



**DeKalb County
Department of Purchasing and Contracting**

March 28, 2022

REQUEST FOR PROPOSALS (RFP) NO. 22-500601

FOR

NORTH DRUID HILLS CORRIDOR SCOPING STUDY

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Mandatory DeKalb First LSBE Meeting: **Waived for this Solicitation**

Pre-Proposal Conference: April 6, 2022, at 2:30 P.M. (ET) via ZOOM :
<https://dekalbcountyga.zoom.us/j/84672092238>

Deadline for Submission of Questions: 5:00 P.M. ET, Friday, April 8, 2022
Deadline for Receipt of Proposals: 3:00 P.M. ET, Friday, April 22, 2022

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

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

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FOR

NORTH DRUID HILLS CORRIDOR SCOPING STUDY

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in scoping study services to submit proposals for the North Druid Hills Corridor Scoping Study.

I. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified consultants for the DeKalb County Government North Druid Hills Corridor Scoping Study. The study will develop viable, multimodal, and cost-effective mobility solutions and to study the feasibility of short- and long-range alternatives in improving the efficiency, operations, and safety of the corridor. The project will provide Transportation guidance in modernizing the North Druid Hills Rd/Valley Brook Rd area, to improve better transportation options (traffic operations, multi-modal, safety) for the stakeholders in the area and to address congestion/safety issues.

II. SCOPE OF WORK

Background:

The scoping study is a federal aid study sponsored by the Atlanta Regional Commission (ARC) and DeKalb County. The scoping study limits are North Druid Hills Rd/Valley Brook Road Corridor from Briarcliff Road to E. Ponce de Leon Ave, including the US 78 Interchange but excluding GDOT PI 0017991: North Druid Hills Bridge replacement project from Spring Creek Road to Willivee Drive. Coordination between this work effort and PI 0017991 will be necessary.

North Druid Hills Road is classified as a non-state route principal arterial from Briarcliff Road to US 78 with traffic volumes of 35,000-37,000 AADT (but up to 52,000 on the western end) on mostly a four-lane undivided roadway. Valley Brook Road is the extension of North Druid Hills Road southeast of US 78 down to E. Ponce de Leon Avenue. Valley Brook Road is a two-lane minor arterial road with an annual average daily traffic of 11,500 vehicles per day. There are two developments of regional impacts, Children's healthcare of Atlanta (CHOA) & Executive Park, that have been approved adjacent to the corridor in neighboring Brookhaven's jurisdiction. In addition, the North DeKalb Mall site is proposed to begin the DRI process and is prime for economic redevelopment but needs infrastructure to support it with meaningful connections. There are mature residential neighborhoods which report crashes entering/exiting their streets due to lack of turn lanes seek safety improvements and congestion relief along the corridor.

North Druid Hills Rd/Valley Brook Rd needs to be modernized to provide better transportation options (traffic operations, multi-modal, safety) for the stakeholders in the area and to address congestion/safety issues. Connection to the South Fork Peachtree Creek Multiuse Path and the Atlanta- Stone Mountain Multiuse Path are desired. Valley Brook Road is a two-lane road with some horizontal and vertical alignment issues that need to be corrected, as well as traffic operations, multi-modal and safety issues. This project would be a safety, operations, multi-modal and potential capacity project (limited sections). The deliverable will be a concept report breaking the project into at least 3 manageable phased projects of less than \$8M in construction funding (Phase 1- North Druid Hills Road from Briarcliff Road to the Spring Creek Road, bridge project being designed by others North Druid Hills bridge from Spring Creek Road to Willivee Drive (GDOT PI 0017991), Phase 2- North Druid Hills Road from the Willivee Drive to US 78/Stone Mountain Freeway and Phase 3- Valley Brook Road from US 78/Stone Mountain Freeway to E. Ponce de Leon Road) with public input to determine the long-term vision of the stakeholders to apply for a future federal aid project. As part of this study, the consultant is encouraged to recommend further project phasing necessary based on context of the proposed road section or future project funding limits.

North Druid Hills Road/Valley Brook Road changes both context and stakeholder groups along the study area. DeKalb County is seeking a robust public input process to determine the community's vision for the corridor for a future federal aid construction project submittal or no build alternative. Due to the various stakeholders along the corridor and the continued impacts of the pandemic, DeKalb County is asking the consultant to outline a strategy for public involvement to ensure stakeholders of all types are engaged, including senior, low-income and minority stakeholder populations.

Project Considerations and Objectives:

The North Druid Hills/Valley Brook Road Concept Study will begin from Briarcliff Road (SR 42) and extend southeast to East Ponce De Leon Avenue. The purpose of this study is to develop viable, multimodal, and cost-effective mobility solutions and to study the feasibility of short- and long-range alternatives in improving the efficiency, operations, and safety of the corridor. The study will make project recommendations based on the following criteria

and considerations:

- Consistency with the vision and goals set forth in the County’s Comprehensive Transportation Plan and the Atlanta Region’s Plan
- Broad public and stakeholder support
- Potential to address the existing and future mobility needs of the corridor for all users
- Sensitivity to current and future land use
- Access management strategies to maximize safety and efficiency
- Safety throughout the corridor

The study will involve several tasks including environmental screening and inventory of existing conditions, traffic projections, alternatives analysis, public and stakeholder involvement, and developing a set of recommendations that includes short- and long-range improvements with conceptual schematics and cost information.

A. PROPOSED TASK:

The work to be accomplished under this contract is divided into the following tasks:

Task 1- Project Management - The consultant shall establish a Project Management Team (PMT) that includes, at a minimum, County project manager, consultant(s) and a representative from ARC. A kick-off meeting will be held with the project management team to discuss the goal of the study and refine the scope. The consultant will develop a Project Management Plan to identify approaches for communication, coordination, QA/QC, and schedule management after the kick-off meeting. The project management team will meet with the consultant monthly, at a minimum. Additional representatives and County staff may be included, as needed.

Deliverables:

1. Kick-off meeting and meeting summary
2. Project Management Plan
3. Meeting minutes for PMT meetings

Task 2 – Existing Conditions & Technical Analysis - Conduct traffic, environmental, and needs assessment to determine feasibility of various alternative concepts along the corridor.

Specific tasks include:

1. Conduct a review of relevant previous plans and studies, current land use or transportation regulations or policies that impact the study area, and developments and projects underway, permitted or programmed in the study area.
2. Conduct traffic counts and trip generation, including turning volumes at major intersections and truck volumes along study corridor. The data will include, but will not be limited to, peak-hour turning movement counts, daily traffic counts.

3. Conduct a review of the operations along the study corridor, including, but not limited to bicycle and pedestrian infrastructure, inventory of intersections, turn lanes, medians, locations of driveways and opportunities for consolidation, and signal timing information.
4. Conduct a safety audit of the study corridor, including reviewing the most recent 5 years of crash data available for all modes, conducting a field visit by the stakeholder team, photo-documenting potential safety risk factors.
5. Conduct preliminary environmental screening consisting of a windshield survey, ground truthing (where necessary), and electronic database record research to document environmentally sensitive resources within the natural, social, and cultural environments including NWI mapping, cultural and historic resources, underground storage tank or Hazmat sites, threatened and endangered species, noise and air quality impacts, floodplains, etc.
6. Research right-of-way (ROW) information to determine number of parcels, driveways, easements, property owners, potential relocations and other impacts, and estimated costs for acquisitions including easements.
7. Identify pre-existing utilities or railroads that could be impacted by any of the alternative concepts identified, and corresponding contact information of the utility owners.
8. Conduct a needs assessment using the latest version of the ARC Travel Demand Model (or other traffic simulation forecasting application) and GDOT historical traffic count data to develop a proposed growth rate and traffic analysis of existing conditions and future year no-build conditions for the design year and open year. Existing and future system deficiencies and needs will be identified based on the traffic analysis results.

Deliverables:

1. Existing Conditions Analysis Document
2. A USB thumb drive containing electronic files in their original formats with supporting graphics and GIS or other data files (Word, Excel, InDesign, CAD, etc.).

Task 3 – Stakeholder and Public Engagement - The goal of this task is to develop a planning outreach process that promotes the involvement of all stakeholders in the study area and, more specifically, any potential partners identified for future implementation. A concerted effort to reach out to senior, low-income and minority stakeholder populations should be made. The consultant(s) will be responsible for designing an effective and innovative public involvement program with input from ARC.

The Stakeholder and Public Engagement Strategy and schedule must be approved by the Project Management Team and shall include outreach and coordination with targeted stakeholders and agency partners, as well as broad outreach to the public. Minimum requirements are as follows:

A. Stakeholder Steering Committee (SSC):

1. Agency coordination with relevant DeKalb County departments, GDOT offices, ARC, Cities, CIDS, the PATH Foundation, the DeKalb County Board of Education and other agency partners as needed.
2. The Project Management Team with consultants shall identify individuals and agencies to approve the SSC members in advance of notification.
3. The SSC will be convened at least four (4) times over the project schedule and will assist the PMT with methodologies, background, outreach strategy, implementation plans and other milestones as needed.

B. Public Engagement and Outreach:

1. Outreach to key stakeholders, including property owners, business owners, schools, churches, residents and tenants adjacent to the study area. The format may include, but not limited to, meetings (in person, phone or web-conference), focus groups and/or individual stakeholder interviews.
2. A demonstrable effort shall be made to include persons or organizations that are or represent low-income, minority, persons with disabilities, or other disadvantaged stakeholders within reasonable proximity to the proposed study area.
3. Engagement with the public at large will include educating about design alternatives and potential impacts, as well as, seeking input and consensus on preferred concept, typical sections or improvements. A variety of tools and approaches should be used, including social media, surveys, and hosting outreach activities in the study area (e.g. at schools, churches or businesses along the corridor). A minimum of two (2) public events shall be held. Format and timing are to be determined as part of the SPE Strategy.

- C. Project information will be uploaded to a project website (hosted by the County) to provide basic project information to the public and shall include project materials public event notifications and design alternatives being considered and shall provide the opportunity to leave feedback.

Deliverables:

1. Stakeholder and Public Engagement (SPE) Strategy
2. Project website and communication materials
3. Meeting and Activities Summary

Task 4 – Project Impact Analysis & Alternative Evaluation - Develop a list of alternative concepts including both short- and long-range improvements. Short-range improvements should primarily focus on operational, safety and minor capacity deficiencies along the

corridor under existing and near future conditions. These improvements require minimal right of way and environmental impacts and may include intersection improvements, turn lanes, signal timing, access management, safe bicycle and pedestrian accommodations and crossings, and minor capacity additions. Long-range improvements should primarily focus on major capacity improvements, transit service and grade separations within the corridor.

Specific tasks include:

1. Prepare an impact analysis for each concept. This analysis will include considerations of other transportation projects or developments underway or proposed in the vicinity. Additionally, the analysis shall also address safety, health or other community impacts, inter-jurisdictional coordination needs, a scan of environmental or historical impacts, utilities, railroad impacts, right-of-way impacts, and any organized opposition to the identified concepts. It will also identify the need for more in-depth traffic studies, air quality modeling, or other requirements that may impact schedule and budget.
2. Design alternatives shall incorporate green infrastructure stormwater management solutions, FHWA “proven safety countermeasures”, and shall also comply with ARC and GDOT complete streets policies.
3. Based on technical analysis, public and stakeholder consensus, environmental and right-of-way impact analysis, and local, state and federal funding eligibility and options, the study will identify at least one preferred concept. Justification and decision-making process for selecting the preferred concept shall be included in the study documentation.

Task 5 – Implementation Plan and Phased Draft Concept Report:

1. Prepare an Implementation Plan identifying short and long-term project activities, phasing, cost estimates, schedules, and potential funding sources.
2. Prepare a draft GDOT Concept Report for the preferred alternative concept, which includes analysis of potential environmental impacts, ROW (temporary and permanent) and utility relocation cost estimates (including railroads), and a concept layout and typical sections. With ARC’s assistance, seek preliminary review and comments of concept report from appropriate GDOT staff. Concepts shall comply with ARC and GDOT complete streets policies and shall incorporate green infrastructure as a means of minimizing stormwater runoff.

Task 6 – Prepare Project Deliverables - The following shall be developed and submitted to DeKalb Count and ARC in the format indicated below:

1. Summary report that includes the study purpose and outline of the process, map of study area, a summary of public involvement, summary of findings from the traffic analysis, crash and safety analysis and environmental scan, preferred and alternative

concepts. Additional documentation and raw data may be attached as appendices, including:

- a. Full traffic report including traffic counts, turning movements and other raw traffic data
 - b. Environmental/historic resources scan memo or survey
 - c. Right-of-way survey, data or mapping files
 - d. Public Involvement documentation such as sign-in sheets, meeting flyers, agendas, summaries, photos, and compilation of public comments
 - e. Crash data
 - f. Any other raw data or documentation required for the concept development or Concept Report
2. Draft GDOT Concept Report
 3. Preferred and Alternative Conceptual Plan Layouts and Typical Sections

Format:

- a. Single combined PDF file of the final report document which includes the summary report, concept layout, typical sections and the remaining full documentation as appendices (as described above).
- b. In addition to the final report, please provide individual PDF files of each of the following:
 - i. Preferred and alternative concept plan layout and typical sections
 - ii. Traffic study
 - iii. Environmental/historic resource scan memo or survey
- c. One (1) printed final report document and appendices in 8.5"x11" and concept plan and typical sections in 11"x17".
- d. PDF of completed GDOT Concept Report
- e. A USB thumb drive containing electronic files in their original formats with supporting graphics and GIS or other data files (Word, Excel, InDesign, CAD, etc.).

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. RFP # 22-500601 for North Druid Hills Corridor Scoping Study on the outside of the envelope.
2. **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.
3. Responders are required to submit their costs on Attachment C, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

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

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "**Request for Proposals No RFP # 22-500601 for "North Druid Hills Corridor Scoping Study"**" 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. Timeliness:
 - a. Provide a performance timeline work schedule based on the information presented in the scope of work that includes all segments of your proposed work.
 - b. Describe in narrative form, your proposed approach to this engagement, including time deadlines by which you would want information from the County, method of transmission of data from the County to your firm, turn-around time in preparing reports, quality controls within your company, and the format of any standard report. Include examples or sample information of reports or other data you have developed (i.e., sample reports of other jurisdictions you have worked with.)

4. Approach/Implementation:
 - a. Describe the methods and processes that you would use to complete the tasks and objectives outlined in the scope of work. A description of the services you intend to provide and your proposed approach to providing the requested services.

5. Experience/Personnel:
 - a. Indicate the experience the respondent has in the areas identified in the scope of work. Describe any additional experience that would substantiate and enhance the qualifications of the respondent in regard to the performance of a contract resulting from this solicitation.

 - b. State the name, title or position, and telephone number of the individuals who would have primary responsibilities for the project resulting from this RFP. Disclose who within the firm will have primary responsibility and final authority for the work under this contract. Attach a current resume for each individual.

 - c. Each Proposer shall demonstrate its qualification by providing the County with a proposal that includes the following information, which the County will use as criteria for evaluating the Proposer's response:
 - Experience and Qualification of Project Manager
 - Project Approach
 - References
 - Adherence to GDOT Schedule

6. References:
 - a. Responder shall provide two (2) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form (Prime)* attached hereto as Attachment D.

7. Fee/Cost (Separate Sealed Envelope): of work.
 - a. Identify all costs to be charged for performing the tasks necessary to accomplish the objectives of the contract as stated herein.

 - b. Submit a fee proposal to provide the professional consulting services outlined in the above Scope of Services. The fee proposal must be an all-inclusive amount for the services proposed, including staff travel. Payment for services will be based on measured deliverables that both parties have agreed upon which will reflect the value of the work performed.

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

C. DeKalb First Ordinance – WAIVED

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 K, *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.** Schedule (10 points)
- B.** Project Approach (30 points)
- C.** References (10 points)
- D.** Statement of Qualifications/Organizational Chart/GDOT Pre-Qualifications/DBE Requirements (30 points)
- E.** Experience (20 points)
- F.** Optional Interview (10 points) – bonus

GDOT Prequalification's of:

The Team (either the Prime Consultant and/or one or more of their sub-consultant team members) **MUST** be prequalified by GDOT in the area classes listed below:

- 3.13 Facilities for Bicycle and Pedestrians
 - 1.06(a) NEPA
 - 1.06(b) Noise
 - 1.06(c) Air Quality
 - 1.06(d) Noise
 - 1.06(f) Archaeology
 - 1.06(g) Freshwater Aquatic Surveys
- 1.10 Traffic Projections
- 1.13 non-Motorized Transportation Planning
- 3.02 Two-Lane or Multi-lane Urban Roadway Design
- 3.06 Traffic Operation Studies
- 3.08 Landscape Architecture Design
- 3.13 Facilities for Bicycle and Pedestrians
- 4.01 Minor Bridge Design

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment K), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. 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 RFP 22-500601. Five (5) compact discs or flash drives with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on April 22, 2022.

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. **RFP # 22-500601** for "North Druid Hills Corridor Scoping Study" on the outside of the envelope(s) or box(es).

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

C. Pre-Proposal Conference

A pre-proposal conference will be held at **2:30 p.m. on the 6th day of April 2022** via ZOOM: <https://dekalbcountyga.zoom.us/j/84672092238>. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact **Jenifer Chaptal** at JChaptal@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 Jenifer Chapital, via email to JChapital@dekalbcountyga.gov no later than **close of business on Friday, April 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 to the Department of Purchasing and Contracting as requested. Responder may send an email to **Jenifer Chapital** at to JChapital@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

F. Proposal Duration

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

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract 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

First Source Jobs Information

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

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

K. Business License

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

L. Ethics Rules

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

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

M. Right to Audit

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

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

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

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

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

O. Cooperative Agreement

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

VI. AWARD OF CONTRACT

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

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

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

VII. NEGOTIATE CHANGES:

In the event negotiation of changes occurs after the award of the contract, the same pricing policies called for in the original contract will remain in effect.

VIII. LIST OF ATTACHMENTS

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

Sincerely,

Jenifer G. Chapital
Procurement Agent
Department of Purchasing and Contracting

- Attachment A: Required Documents Checklist
- Attachment B: Proposal Cover Sheet
- Attachment C: Cost Proposal
- Attachment D: Contractor Reference and Release Form (Prime)
- Attachment E: Sub-Contractor Reference and Release Form
- Attachment F: Reference and Release For (Project Manager)
- Attachment G: Responder Affidavit
- Attachment H: Sub-Contractor Affidavit
- Attachment I: DBE Goals Form
- Attachment J: First Source Jobs Ordinance Information with Exhibits 1-4
- Attachment K: Sample County Contract

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Responder shall complete and submit the following documents with Responder's proposal. Attachment C, Cost Proposal Form, shall be submitted in a separate sealed envelope (separated per Project) in accordance with the RFP, Section III.A. All other documents are to be submitted in Responder's Technical Proposal.

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

Required Documents	Attachment
Required Documents Checklist	A
Proposal Cover Sheet	B
Cost Proposal Form (1 copy, separate & sealed)	C
Contractor Reference and Release Form (Prime)	D
Sub-Contractor Reference and Release Form	E
Reference and Release Form (Project Manager)	F
LSBE Documents – Exhibits A and B	<i>(NA - Waived for this Solicitation)</i>
Responder Affidavit	G
Sub-Contractor/DBE Affidavit	H
DBE Goals Form	I
First Source Jobs Ordinance (with Exhibits 1 – 4)	J
Exceptions to the Standard County Contract, if any	K

- C. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within 270 calendar days.
- D. The County reserves the right to make one (1) award.

ATTACHMENT B
PROPOSAL COVER SHEET

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 22-500601, NORTH DRUID HILLS CORRIDOR SCOPING STUDY described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on April 22, 2022 until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C

COST PROPOSAL FORM
(consisting of two pages)

NORTH DRUID HILLS CORRIDOR SCOPING STUDY

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal MUST be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 22-500601 for North Druid Hills Corridor Scoping Study" 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 C
COST PROPOSAL FORM

Responder: State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for **RFP No. 22-500601, NORTH DRUID HILLS CORRIDOR SCOPING STUDY**. Total should be in accordance with milestone and deliverables.

(State the amount in writing on this line.)

\$ _____
(State amount in figures on this line.)

**ATTACHMENT D
CONTRACTOR REFERENCE AND RELEASE FORM (PRIME)**

List below at least two (2) 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
SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least two (2) 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 F

REFERENCE FORM (PROJECT MANAGER)

“You must submit at least one (1) viable reference for the project manager for similarly scoped project, who can verify your experience and ability to perform the type of service listed in the solicitation. References must include company name, contact name, address, email address, telephone numbers and contract period. Failure to submit references with direct contact information may deem your proposal non-responsive.”

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 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
Sub-Contractor/DBE 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 I

DBE GOALS

VENDOR ID: **BIDDER’S COMPANY NAME:**

PROJECT NO. & COUNTY: North Druid Hills Corridor Scoping Study, DeKalb

LET No.: **LET DATE:** **TOTAL BID:**

THE REQUIRED DBE GOAL ON THIS CONTRACT IS: 14%

I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME/ADDRESS (CITY, STATE)	TYPE OF WORK	WORK CODE	RACE NEUTRAL	RACE CONSCIOUS	AMOUNT
TOTAL						

***For Departmental use only. Do not fill in Work codes.**

PLEASE NOTE: Only 60% of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

ATTACHMENT J



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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

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

ATTACHMENT J



FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

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

ATTACHMENT J



FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

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

DATE: FEDERAL TAX ID:

COMPANY NAME: WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: TITLE:

CONTACT E-MAIL ADDRESS: CONTACT PHONE:

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

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

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: TARGET START DATE:

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

SALARY RATE (OR RANGE): SPECIFIC WORK SCHEDULE:

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO SELECT ALL THAT APPLY:

CREDIT CHECK DRUG MVR BACKGROUND OTHER

HOW TO APPLY:

Please return form to: jblack@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY SYSTEM TYPE: First Source Direct Hire Work Experience (WEX) ENTRY DATE: ASSIGNED TO: DATE:

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

ATTACHMENT J

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 4

**EMPLOYMENT ROSTER
DeKalb County**

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

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

ATTACHMENT K
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 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

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

Invoice(s) must be submitted as follows:

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

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

ARTICLE IV. STATEMENT OF WORK

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

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

ARTICLE V. GENERAL CONDITIONS

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

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

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the

County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

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

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

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

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

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

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

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

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

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

- \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:
- DeKalb County, Georgia**
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
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, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

Acting Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to:

Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

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

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

_____ **by Dir.**(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

ATTEST:

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

APPROVED AS TO SUBSTANCE:

Department Director

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT 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)