Compile and maintain a listing of available jobs created by eligible projects that will serve as the first source job listing;
- g) Notify the director of purchasing and contracting or designee of any contractor or beneficiary who has not complied with the requirements of this article; and
- h) Annually review and report to the chief executive officer or designee to determine the need for this article's continued implementation.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-236. - First source requirements.

- (a) The county shall require every beneficiary or contractor for every eligible project to do the following:
 - (1) Advertise each job created by an eligible project on the first source job listing;
 - (2) Make a good faith effort to fill fifty (50) percent of the jobs created by the eligible project with individuals from the first source register within one hundred twenty (120) days of executing any agreement with the county;
 - (3) Agree that each beneficiary and contractor who does not make a good faith effort to reach the fifty (50) percent goal set forth in this article may be deemed ineligible to qualify for any future project;
 - (4) Allow open inspection of payroll records; and
 - (5) Agree to work with the workforce development department to comply with the spirit of this article.

- (b) All solicitations and agreements from eligible projects shall include a provision referencing the requirements of this article.

- (c) Each contractor and beneficiary working under an eligible project shall ensure that the first source program will be binding upon each subcontractor, sub-lessee or other ultimate recipient of the county funds.



(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-237. - Disclaimer.

By enacting this article the county is assuming an undertaking only to promote the general welfare of its citizens. By this enactment, the county, its officers, agents, or its employees are not to be considered joint employers with a contractor or beneficiary. The county, its officers, agents and employees shall not be liable to any person, including but not limited to contractors, beneficiaries, and persons whose names appear on the First Source job register, who claim that the enactment, enforcement or violation of this article caused injury or loss of any kind. This article is not intended to and does not require a contractor or beneficiary to hire a particular individual who does not satisfy the minimum qualifications or other requirements of the job as set forth by the beneficiary or the contractor. This article does not give the county, its officers agents or employees any right to control or determine any of the terms or conditions of employment of a First Source register candidate hired by a beneficiary or contractor.

(Ord. No. 06-16, Pt. I, 9-12-06)



D. FIRST SOURCE ACKNOWLEDGEMENT FORM

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



E. NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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



F. BUSINESS SERVICE REQUEST FORM

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

DATE:

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

TITLE:

CONTACT E-MAIL ADDRESS:

CONTACT PHONE:

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

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

POSITION TITLE: _____

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

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

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

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

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

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

CREDIT CHECK DRUG MVR BACKGROUND OTHER _____

HOW TO APPLY:

Please return form to: jbblack@dekalbcountyga.gov

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



**G. EMPLOYMENT ROSTER
DeKalb County**

Contract Number: _____

Project Name: _____

Contractor: _____

Date: _____

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

ATTACHMENT H
MANDATORY ACKNOWLEDGEMENT OF SITE VISIT

I _____ have visited the site location and have confirmed that our proposal was submitted under the surety of the site location. The site location consists of the DeKalb County – Seminole Road Landfill - Renewable Fuels Facility at 4295 Clevefont Road; Ellenwood, GA 30294. I _____ confirm I am aware of the location and current conditions; I also understand that failure to fully review and inspect the site location may result in my proposal being deemed Non-Responsive.

I _____ am duly and properly in office and I am fully authorized and empowered to execute this Acknowledgement for and on behalf of the Contractor.

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Name of Business

Federal Tax I.D. Number

ATTACHMENT I
EXCEPTIONS TO THE SAMPLE COUNTY CONTRACT (IF ANY)