



**DeKalb County
Department of Purchasing and Contracting**

October 24, 2022

**REQUEST FOR PROPOSALS (RFP) NO. 22-500632
FOR**

**AIR QUALITY AND NOISE ASSESSMENT STUDY
AT DEKALB PEACHTREE AIRPORT**

Procurement Agent: L. Deneen Walters
Phone: 404-687-3558
Email: ldwalters@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: October 26th & November 2nd 2022
(Bidders must attend 1 meeting on either 4572 Memorial Drive, Decatur, Georgia 30032
of the dates listed.) Main Conference Room - A
(Meetings are held at 10:00 a.m. and 2:00 p.m.)
Video Conference: Utilize the link supplied on our
webpage labeled “DeKalb First LSBE Video
Meeting”

Pre-Proposal Conference: November 3, 2022 @ 2:00p.m.
(Non-Mandatory) <https://dekalbcountyga.zoom.us/j/85768278444>
Deadline for Submission of Questions: 5:00 P.M. ET, Wednesday, November. 9, 2022
Deadline for Receipt of Proposals: 3:00 P.M. ET, Wednesday, December. 6, 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.



TABLE OF CONTENTS

| Section | Title | Page |
|---------|--|--------|
| I. | Introduction..... | 3 |
| II. | Scope of Work | 4 |
| III. | Proposal Format | 4 |
| | A. Cost Proposal | 4 |
| | B. Technical Proposal | 4 |
| | C. Local Small Business Enterprise Ordinance | 6 |
| | D. Federal Work Authorization Program..... | 6 |
| IV. | Criteria for Evaluation | 6 |
| V. | Contract Administration..... | 7 |
| | A. Standard County Contract..... | 7 |
| | B. Submittal Instructions | 7 |
| | C. Pre-Proposal Conference and Site Visit..... | 8 |
| | D. Questions..... | 8 |
| | E. Acknowledgement of Addenda | 8 |
| | F. Proposal Duration | 8 |
| | G. Project Director/Contract Manager..... | 8 |
| | H. Expenses of Preparing Responses to this RFP..... | 8 |
| | I. Georgia Open Records Act..... | 9 |
| | J. First Source Jobs Ordinance..... | 9 |
| | K. Business License | 9 |
| VI. | Award of Contract..... | 11 |
| | Attachment A. Cost Proposal..... | 12 |
| | Attachment B. Proposal Cover Sheet..... | 14 |
| | Attachment C. Contractor Reference and Release Form | 15 |
| | Attachment D. Subcontractor Reference and Release Form | 17-25 |
| | Attachment E. LSBE Opportunity Tracking Form..... | 23 |
| | Attachment F. Sample County Contract..... | 26-35 |
| | Attachment G. Responder Affidavit | 36 |
| | Attachment H. First Source Jobs Ordinance Information & Exhibits.... | 37- 40 |
| | Attachment I, Scope of Work..... | 41-50 |

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

October 24, 2022

REQUEST FOR PROPOSAL (RFP) No. 22-500632

FOR

**AIR QUALITY AND NOISE ASSESSMENT STUDY
AT DEKALB PEACHTREE AIRPORT**

DEKALB COUNTY, GEORGIA

DeKalb County is the Sponsor/Owner-operator of DeKalb Peachtree Airport (PDK). As such, DeKalb County Government (the County) requests qualified individuals and firms with experience in air quality and noise assessment services for General Aviation reliever airports to submit proposals for Air Quality and Noise Assessment Study at DeKalb Peachtree Airport.

I. INTRODUCTION

DeKalb Peachtree Airport (PDK) is the second busiest airport in Georgia in its number of annual operations or takeoffs and landings. PDK is classified in the National Plan of Integrated Airport Systems (NPIAS) as a General Aviation reliever airport for the Atlanta metropolitan area.

- A. In 2012, DeKalb County and Open DeKalb entered into a Memorandum of Understanding under which the County agreed to fund a thorough environmental study of the relative noise and pollution impacts of three different weights of aircraft: (1) those with maximum take off weights (MTOWs) below 66,000 pounds; (2) those between 66,000-75,000 pounds; and (3) those above 75,000 pounds. A fourth weight class has now been added for piston aircraft.
- B. Consultant services shall include the requested services in Section II, Scope of Work and Attachment I, Scope of Work
- C. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder's technical proposal:

| Required Documents | Attachment |
|--|-------------------|
| Cost Proposal Form (1 copy, separate & sealed) | A |
| Proposal Cover Sheet | B |
| Contractor Reference and Release Form | C |

| | |
|---|---|
| Subcontractor Reference and Release Form (make additional copies as needed) | D |
| 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 | |

D. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed in accordance with the scope of work.

II. SCOPE OF WORK

Refer to Attachment I, Scope of Work for Air Quality and Noise Assessment Study at DeKalb Peachtree Airport.

III. PROPOSAL FORMAT

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

A. Cost Proposal

The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 22-500632 for Air Quality and Noise Assessment Study at DeKalb Peachtree Airport on the outside of the envelope.

1. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
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 A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

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

Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 22-500632 for Air Quality and Noise Assessment Study at DeKalb

Peachtree Airport” on the outside of each envelope or box.

1. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
2. Technical Approach:
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
 - b. Include a listing of the County’s responsibilities and the Responder’s responsibilities required to complete the project; and
 - c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
3. Project Management:
 - a. Describe how the project will be organized and managed;
 - b. Describe progress reporting procedures for the project;
 - c. Include the anticipated use of subcontractors or vendors, identify all subcontractors, if any, and identify the work subcontractors will be doing; and
 - d. Describe the resources necessary to accomplish the purpose of the project.
4. Personnel:
 - a. Identify the individuals who will be part of the project team;
 - b. Include any outside personnel, such as subcontractors; and
 - c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
5. Organizational Qualifications:
 - a. Describe Responder’s experience performing research and investigatory air and noise studies, capabilities and other qualifications for this project;
 - b. How many years has Responder operated under current company name?
 - c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
6. Responder must provide financial statements for the last three (3) years that evidences the responder’s financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).
7. References:
 - a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D,

Subcontractor Reference and Release Form. Make additional copies as needed.

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

C. DeKalb First Ordinance

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

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. Technical Approach to the Project (30 points)
- B. Project Management (25 points)
- C. Personnel (15 points)
- D. Organizational Qualifications (10 points)
- E. References and Financial Statement (5 points)

- F. Cost (5 points)
- G. Local Small Business Enterprise Participation (10 points)
- 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 six (6) flash drives with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the flash 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 **Wednesday, December 6, 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. 22-500632 for Air Quality and Noise Assessment Study at DeKalb Peachtree Airport" 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 Non-Mandatory Conference and Site Visit

A pre-proposal conference and site visit will be held at 2:00 p.m. on the 3rd day of November 2022 via Zoom (<https://dekalbcountyga.zoom.us/j/85768278444/0>). Interested responders are strongly encouraged or **required** (if mandatory) to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference and site visit, please contact L. Deneen Walters at Ldwalters@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 L. Deneen Walters via email to ldwalters@dekalbcountyga.gov, no later than close of business on Wednesday, November 9, 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 email L. Deneen Walters at ldwalters@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. Cooperative Agreement

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

VI. AWARD OF CONTRACT

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

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

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

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

Sincerely,

L. Deneen Walters
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 I: Scope of Work

ATTACHMENT A
COST PROPOSAL FORM
(Consisting of one (1) pages)

Air Quality and Noise Assessment Study at DeKalb Peachtree Airport

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. 22-500632 Air Quality and Noise Assessment Study at DeKalb Peachtree Airport" 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
(Page 1 of 1)

Air Quality and Noise Assessment Study at DeKalb Peachtree Airport

Responder: State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for Air Quality and Noise Assessment Study at DeKalb Peachtree Airport.

(State the amount in writing on this line.)

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

Alternate 1 – Additional Work (Refer to Last Page of Scope of Work (before Attachment/Appendix 1))

Responder: State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for Air Quality and Noise Assessment Study at DeKalb Peachtree Airport.

(State the amount in writing on this line.)

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

**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 22-500632 Air Quality and Noise Assessment Study at DeKalb Peachtree Airport described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on December 6, 2022 until <u>3:00 p.m. (EST)</u>. 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
CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

PRIME
BIDDER/PROPOSER _____

SOLICITATION NUMBER: **22-500632**

TITLE OF UNIT OF WORK – **Air Quality and Noise Study At DeKalb Peachtree Airport**

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 MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation. |
| 2. | | | Provide a contact log showing the company’s name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work. |
| 3. | | | Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal. |
| 4. | | | Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/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):

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

EXHIBIT A, CONT'D

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

Bidder/Proposer Statement of Compliance

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

1. Non-Discrimination Policy

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

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

2. **Commitment**

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

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT B

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

Instructions:

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

To: _____

(Name of Prime Contractor Firm)

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

ITB Number: 22-500632 _____

Project Name: Air Quality and Noise Assessment Study at DeKalb Peachtree Airport

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

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"

- C. B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalbcountyga.gov/lsbe. 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.dekalbcountyga.gov/lsbe
- D.

ARTICLE IV. STATEMENT OF WORK

E.

F. The Contractor agrees to provide all _____ services in accordance with the County's Request for Proposals (RFP) No. 22-500632 for Air Quality and Noise Assessment Study at DeKalb Peachtree Airport, 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.

G. 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.

I.

J. [SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

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

Name (Typed or Printed) Chief Executive Officer
DeKalb County, Georgia

Title Date

Federal Tax I.D. Number

Date

ATTEST: **ATTEST:**

Signature BARBARA H. SANDERS, CCC, CMC

Name (Typed or Printed) Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Title

APPROVED AS TO SUBSTANCE: **APPROVED AS TO FORM:**

Department Director County Attorney Signature

County Attorney Name (Typed or Printed)

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: _____

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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance.

WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.



FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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

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

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



FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

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

DATE:

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

TITLE:

CONTACT E-MAIL ADDRESS:

CONTACT PHONE:

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

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

POSITION TITLE: _____

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

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

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

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

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

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

CREDIT CHECK **DRUG** **MVR** **BACKGROUND** **OTHER** _____

HOW TO APPLY:

Please return form to: jbblack@dekalbcountyga.gov

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

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

ATTACHMENT I

SCOPE OF WORK

AIR QUALITY AND NOISE ASSESSMENT STUDY AT DEKALB PEACHTREE AIRPORT

I. Background

1. In 2012, DeKalb County and Open DeKalb entered into a Memorandum of Understanding under which the County agreed to fund a thorough environmental study of the relative noise and pollution impacts of three different weights of aircraft: (1) those with maximum take off weights (MTOWs) below 66,000 lbs., (2) those between 66,000-75,000 lbs., and (3) those above 75,000 lbs. Note that a 4th weigh class has now been added for piston aircraft. The County, Open DeKalb and DeKalb Peachtree Airport (PDK) jointly drafted written goals for the study, which are attached to this technical proposal for reference.
2. In an effort to get a reliable study, the County and Open DeKalb agreed to assemble a series of round table discussions with technical experts in aviation, air quality, and noise pollution to explore what should be studied, what realistically could be studied, and which methodologies would best achieve the goals stated in the attachment to this technical proposal. The technical experts were representatives from the Federal Aviation Administration (FAA), the United States Environmental Protection Agency (EPA), The Georgia Environmental Protection Division (GA EPD), and the Georgia Department of Transportation (GDOT).
3. The County, Open DeKalb, and PDK Airport held virtual round table meetings with the technical experts. Building on the results of the round table discussions, this document represents an initial draft technical proposal for a noise and emissions study at PDK. This draft technical proposal will be the focus of upcoming round table discussions to finalize a solid scope of work that the County, Open DeKalb, and PDK Airport can consider funding to achieve the goals listed in the Attachment.

II. Purpose

The Study is intended to provide data about the relative pollutant and noise emissions and air quality impacts in the community from four different groups of aircraft using PDK, categorized by size/certified MTOW. See agreed-upon Goals in Appendix. The results should then be used by PDK Airport owner, DeKalb County, to make decisions about the Airport and its operations and plan for the Airport's future in an informed manner. The study seeks in-depth research capable of giving the County credible data to make better-informed decisions about Airport operations and development in its community environment.

III. Aircraft Activity Data for Baseline and Future Year

This work scope section provides the contractor with important details of the analysis of pollutants emitted by aircraft operated at PDK airport.

1. Data Year(s) to be Studied:

The full operational year of 2018 will be used as the base year for this study. It is expected that operational data for the entire year of 2018 is available from PDK, EPA and FAA sources, including but not limited to Airport Noise and Operations Monitoring System (ANOMS) data, meteorological data, airport activities that produce aircraft emissions, flight path information, and any other pertinent data that contributes to the quality and scope of this work scope.

To evaluate the future effects of PDK aircraft emissions based on the expected future development of PDK, an additional year of analysis of 2040 should be evaluated. The future year modeling scenario should include PDK aircraft emissions with and without the proposed improvements of PDK's Master Plan document. It will be important to identify the cumulative impact of all potential future changes at PDK, contained in the Master Plan. This includes airport configuration, consideration of various future fleet mixes (including the worst-case emissions scenario and the most operations of the future year critical aircraft, etc.), the addition of based aircraft, changes to Declared Distances, and other airport changes (e.g., addition of hangers, tie downs, use of the Engineered Material Arrestor System (EMAS)).

2. Aircraft Fleet Mix:

Working with PDK Airport personnel to identify the relevant aircraft to be studied, the contractor shall develop a list of the types of aircraft engaged in flight operations at PDK Airport during 2018, using any and all ANOMS data, FAA data, and other available data. The total aircraft operations from FAA tower data should be used and informed by the ANOMS data in order to get fleet composition on an hourly basis (the period of frequency used in EPA's AERMOD dispersion model). The fleet mix shall be approved before proceeding with the study by at least PDK Airport and Open Dekalb, Inc. The aircraft will then be grouped into four categories for analysis:

- Group 1 Aircraft with MTOWs of 66,000 lbs. and less, but not included in Group 4 Aircraft;
- Group 2 Aircraft with MTOWs above 66,000 lbs but at or below 75,000 lbs.
- Group 3 Aircraft with MTOWs in excess of 75,000 lbs.
- Group 4 Aircraft powered by piston-engine powerplants, generally aircraft less than 12,500 lbs MTOW (based on airport-specific data and not limited to IFR data).

In addition, the fleet mixes, justified by the most reliable data, of each of the four categories for the year 2040 will be identified based on the review of the cumulative impact of all potential future changes at PDK identified in the Master Plan. The fleet mixes shall be approved before proceeding with the study by at least PDK Airport and Open Dekalb, Inc.

The Study contractor, working with FAA and EPA, will ensure that the proper aircraft emissions source characteristics¹ are utilized to represent the different aircraft, ranging from single engine piston-powered airplanes to the larger multi-engine business and cargo jets.

IV. Relative Air Pollution Impacts

1. Air Pollutants to be Studied:

This study will include evaluation of the annual emissions inventory for the following air pollutants in the base year of 2018 and future year of 2040.

- Carbon monoxide (CO)
- Lead (Pb)
- Nitrogen Oxides (NO_x)
- Primary Particulate Matter (PM) reported out as ultra-fine particles (UFP), comprised of:
 - Non-volatile particulate matter (nvPM). Aircraft engine emissions of direct, nvPM are predominately in the ultra-fine-particle (UFP) size range (1 um or less) in the form of black carbon.
- Sulfur Dioxide (SO₂)
- Unburned hydrocarbons (HC)
 - A subset of compounds that partially comprise unburned hydrocarbons, and can be quantified individually, are 1,3 butadiene, acetaldehyde, acrolein, benzene, ethylbenzene, formaldehyde, isopropylbenzene, methanol, m-xylene and p-xylene, naphthalene, o-xylene, phenol, propionaldehyde, styrene, and toluene. This approach will allow for an estimate of polycyclic aromatic hydrocarbons (PAHs) emissions.

2. Methodology for Quantifying Air Pollutant Emissions:

The Study contractor, working with the FAA and EPA, will utilize information on the pollutants generated by the specific aircraft / engine combinations found in FAA's Aviation Environmental Design Tool (AEDT) software, manufacturers' data, or any other data sources available. Times in mode in AEDT will be modified to reflect actual times in mode averages at PDK after multiple stop watch measurements of each mode of operation. Such measurements should be taken during weekdays and weekend days. That data set must be reviewed and approved by PDK Airport, Open DeKalb, EPA and FAA prior to proceeding and will be published as part of the study. Using the latest version of AEDT, or supplemental data as needed (*e.g.*, for lead emissions), each pollutant of concern will be quantified for both 2018 and 2040 based on:

- The number and type of aircraft in each of the 4 categories,
- The number of engines per aircraft,

¹ Consultation with EPA/FAA will be needed in this technical area, as this is a current topic of research and evaluation. The recommendations resulting from the consultation should be included in the Modeling Protocol discussed later in this section.

- The diurnal frequency of landing/take off operations of each aircraft/engine combination up to a height of 3,000 feet above ground level,
- The diurnal frequency of touch-n-gos of each aircraft/engine combination within a radius of five miles from PDK, as applicable,
- The taxiing of each aircraft/engine combination at PDK,
- The engine run-ups performed, as applicable;
- Flight paths, based on historical arrivals and destinations; and
- Topography/terrain

Annual emissions should be summarized by pollutant listed in Section IV.1 for both 2018 and 2040, according to aircraft Groups 1, 2, 3, and 4. This work is single source (aircraft only) modeling.

3. Methodology for Quantifying Air Pollutant Concentrations:

- For both baseline and future year modeling, each of the following items needs to be supplied by the Study contractor: 1) AEDT emissions data that will be input into EPA's AERMOD software; 2) Determination and entering in the spatial aspects of aircraft movements at PDK. Spatial elements such as engine run up locations, taxiways, departure queues, etc. should be captured with the assistance of the FAA and PDK airport staff; and 3) Determination and entering in the average temporal duration of each mode of operation, which may need to be measured at the airport via a mutually agreed upon methodology. Temporal aircraft operations should be represented in the AERMOD dispersion runs to ensure that pollutant concentrations are calculated during the appropriate times of the day and night and accounting for seasonal changes.
- The AERMOD air dispersion model will be used to simulate dispersion of aircraft pollutants within a receptor grid that extends ten kilometers in each direction from PDK airport for the entire years of 2018 and 2040. The AERMOD modeling shall include all modes of operation such as runup, taxiing, takeoff, climb out, landing, touch-n-gos from flight school operations, and any other operations such as maintenance, etc.
- The Study contractor will generate concentrations ($\mu\text{g}/\text{m}^3$) for the following criteria pollutants, corresponding to their pollutant-specific averaging time(s) identified below (note: UFPs is representing $\text{PM}_{2.5}$):

| Pollutant | Averaging Time |
|-----------------|-------------------------|
| CO | 8 hours |
| | 1 hour |
| Lead (Pb) | Rolling 3 month average |
| NO ₂ | 1 hour |
| | 1 year |
| UFPs | 1 year |
| | 24 hours |
| SO ₂ | 1 hour |
| | 3 hours |

Contractor shall provide data files reporting all AERMOD output, including hourly concentrations along with the criteria pollutant-specific averaging times listed in the table above for each year (2018 and 2040). Additionally, summary statistics should be provided for each averaging time and including min, max, median, mean, and standard deviation, including but not limited to maximum impact receptors per pollutant.

- D. In addition to tabulating the results, the Study contractor shall generate concentration isopleths for each pollutant for each aircraft group displayed over an aerial view of PDK airport and the surrounding community. Concentration isopleths for each aircraft Group, and the overall aggregate from all aircraft Groups should be properly labeled.
- E. The complete details of the proposed modeling study using AEDT and AERMOD should be fully described in a Modeling Protocol prepared by the study contractor. At a minimum, the Modeling Protocol must describe how AEDT will be applied to obtain the aircraft emissions and how AERMOD will be applied to model the dispersion of the criteria pollutants listed above. Note that EPA and FAA are currently collaborating on research to improve how aircraft sources are characterized in AEDT and AERMOD. If the results of this research are available before the modeling is performed, EPA and FAA will provide the information to the study contractor during the review process of the Modeling Protocol. Specific items that should be addressed in the Modeling Protocol are discussed in Section IV (PDF pages 3-10) of EPA's "Air Quality Analysis Checklist" available at the following URL: https://www.epa.gov/sites/production/files/2020-09/documents/air_quality_analysis_checklist-revised_20161220.pdf. This checklist is designed for New Source Review/Prevention of Significant Deterioration permit modeling, so not all the specific items will be applicable for modeling aircraft emissions, but it provides a good framework and "checklist" of major items that should be addressed in the Protocol. EPA air modelers are available for consultation if there are questions about specific portions of the checklist that are applicable to this modeling study. Specifically, the Protocol should include (at a minimum) discussions of the following items:
- **Project Description**
 - A narrative description summarizing the purpose and primary aspects of the modeling study should be provided in the Protocol.
 - **Source Characterization**
 - Maps showing the locations of the different aircraft modes of operation (e.g., runup, taxiing, takeoff, etc) at the airport should be provided.
 - The procedures for using AEDT for calculating emissions and model input parameters for each aircraft type and mode of operation should be explained.
 - The AERMOD source type options for modeling the aircraft emissions for the different modes of operation should be specified (e.g., Point, Area, or Volume sources). A table should be provided summarizing the emissions rates (from AEDT) for the different pollutants and modes of operation for the aircraft sources that will be modeled.
 - Maps of the topography and areas of interest (e.g., nearby neighborhoods, schools, etc.) around PDK airport should also be provided.

- **Meteorological Input Data**
 - One year of site-specific surface-level meteorology from the PDK airport ASOS station corresponding to the study base-year (2018) should be used in the modeling. The hourly data should be processed with the AERMET pre-processor and should be supplemented with 1-minute ASOS data from PDK, using the AERMINUTE pre-processor.
 - One year of upper-air data from Peachtree City-Falcon Field corresponding to the study base year (2018) should be used.
 - Procedures for processing the meteorology data described in the AERMET and AERMINUTE users guides should be followed and briefly described in the Protocol.
 - Prognostic meteorology is not necessary for this study as a high-quality site-specific dataset of surface-level meteorology is available from PDK.
 - AERSURFACE should be used to calculate the surface characteristics needed for AERMOD (albedo, Bowen ratio and surface roughness). The recommendations provided in EPA's 6/22/20 webinar presentation (https://www.epa.gov/sites/default/files/2020-10/documents/2020_aersurface_webinar_20200615.pdf) should be followed for applying AERSURFACE.
 - The checklist items under "General Considerations" on page 6 of the checklist are particularly important for ensuring quality modeling results and should be addressed in the Protocol.
- **Air Quality Model Selection**
 - The latest version of EPA's AERMOD dispersion model (currently version 21112) with emissions inputs from AEDT should be used.
 - AERMOD should be used to estimate ambient air concentrations ($\mu\text{g}/\text{m}^3$) of the pollutants listed in Section IV.3C of this scoping document. Modeling of wet and dry deposition of the pollutants is not necessary.
 - The URBAN option should be used in AERMOD to model the aircraft sources.
 - Because of the aircraft emissions characteristics, the discussion of building downwash on page 8 of the checklist is not relevant for this study.
- **Modeling Domain and Receptors**
 - The area to be studied in the modeling assessment should be described and shown on a map centered on PDK airport.
 - The modeling receptor grid should also be displaying on a map in the Protocol. Receptors should be located in any publically accessible location (ambient air) within the 20 kilometer (km) x 20 km receptor grid (grid extending 10 km in each direction centered on the PDK runways). The recommended receptor grid spacing should be 25 meters (m) along the PDK fenceline and 50 m extending to 200 m from the PDK fenceline. From 200 m to 2 km, receptor spacing should be 100 m. From 2 km out to 5 km, receptor spacing should be 500 m. From 5 km to 10 km, receptor spacing should be 1000 m.
 - After initial AERMOD modeling runs have been completed, if the results indicate maximum concentrations may be occurring more that 2 km from PDK, additional receptors should be added to ensure that the maximum concentration is resolved using a grid spacing of no more than 100m.

- Receptor elevations should be determined using EPA’s AERMAP terrain pre-processor. The procedures in the AERMAP User’s Guide should be followed.
- Modeling Protocol
 - The sections of the checklist titled: “Background Concentrations,” “Analysis of Class I Area Impacts,” “Additional Impact Analysis,” and “General Conditions” (on pages 9-11 of the checklist) are not relevant for this modeling study and don’t need to be addressed in the Protocol.
 - The Modeling Protocol shall be submitted to the EPA and FAA for review and comment, prior to performing the modeling study.

V. Relative Noise Impacts

1. Modeling:

Develop noise impact analysis using FAA approved tools for aircraft in the same Groups and the same baseline and future years included for the air pollution modeling in the modes of operation including runup, takeoff, climb out, landing, touch-n-gos from flight school operations, operations such as engine maintenance, and in-flight operations to a radius of ten kilometers from the Airport for the entire years 2018 and 2040.

The minimum “noise level of interest” shall be 45 dB for development of a *dynamic grid* for the noise impact study receptor points’ geographic extent as defined in AEDT Technical Manual par 2.2.1.6 and 4.7 (“Minimum Closed Contour Value”), with the receptor set growing dynamically as necessary to close the grid-point area of interest. Gridpoint outputs are acceptable rather than full contours for the selected metrics.

The Initial Receptor Definition shall be a bounding box comprising a 2 x 2 grid that just contains the current physical limits of PDK property.

Noise metrics at minimum levels of interest and above shall be provided to better determine the full environmental noise health impact and level of annoyance on the public to include the following Standard Name metrics (with AEDT name in parentheses - Refer to AEDT Technical Manual par 2.2.1.7.).

Exposure:

| | | |
|------------|---------|---------------------------------------|
| L_{dn} | (DNL) | Day Night Average Levels |
| L_{den} | (CNEL) | Community Noise Level Equivalent |
| L_{AeqT} | (LAEQ) | Equivalent Sound Level |
| L_d | (LAEQD) | Day-Average Noise Level (0700-2200) |
| L_n | (LAEQN) | Night-Average Noise Level (2200-0700) |

Maximum Level:

| | | |
|------------|---------|--------------------------------|
| L_{ASmx} | (LAMAX) | A-Weighted Maximum Sound Level |
|------------|---------|--------------------------------|

Time-Above:

| | | |
|-----------|--------|--|
| T_{ALA} | (TALA) | Time-Above A-Weighted Level 24-hr period by day of the week at 45, 50, 60, 65 dBA |
|-----------|--------|--|

Number Above Noise Level Metric:

| | | |
|------|--------|---|
| NANL | (NANL) | Number Above Noise Level 24-hr period by day of the week at 45, 50, 60, 65 dBA |
|------|--------|---|

2. Comparative Analysis:

Models and analyses developed should be compared to real-time noise data collected in PDK's ANOMS equipment and multiple deployments of PDK's portable ANOMS mobile unit in communities in the 10 km radius around PDK.

Because there will always be some discrepancies due to a variety of factors including but not limited to weather, operations, the configuration of the monitoring equipment, ambient noise, etc., and in order for the comparison of modeled to measured noise values to be valuable, there needs to be close synchronization to the time periods and locations being measured and associated operations to the time periods, locations (i.e. locations of the existing fixed and portable ANOMS) and operations being used for the modeling inputs.

Discrepancies in model results and field results should be identified and further reviewed to determine likely causes and adjustments made to improve the modeling results for this study, as needed to achieve acceptable accuracy of results.

VI. Deliverables

1. Initial Products:

The contractor shall provide the following initial products for review and comment and shall incorporate changes as needed to maintain the goals of the program:

- Produce an initial work plan, including timelines and proposed methodology.
- Provide input datasets (as referenced in Section IV.2) and methods to be used for development of the emissions inventory.
- Provide modeling protocol for air quality (as referenced in Section IV.3E), before modeling is performed.
- Provide dataset source to be used in the noise modeling, before modeling is performed.

- Atmospheric adjustments and other input variables to be incorporated in the noise models.

2. Interim Products:

The contractor shall provide the following interim products for both years (2018 and 2040) for review and comment and shall incorporate changes as needed to maintain the goals of the program:

- Initial results, tables and isopleth maps for the following, as appropriate:
 - Emissions Inventory
 - AEDT outputs to be used for AERMOD modeling
 - Air Quality concentrations from AERMOD
 - Noise grid point map and identified discrepancies
 - Proposed number and location of portable ANOMS deployments for noise comparative analysis.

3. Final Products:

The contractor shall provide the following *draft* final products for review and comment and shall incorporate changes as needed to maintain the goals of the program:

- Draft Final Report
- Raw Datasets
- Final versions of interim products identified in Section VI.2.

VII. SOW Alternate 1 - Additional Work:

Interpretation of data and findings. The following impact evaluations should be conducted:

1. Predicted Health impacts from air and noise pollution from PDK Airport for the years modeled in the study.
2. Predicted impact on real estate property values and County tax revenue for the years modeled in the study.
3. Analyze relative environmental impacts for the four subgroups of aircraft activity for the years modeled in the study.

ATTACHMENT:

Appendix I

Goals of Air and Noise Study at PDK Airport

Prepared by Open DeKalb, Inc. and Mike Van Wie, PDK Airport Director

April 22, 2011

The goal of the study is to collect hard data on the impact of PDK aircraft operations on air quality and noise over the geographic area reasonably impacted by the Airport. The study must to the greatest extent possible:

- 1. Analyze the air and noise pollution impacts of three categories of aircraft, (a) those with certified maximum takeoff weights of 66,000 pounds or less, (b) those with certified maximum takeoff weights in excess of 66,000 pounds but less than 75,000 pounds, and (c) those with certified maximum takeoff weights of 75,000 pounds or more;**
- 2. not include air and noise pollution impacts from major vehicular highways near the Airport;**
- 3. not include air and noise pollution impacts from air traffic in and out of Hartsfield-Jackson Airport;**
- 4. provide analysis of PDK's relative impact on air quality in the area, so that PDK emissions can be understood as one contributor to the area's air and noise pollution, rather than with static figures for PDK's emissions without any qualifying context for the figures; and**
- 5. provide comparative analysis of similar airport's(s') emissions.**

The intent is to provide the DeKalb County Board of Commissioners, DeKalb CEO's Office and the Airport Staff, and the public with the ability to make informed decisions about Airport operations. As the County moves toward a Master Plan for the airport, policymakers, those who execute policy and those persons regularly impacted by the Airport either due to the location of their homes, offices or other regular physical contact with the Airport's operations, must be able to weigh costs and benefits of Airport operations intelligently.