



**DeKalb County  
Department of Purchasing and Contracting**

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**July 25, 2022**

**REQUEST FOR PROPOSALS (RFP) NO. 22-500622**

**FOR**

**COMPREHENSIVE TRAIL – GREENWAY MASTER PLAN**

Senior Procurement Agent: Brenda H. Redus  
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**Mandatory DeKalb First LSBE Meeting:**  
(Bidders must attend 1 meeting on either of the dates listed.)

**July 27, 2022 and August 3, 2022**  
Meetings are virtual and held at 10:00 a.m. and 2:00 p.m.; access at the below link:  
ZOOM Conference: Utilize the link supplied on our webpage  
<https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>

Pre-Proposal (Mandatory) Conference: **August 4, 2022 at 10:00 a.m.**  
Virtual Meeting: ZOOM  
<https://dekalbcountyga.zoom.us/j/9333908091>

Deadline for Submission of Questions: 5:00 P.M. ET, August 8, 2022

Deadline for Receipt of Proposals: 3:00 P.M. ET, August 23, 2022

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

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

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July 25, 2022

**REQUEST FOR PROPOSAL (RFP) No. 22-500622**

**FOR**

**COMPREHENSIVE TRAIL - GREENWAY MASTER PLAN SERVICES**

**DEKALB COUNTY, GEORGIA**

DeKalb County invites qualified firms with substantial experience to submit proposals for a one-time contract to perform professional planning services involving the creation of a Comprehensive Trail/Greenway Master Plan for unincorporated DeKalb County. The RFP, including the project scope, specific requirements, the proposal, proposal evaluation criteria and the proposed contractual agreement are included below.

**I. INTRODUCTION**

Throughout DeKalb County, an existing network of greenways, trails and paved paths has been established which currently encompasses over 33 miles. The network connects communities and provides recreational opportunities as well as alternate transportation options for users. The existing master trail plan was created over two decades ago and as DeKalb County continues to develop and grow, an updated comprehensive trail master plan is greatly needed. During this time especially, building future greenways has become a necessity for patrons of DeKalb County to boost the local economy and make communities and parks more accessible.

**A. PROJECT OBJECTIVES**

The overall objectives are to:

- Update, expand and create connections for DeKalb County's greenway network, and incorporate and combine the greenway plan with bicycle and pedestrian elements into one single logically formatted document
- Provide recommendations for future connections and extensions in coordination with surrounding local municipalities and their current greenway systems
- Recommend facilities along designated greenways where appropriate, such as comfort stations, bicycle repair and commuting facilities and additional trailheads, etc.
- Update design criteria, including type, specifications, and guidelines

- Investigate and recommend potential funding sources for development and construction such as Community Improvement Districts, grant opportunities, and state and federal prospects as well as possible corporate or non-profit sources
- Align with Marta for future connections and footpaths, where possible
- Research and summarize the economic benefits in providing best locations for future trails and connections
- Recommend potential acquisition and easements for future trail development
- Propose potential bicycle commuter and repair facilities and locations for trail users among future trails and existing trails
- Create maintenance standards and recommend staffing levels which reduce long term costs
- Perform an existing sign inventory and propose new sign standards
- Compile all existing plans and specifications in one central location for easy access and provide recommendations on the existing specifications
- Recommend alternatives for replacement of sections which are already failing along the current greenway system
- Create Intergovernmental Agreements (IGA's) and/or Memorandum of Understandings (MOU's) to define the delineation between adjacent local governments
- Perform cost analysis and staffing recommendations in performing maintenance in house versus contracting along with providing sample solicitations and job descriptions as necessary
- Make recommendations on possible systems for tracking trail usage, maintenance issues and other trail data
- Creation of an interactive trail map and mapping system including distance markers.

## B. QUALIFICATIONS

To be deemed qualified to perform the services as outlined within this RFP, the potential bidders will be evaluated based on their experience in conducting work of this nature sought by this RFP and the ability to provide all necessary qualified personnel in accordance to successfully fulfill the provisions of this RFP as outlined herein:

1. Description of service philosophy and what sets your company apart from other consulting firms.
2. A brief overview of the company's history, primary line of business as well as specialty areas.
3. Length of time providing services as described herein.
4. Expected communication responsibilities.
5. Introduce the project team by name with specific roles, qualifications, experience, present client load and distribution of responsibilities.
6. Description detailed history of each proposed project team member identifying work history that is similar to the role as proposed by consulting firm. Identify similarities

of team members' previous work history to the role proposed for this master planning effort.

7. The location of the office that will provide the proposed services.
8. Proposer shall submit detailed project history pages showing similar project experience with greenway planning projects. The pages shall detail:
  - a. Project title, location, project cost, and year completed; and
  - b. Project Manager, and
  - c. Percent of project completed directly by the proposer's firm; and
  - d. Proposer firm's role(s) in development of the master plan; and
  - e. Staff from the firm identifying key staff personnel, their role on that project, and indicate if they are proposed to have a role this Comprehensive Master Trail Plan. If so, identify that role.
  - f. Provide contact information of references for the above Greenway projects when requested
9. Indicate current responsibilities of person designated to serve as lead contact for DeKalb County.
10. Include certifications held by Proposer's personnel.
11. Indicate support capability.

#### C. METHODS AND PROCEDURES

The proposal must include a detailed description of the procedures and methods you propose to use to complete the work requested for this RFP.

#### D. WORK SCHEDULE

A project work schedule shall be provided within the proposal which includes the project time frame, including target dates for all major proposed work elements.

#### E. EVALUATION CRITERIA

All proposals will be evaluated based on the technical and professional expertise and experience of the firm, the proposed method, and the procedures for completion of the work, and the ability of the firm to be independent and objective in performing the requested work.

##### 1. Technical Expertise and Experience

The technical expertise and experience of the firm will be determined by the following factors:

- The firm's experience in performing similar work in Greenway master planning
- The level of expertise of the individuals assigned to conduct the work
- The clarity and completeness of the proposal and the firm's demonstrated understanding of the work to be performed.
- Design and costing of greenway infrastructure improvements
- Project Management and community involvement

- Non-infrastructure strategies for encouraging biking and walking
- Site plan standards and strategies for improving the current greenway system

2. Procedures and Methods

The following factors will be considered:

- The techniques for collecting and analyzing data
- The sequence and relationships of major steps
- The extent of community/stakeholder’s outreach.

F. DEKALB COUNTY’S RESPONSIBILITIES

DeKalb County will provide the following information, if available:

- Provide all data on shared paved paths and related facilities
- Provide direction on the development and review of the plan content
- Secure locations for any stakeholder meetings and public meetings
- Create press releases announcing location of stakeholder and public meetings a minimum of two weeks in advanced and advertise the meetings in the park system facilities
- Provide staff for break-out sessions or information stations at public engagement meetings, if needed
- Review and respond to public comments
- Posting of public meetings on the DeKalb County website

G. The following Required Documents Checklist includes a list of attachments which **must** be Completed and Returned with Responder’s technical proposal or proposal may be deemed non-responsive:

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

## **II. STATEMENT OF WORK**

This Statement of Work outlines the basic requirements for the Project.

The following expected tasks of the consultant shall be detailed by the selected consultant:

### **TASK 1: PROJECT MANAGEMENT**

- Upon receipt of the Notice to Proceed, the consultant and the DeKalb County assigned Project Manager will set a kick-off meeting date to review the scope of work and clearly define the project expectations, visions, and goals and timeline for completion.
- There will be approximately 30 bi-weekly meetings, virtually, in which the consultant will provide an agenda prior to each meeting and will follow-up with a meeting summary and action items.
- A shared file account for project coordination, document storage, and meeting minutes will be established and maintained by the consultant
- There will be two in person meetings, in addition to the bi-weekly virtual meetings, one at mid-point meeting and one final meeting which will be organized by the consultant
- There will also be attendance of three meetings for presentation with (1) the Citizens Advisory Board, (2) the PECS committee, and (3) the full Board of Commissioners in which the consultant will coordinate and present the final master plan for approval and adoption.
- Monthly meetings (at least 6) with the advisory group/steering committee meeting which will be created specifically for the greenway master plan.

### **TASK 2: ANALYSIS OF EXISTING TRAIL NETWORK AND PHYSICAL CONDITIONS**

The purpose of this task is to assess the existing greenway network located within unincorporated DeKalb County based on data collected in areas with known challenges, assessment of the system-wide accessibility, perform an inventory of paved trail systems which may include some sections that maybe located within city hoods, and evaluate the current standards and policies that are currently being used by both unincorporated DeKalb County and adjacent municipalities.

#### **2.1 Site Inventory and Analysis**

The existing site inventory and analysis establishes parameter for the proposed facilities. The consultant will review, compile, and analyze existing GIS data from DeKalb County Transportation Department, with PATH, and previous consultants to create a comprehensive map of existing and proposed trails and their potential connections to business centers, neighborhoods, open space, and community amenities.

#### **2.2 Assess Interjurisdictional Connections**

The existing greenway network within DeKalb County crosses into the Cities of Avondale, Scottdale, Tucker, Stonecrest, Brookhaven, Dunwoody, Chamblee, Lithonia, Stone Mountain, Doraville, and Decatur. This is in addition to the connection into Rockdale County, City of Atlanta and Panola State Park and their trail systems. The consultant will conduct an on-the-ground inventory of the existing trails within each incorporated City as it relates to current standards, to create maps, a sign inventory and standards which documents the existing and planned future trails in all adjacent jurisdictions. This may also include Intergovernmental Agreements (IGA's) and/or Memorandum of Understanding's (MOU's) which details the responsibility for maintenance and operations within each municipality.

### 2.3 Assess Physical Trail and Greenway Conditions

The consultant will assess the physical characteristics including location, type, and size of the paved trail system located within unincorporated DeKalb County to access design standards, signage, safety and access, and maintenance conditions. The network is divided into four sections which encompass the current system which needs to be inventoried:

- i. South Fork Peachtree Greenway
- ii. Arabia Mountain
- iii. South River Trail
- iv. Stone Mountain Trail/East Decatur Greenway

### 2.4 Review Trail and Greenway Usage

As there is no current trail usage data at present, the consultant should collect usage information along the four sections of trail to identify popular trail routes in the County along with on-the-ground inventory pedestrian counts at each of the four trail sections during the week and on weekends for a total of 16 separate occasions.

### 2.5 Review Trail and Greenway Crime Data

The Consultant will analyze trail crime data provided by DeKalb County and to the extent the data allows, the Consultant will examine types of crime, geographic and age distribution, time of day, and document the crime data collection methodology. The data will be utilized in order to determine where and if necessary, the placement of cameras, lighting and call boxes.

### 2.6 Maintenance and Operations

Based on a review of the County's current maintenance operations, research on national standards, and staff interviews, the Consultant will provide strategic guidance and recommendations for improving current practices. The Consultant will work with staff to develop a structure and outline for a new maintenance plan that can adapt and grow with an expanding trails network and an increase in demand.

The Consultant will also provide trail performance metrics and maintenance recommendations which will list alternate materials which could be utilized to lower long-term maintenance costs. The Consultant will work with staff to develop an annual maintenance review process including performance measures to evaluate how well the trail system is being maintained over time. To maintain and provide continued service for the existing and growing infrastructure of the greenway network, adequate staffing resources are necessary. The consultant will conduct staff interviews and research national standards to recommend training and staffing needs either contracted or in-house based on the newly developed operations plan and implementation.

### 2.7 Analysis of Gaps and Barriers

Relying on both the data collected and a review of existing GIS data, the Consultant will conduct a barriers analysis and needs assessment for the DeKalb County trails and greenway network. The analysis will be used to identify:

- Critical network gaps: The Consultant will look at facility gaps and in particular, low-stress bicycle and pedestrian network gaps. The Consultant will also identify potential locations for bicycle commuter and repair facilities.
- Places that need better connectivity: The barrier analysis should identify types of places, such as bus stops, multifamily housing, or schools, that need focused access improvements in the future non- motorized network.
- Equitable access to the trails network: The Consultant will use the demographic analysis and network inventory (planned and proposed) to assess network access for households with



people of color, households with school-aged children, senior households, low- and moderate-income households, and zero car households.

## 2.8 Existing Trails and Greenways Conditions Report

Based on the previous tasks, the Consultant will compile the finding into a highly graphical existing conditions report including mapping which details the state of the trails and greenway system in Dekalb County.

Task 2 Deliverables:

- Existing Trails and Greenways Conditions Report/Maps
  - Summary of Staff, Community, and Public Engagement
  - Maps and diagrams detailing the current state of existing and planned trails and greenways including wayfinding signage
  - Detailed reports and maps on trail connections, usage and crime data
  - Inventory report on South Fork Peachtree Greenway, Arabia Mountain, South River Trail and Stone Mountain Trail/East Decatur Greenway
  - Gaps and Barriers Analysis
- Maintenance and Operations Plan
  - Up to 5 focus group/individual interview sessions as it pertains to Trail/Greenway maintenance
  - Creation of a maintenance and operations plan
  - Long-term staffing plan
  - Criteria for annual maintenance evaluation report
  - Policy guidance for interdepartmental and interjurisdictional coordination
  - Strategic guidance and key recommendations for improving the current maintenance plan
  - Performance measures

## TASK 3: COMMUNITY, AND STAKEHOLDER ENGAGEMENT

Meaningful, equitable, and fun engagement of this project is a must. At a minimum, DeKalb County expects the Consultant to:

- Host six (6) community open houses in different locations throughout the County; three (3) to introduce the project and three (3) to review the final plan
- Present a total of three (3) times to each the Citizens Advisory Board (CAB) board members, the Planning, Economics, and Community Services (PECS) committee, and the Board of Commissioners (BOC) meeting
- Conduct up to three (3) guided ride/walking tours
- Conduct up to fifteen (15) small group or one-on-one stakeholder interviews. Interviews will be scheduled by DeKalb County. It is expected the majority of these will be virtual.
- Convene a Trails and Greenspace Advisory Committee of up to fifteen (15) community representatives that will meet a minimum of six (6) times throughout the process
- Create an interactive website and provide content
- Create a Community Input Map to gather location-specific public comments
- Host up to three (3) pop-up booths to receive community input at the start of the public meeting

### Task 3 Deliverables:

- Six (6) community open houses
- Three (3) committee meetings
- Three (3) guided ride/walking tours
- Fifteen (15) stakeholder interview
- Six (6) Greenspace Advisory Committee meetings
- Interactive website and content support
- Community input map
- Three (3) pop-up booths

### TASK 4: ECONOMIC BENEFITS

The quality of life in a community is an increasingly important factor in corporate relocation decisions; greenways are often cited as important contributors to quality of life and to the attractiveness of a community to which businesses are considering relocating. Spending by residents and non-residents on greenway related activities helps support recreation related business and employment, as well as businesses patronized by greenway and trail users.

There are three main types of economic effects: direct (jobs that are created during construction, for example), indirect (suppliers of tools and materials increase output); and induced (money that is earned from the project which is spent on unrelated goods and services).

#### 4.1 Evaluation

In order to acquire the data necessary to estimate the values for activity duration (person days) and expenditures per activity per day, the consultant shall conduct six (6) separate on site surveys at multiple locations within the trail network to trail users during peak activity. Prior to the surveys, the consultant will work with DeKalb County personnel to create questions for the survey to be asked to the trail users. Based on the usage information collected within Task 2.4 along with the survey information, existing literature, local and national precedents of comparable county-wide trail and greenway systems from around the country, the consultant will monetize the non-expenditure side of indirect and induced benefits of trail-dependent activities as well as health related impacts and job access.

#### 4.2 Cost-benefit analysis

The consultant shall conduct a cost benefit analysis to estimate the value of the trail facilities and compare it against the cost of right-of-way acquisition, construction, and long-term maintenance. The initial costs of design, right-of-way acquisition, and construction are one-time expenditures; the ongoing cost of maintenance is an additional cost comprising direct labor, fringe benefits, materials, and equipment. The consultant should include the calculation of a benefit-cost ratio (BCR) to payback period as a metric tool.

#### 4.3 Indirect Benefits

Increased trail usage produces improved mental benefits of exercising, reductions in mobile source emissions for trips that replace an automobile with a non-motorized mode of travel, new or expanded business opportunities and impacts of adjacent property values which has indirect benefits to users. The external factors of increased exposure for adjacent properties, potential or perceived loss of privacy, littering and trespassing is necessary in any discussion. Based on the public engagement open houses and the survey information collected from Task 4.1, the consultant will summarize the findings within a report with recommend policies that preserve neighborhoods and allow existing residents to benefit from trails and greenways in addition to new residents that may be attracted to

the area because of this new amenity.

Task 4 Deliverables:

- A High-level and graphically rich Economic Analysis Briefing Book
- Survey information collected
- Cost benefit analysis summarizing direct, indirect costs and BCR

#### TASK 5: TRAIL AND GREENWAY NETWORK DEVELOPMENT

The proposed network development for the DeKalb County greenways/trails comprehensive master plan aims to improve access for patrons, close gaps in the trail system, create a safe and accessible trail system for all users, enhance the quality of life for area residents, and links together a safe, connected system which will adapt to change and take advantage of opportunities related to the economic prosperity of the communities.

Based on the information collected from the previous tasks, the Consultant will develop a series of GIS maps that details the existing and planned network, connections to parks and recreational facilities neighboring jurisdictions, trails by type, and highlight environmental, historical features and wildlife corridors to be enhanced and protected. All information must be kept current and consistent. County Staff and the Advisory Committee will review the draft network and provide comments to the Consultant. Based on the feedback, the Consultant will make revisions and present the final draft network for DeKalb County approval.

Task 5.1: Additional Trails, Trail heads and Facilities Locations

The Consultant should identify locations for proposed trails, trail heads, and potential facilities of different types to ensure connectivity to urban centers and neighborhoods to parks, bike lanes, employment centers, future connection to the Beltline, MARTA rail stations and bus stops, civic buildings, and historic, environmental, and cultural resources within the County, as well as to adjacent jurisdictions' trail systems. The result will be a comprehensive Countywide draft Trail and Greenway Network Map.

Task 5.2: Updated GIS Database with Trail Classifications

Once the previous subtasks are completed in Task 4 and reviewed by the County, the Consultant will develop with GIS data a trail classification system (and related criteria) for all segments of the proposed and existing trails in the GIS database.

Task 5 Deliverables:

- Countywide Trail Network Map with adjustments made to existing and proposed trail segments and trail segments identified by classifications determined in the Trail Design Protocol (for more information, see Task 5.1 below)
- Inventory and Network Maps (shape files and map outputs)
- Bicycle facility locations along with potential acquisition costs and design standards

#### TASK 6: TRAIL DESIGN STANDARDS AND GUIDELINES

The Consultant will develop design standards related to the proposed trail network and facilities based on national best practices for trail and greenway design along with discussions with County staff. The trail design standards and guidelines should improve the experience of trail users and combine planning and sustainability. In developing the standards, the Consultant will consider all aspects of the design, management and maintenance of trails and trail systems for both passive and active recreational and transportation use. The design standards and guidelines must also address how the County trail system will promote human health and safety, protection for natural resources, and economic development. The Consultant will also provide guidance on how the County's trail

network should interface with other facility types such as streets, sidewalks, MARTA and bicycle facilities.

#### Task 6.1: Trail Design Guidelines and Standards

The Consultant will develop trail design guidelines and standards that include but are not limited to:

- Trail classifications definitions based on trail design criteria, user groups and profiles
- Design standards which define surface types and treadway design, widths, shoulders, uses, geometric considerations, lighting, security lighting, cameras, call boxes, drainage, road crossing issues, trail amenities, wayfinding framework, etc.
- Conceptual drawings and specifications

#### Task 6.2: Amenity Guidelines and Standards

The Consultant will develop amenity guidelines and standards that include but are not limited to:

- Standards for trailheads and waysides, including sample layouts.
- Guidance regarding motor vehicle parking volumes, bicycle parking volumes, parking lot safety, multimodal access, and provision of amenities, such as water, information kiosks, site furnishings, lighting, security lighting, cameras, call boxes, hardscape, plantings, shade, interpretative and wayfinding signage, bicycle maintenance stands, and trash and recycling receptacles.

#### Task 6.3: Wayfinding Guidelines and Standards

The Consultant will develop wayfinding guidelines and design standards that include but are not limited to:

- A framework for a County-specific trail wayfinding system that describes the differing guidance needs found on various classifications of trails
- Best practices regarding sign styles and design
- Key aesthetic and functionality issues to consider in selecting sign system materials and graphic styles, including sign systems intended for use along roads and shared use paths, other park & recreation- oriented approaches, and trail user information signs.

#### Task 6.4: Case Studies and Precedent Imagery

The Consultant will provide imagery for identified sections within the trail network based on case studies and precedent examples of the next generation of trail design. The concepts should include placemaking, sustainability, climate resiliency and emergency management and preparedness. The Consultant will identify the case studies in collaboration with the County.

#### Task 6 Deliverables:

- Trail and Greenway Design Standards Graphical Memo that includes:
  - Trail design guidelines and standards
  - Security lighting, cameras and call box location guidelines and standards
  - Amenity guidelines and standards
  - Wayfinding guidelines and standards
  - Up to three (3) case studies and precedent imagery

### TASK 7: CAPITAL DEVELOPMENT PROGRAM AND STRATEGIES

#### Task 7.1: Capital Development Program

The Consultant will develop a matrix for the proposed trail connections, new trail segments and additional facilities for implementation. The matrix will include feasibility/constructability, safety,

necessity, funding availability, agency goals and mission, public support, and community access. Based on feedback from the County and the Advisory Committee, the Consultant will use the trail matrix to prioritize the Capital projects into different tiers which span over the next 10 years. All proposed Capital projects will include project descriptions, project locations, project limits, length, types and other supplemental information drawn from earlier tasks. The matrix will be reviewed by the County's for input. Accompanying the matrix will be a map which shows the locations of all the proposed projects.

The map will prioritize the proposed projects and will assist County staff in determining the distribution of future capital projects to ensure an equitable allocation is made within DeKalb County.

#### Task 7.2: Feasibility Review

Based on Tasks 6.1 and 7.1, the Consultant will identify with County staff up to five (5) project segments within the trail network and prepare a high-level feasibility study for potential design, acquisition, and construction. The feasibility study will provide cross-sections, specifications, and renderings along with probable opinion of costs for the identified project segments.

#### Task 7.3: Costs

The Consultant will also develop a cost estimate for each identified trail type which will aid in creating a comprehensive cost estimate for a phased Capital Development program based on the tiers created in task 7.1 The proposed trail connections and facilities as well as the increased maintenance costs associated with the additional connections should be included. The comprehensive estimate should include engineering and other professional costs, construction and materials costs, project administration costs, and a 10% contingency.

#### Task 7.4: Financing and Regulatory Review

To fund the Capital Development Program and additional maintenance costs associated with the proposed trail connects, the Consultant should develop a strategy with recommendations for implementation based on equity and the priority projects identified in Task 7.1 (bonds, grants, fundraising, etc.) The Consultant will explore various funding options available for building the network over the next 10 years and present the information in an organized matrix and timeline to the County identifying at which stages the County should start implementation. All recommendations should be aligned with local regulations, plans, and other relevant documents.

#### Task 7 Deliverables:

- Criteria ranking, draft and final (matrix)
- Project prioritization phasing table that includes:
  - Implementation steps
  - Key partners
- Cost estimates
- Funding matrix
- Feasibility review
- Non-profit partnership strategy and timeline

### TASK 8: DRAFT AND FINAL COUNTYWIDE TRAILS MASTER PLAN

During the entire comprehensive planning process, the Consultant will create an outline based on the recommendations they have assembled throughout. The outline will be submitted for review and refinement to the County and the Advisory Board. Since the process is on-going, and the plan will be implemented over time, the Consultant will suggest various formats that will allow for easy access and potential for updates to encourage feedback.

#### Task 8.1: Draft Countywide Trails Master Plan

The Consultant shall assemble a graphically rich Draft Countywide Trails Master Plan for review that will include an executive summary, charts, tables, maps, and graphics, along with narrative. It will also feature an appendix documenting outreach events and stakeholder input, along with other more detailed information and analysis. The Consultant will submit this draft for review by County staff and stakeholders and will revise the draft based on these comments. There will be two rounds of comments before proceeding into the final plan stage.

#### Task 8.2: Final Countywide Trails Master Plan

The final plan will address any comments from the draft plan gathered from the County, as well as any additional agency comments, and incorporate the input into a final plan. The final plan will be a digit public-facing document detailing the planning process and provides the County with a blueprint for implementation of the trails network. The Consultant will present the final draft to County for one final round of revisions and then will present the final plan to the Board of Commissioners.

#### Task 8 Deliverables:

- Draft Countywide Trails Master Plan in PDF and web-based format
- Final Approved Draft Plan in PDF and web-based format
- Final Approved Plan in PDF format

### III. PROPOSAL FORMAT

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

#### A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "**Cost Proposal for Request for Proposals No. 22-500622 for Comprehensive Trail - Greenway Master Plan**" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

#### B. TECHNICAL PROPOSAL (NOTE: DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION.)

1. Technical Proposals must be submitted in a sealed envelope(s) or box(s) with the responder's name and "**Request for Proposals No. 22-500622 for Comprehensive Trail – Greenway Master Plan**" 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. **Organizational Qualifications: (20 points)**
  - Describe Responder's experience, capabilities and other qualifications specific to this project's scope of work;
  - Responder shall complete Attachment A, *Proposal Cover Sheet*, and include this in the technical proposal.
4. **Methodology and Approach: (20 points)**

Responders are required to describe the procedures and methods that will achieve the required outcome of the project.
5. **Qualifications and Responsibilities of Personnel: (10 points)**
  - Identify all team members who will be part of the project by name, title and description of role.
  - Include any outside personnel, such as subcontractors or consultant who will be part of the project by name, title and description.
6. **Description of Proposed Services: (10 points)**
7. **Financial Responsibility: (5 points)**

Responder must provide financial statements (balance sheet, income statement and cash flow statement) for the last three 3 years that evidences that the responder has the financial capacity to perform the scope of work.
8. **References: (10 points)**

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

### C. DeKalb First (LSBE) Ordinance

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

attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact our LSBE Program representatives, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov) or (404) 371-4770.

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

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

#### **IV. CRITERIA FOR EVALUATION**

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

- A. Cost (15 points)
- B. Organizational Qualifications (20 points)
- B. Methodology an Approach to the Project (20 points)
- C. Description of Proposed Services (10 points)
- D. Qualifications and Responsibilities of Personnel (10 points)
- E. Financial Responsibility (5 points)
- F. References (10 points)
- G. Local Small Business Enterprise Participation (10 points max.)
- H. *Optional Interview (10 points) – bonus*

#### **V. CONTRACT ADMINISTRATION**

##### **A. Standard County Contract**

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



## **B. Submittal Instructions**

**One (1) original Technical Proposal stamped “Original” and five (5) flash drives each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the drives); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal)** must be submitted to the following address no later than **3:00 p.m. on August 23, 2022.**

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

Proposals must be clearly identified on the outside of the packaging with the responder’s name and **“Request for Proposals (RFP) No. 22-500621 for Comprehensive Trail - Greenway Master Plan Services”** on the outside of the envelope(s) or box(es).

## **C. Pre-Proposal Conference - MANDATORY**

A mandatory pre-proposal conference will be held virtually at 10:00 a.m. on the **4th day of August, 2022** at <https://dekalbcountyga.zoom.us/j/9333908091>. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference please contact Brenda H. Redus via email at [bredus@dekalbcountyga.gov](mailto:bredus@dekalbcountyga.gov)

## **D. Questions**

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Brenda H. Redus, via email to [bredus@dekalbcountyga.gov](mailto:bredus@dekalbcountyga.gov), no later than close of business (5:00 p.m.) on **August 8, 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.

## **E. Acknowledgment of Addenda**

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit with proposal to the Department of Purchasing and Contracting as requested. Responder may contact Brenda H. Redus via email to [bredus@dekalbcountyga.gov](mailto:bredus@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County’s website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

## **F. Proposal Duration**

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

### **G. Project Director/Contract Manager**

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

### **H. Expenses of Preparing Responses to this RFP**

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

### **I. Georgia Open Records Act**

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

### **J. First Source Jobs Ordinance**

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

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

### **K. Business License**

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its

valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

#### **L. Ethics Rules**

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

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

#### **M. Right to Audit**

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

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

#### **N. Cooperative Procurement**

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

## **VI. AWARD OF CONTRACT**

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary. If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

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

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

Sincerely,

---

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

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

**ATTACHMENT A**

**COST PROPOSAL FORM**

( pages 21 thru 22)

**RFP NO. 22-500622**

**COMPREHENSIVE TRAIL - GREENWAY MASTER PLAN SERVICES**

**Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals (RFP) No. 22-500622" clearly identified on the outside of the envelope.**

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

Please provide the following information:

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

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

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

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

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

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

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

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

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

**ATTACHMENT A**

**COST PROPOSAL FORM (cont'd.)  
RFP NO. 22-500621**

**Responder:** State a FIRM FIXED LUMP SUM PER TASK for all costs, direct and indirect, administrative costs, labor and materials to complete the tasks as described within the scope of work for the *COMPREHENSIVE TRAIL - GREENWAY MASTER PLAN* on form below:

TASK	UNIT	AMOUNT (\$)
1	Lumpsum	
2	Lumpsum	
3	Lumpsum	
4	Lumpsum	
5	Lumpsum	
6	Lumpsum	
7	Lumpsum	
8	Lumpsum	
<b>GRAND TOTAL</b>		\$ _____

\$ \_\_\_\_\_  
(STATE AMOUNT IN FIGURES)

**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	<b>County</b>	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 <b>RFP No. 22-500622 Comprehensive Trail - Greenway Master Plan Services</b> described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <b>August 23, 2022 until 3:00 p.m. (EST)</b>. Proposals shall be marked in accordance with Section V.B.</p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C**  
**CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

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

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



**ATTACHMENT D  
LSBE SUBCONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

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

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

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

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

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

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

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

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

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

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

**EXHIBIT A**

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

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

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

SOLICITATION NUMBER: RFP No. 22-500622

TITLE OF UNIT OF WORK – Comprehensive Trail - Greenway Master Plan Services

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
\_\_\_\_LSBE-DeKalb    \_\_\_\_LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: \_\_\_\_\_.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D**

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

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

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

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

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program Representatives, contact our LSBE Program representatives, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov) or (404) 371-4770.

**EXHIBIT A, CONT'D**

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

**Bidder/Proposer Statement of Compliance**

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

**1. Non-Discrimination Policy**

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



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

2. **Commitment**

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

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer:

\_\_\_\_\_

(Authorized Signature and Title Required)

Date

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

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

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

**EXHIBIT B**

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

Instructions:

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

**To:** \_\_\_\_\_

\_\_\_\_\_  
(Name of Prime Contractor Firm)

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

**RFP Number:** 22-500622 \_\_\_\_\_

**Project Name:** Comprehensive Trail - Greenway Master Plan Services

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

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

**Prime Contractor**

**Sub-contractor**

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

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

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

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

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

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

**ATTACHMENT F**

**SAMPLE COUNTY CONTRACT**

**AGREEMENT FOR PROFESSIONAL SERVICES  
DEKALB COUNTY, GEORGIA**

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

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

**ARTICLE I. CONTRACT TERM**

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

**ARTICLE II. PAYMENT**

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

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

Invoice(s) must be submitted as follows:

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

\_\_\_\_\_  
\_\_\_\_\_

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

### **ARTICLE III. SCOPE OF WORK**

The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the County's Request for Proposals (RFP) No. XX-XXXXXX for \_\_\_\_\_, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference. The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

### **ARTICLE IV. GENERAL CONDITIONS**

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

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

**C. Ownership of Documents** All documents, including drawings, estimates, specifications,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**L. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has



complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

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

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

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

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

**Q. Business License** Contractor shall submit a copy of its current, valid business license with

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

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

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

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

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

**If to the County:**

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

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

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

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

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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 Cost Proposal**

SAMPLE COUNTY CONTRACT

**APPENDIX I**  
SAMPLE COUNTY CONTRACT

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

SAMPLE COUNTY CONTRACT

**APPENDIX II**

**ATTACHMENT B**

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

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

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

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

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

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

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

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

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

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

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

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

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



**ATTACHMENT C**

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

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

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

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

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

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

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

DeKalb County Georgia Government \_\_\_\_\_

Name of Public Employer

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

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

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

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

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

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

**ATTACHMENT E  
CERTIFICATE OF CORPORATE RESOLUTION**

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

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

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

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

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

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

(CORPORATE  
SEAL)

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

**ATTACHMENT G**

**RESPONDER AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT H**

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

**EXHIBIT 1**

***First Source Jobs Ordinance Acknowledgement***

**Contract No.** \_\_\_\_\_

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

**CONTRACTOR OR BENEFICIARY INFORMATION:**

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

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

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



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

**BUSINESS SERVICE REQUEST FORM**

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

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**CONTACT PHONE:**

**CONTACT FAX:**

**CONTACT E-MAIL ADDRESS:**

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

---

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

**POSITION TITLE:**

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

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

**SPECIFIC WORK SCHEDULE:**

**SALARY RATE(OR RANGE):**

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

**PUBLIC TRANSPORTATION ACCESSIBILITY YES  NO**

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

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

**Please return form to: Business Solutions Unit (First Source)**

**774 Jordan Lane Bldg. #4**

**Decatur, Ga. 30033**

**Phone: (404) 687-3400**

**FirstSourceJobs@dekalbcountyga.gov**

