



**DeKalb County
Department of Purchasing and Contracting**



REQUEST FOR PROPOSALS

RFP NO. 16-500401

**ENVIRONMENTAL MONITORING, AND GAS COLLECTION AND
CONTROL SYSTEM (GCCS), OPERATIONS AND MAINTENANCE
SERVICES**

For

PUBLIC WORKS DEPARTMENT – SANITATION DIVISION

PROPOSAL DUE DATE AND TIME: OCTOBER 18, 2016, 3:00P.M. EST

Procurement Agent: Tina T. Phan
Phone: (404) 371-6331
Email: tphan@dekalbcountyga.gov

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 PROPOSER.

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DeKalb County
Department of Purchasing and Contracting

Maloo Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

August 22, 2016

REQUEST FOR PROPOSALS (RFP) No. 16-500401

FOR

ENVIRONMENTAL MONITORING, AND GAS COLLECTION AND CONTROL SYSTEM (GCCS), OPERATIONS AND MAINTENANCE SERVICES

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in providing environmental monitoring, and gas collection control system (GCCS), operations and maintenance services relating to municipal solid waste landfills to submit proposals for services at the DeKalb County Seminole Road Landfill.

I. INTRODUCTION

The DeKalb County Public Works Department – Sanitation Division manages 426,000 tons of Municipal Solid Waste (MSW), 166,000 tons of Construction and Demolition (C&D) Waste, and 107,000 tons of Yard Debris annually. The Sanitation Division collects MSW from 165,000 residences and 8,000 commercial businesses. The Sanitation Division operates a number of facilities to manage the Solid Waste Program. These include three (3) MSW transfer stations, one (1) citizen drop-off center, four (4) collection facilities, one (1) container repair facility, one (1) mowing and herbicide operations, one (1) Yard Debris Composting Facility, one (1) Animal Crematory, one (1) MSW Landfill, and one (1) C&D Landfill. The Seminole Road MSW Landfill has both unlined and lined disposal units. Phases 1, 2 and 2A are closed; Closure Permit has been issued from the Environmental Protection Division (EPD). Presently, Phases 3 and 4 are operational. In addition, there is an active landfill Gas Collection and Control System (GCCS), and Renewable Fuel Facility (RFF) in place which operates under a Title V Permit. Other monitoring systems are in place for monitoring ground water, storm water, leachate, methane, and mining activities.

- A. DeKalb County preferred ONE firm to oversee all of the activities relating to environmental monitoring and operation and maintenance of the GCCS for the Public Works Department – Sanitation Division. However, the County reserves the right to make one (1) award or multiple awards, by group items or by line item, whichever is in the best interest of DeKalb County.

- B. The Existing Monitoring Points are included as Attachment K.
- C. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Proposer's technical proposal:

Required Documents	Attachment & Page(s)
Proposal Cover Sheet	A (Page 13)
Cost Proposal (1 copy, separate & sealed)	B (Pages 14-22)
Contractor Reference and Release Form	C (Page 23)
Subcontractor Reference and Release Form (make additional copies as needed)	D (Page 24)
LSBE Documents – Exhibits A and B	E (Pages 27-33)
Proposer Affidavit	G (Page 66)
First Source Jobs Ordinance Acknowledgement Form	H (Page 67)
Preferred Employee Tracking Form	I (Page 68)

II. STATEMENT OF WORK

The DeKalb County Public Works Department – Sanitation Division requires the services of a competent, experienced firm to provide environmental monitoring services, and operation and maintenance of the GCCS on a regularly scheduled basis in order to satisfy all related compliance requirements and to provide on-call services for contingency and supplemental sampling.

The services to be performed under the contract resulting from this RFP shall commence within ten (10) calendar days after receipt of written Notice to Proceed. The initial term of the contract shall be for twelve (12) calendar months. The contract may be renewed for three (3) additional twelve (12) calendar months terms at the same terms and conditions stated in the contract, for a total contract period of forty-eight (48) calendar months.

During the contract period, the Contractor shall do the following:

- A. Become familiar with the Seminole Road Landfill. Special attention shall be given to reviewing the subsurface conditions, the construction and operation of the open and closed cells, the existing monitoring systems including, but not limited to, problems associated with the systems, the operation and maintenance of the GCCS, and current status of communications between the County and the Environmental Protection Division of the Georgia Department of Natural Resources (EPD).
- B. Meet with the County, within five (5) calendar days after receipt of written notice to proceed, to review procedures and schedules for the monitoring activities.
- C. For control purposes use the monitoring well locations, as-built well installation information, boundary surveys, and other pertinent data as has been previously established by the County.

- D. Furnish all machinery, tools, apparatus, equipment, materials, labor, and all things necessary for conducting the Services.
- E. Provide permit compliance monitoring services for groundwater, surface water, and storm water, methane, and Title V in accordance with approved plans, and permits. Services will include sampling, testing and analysis of groundwater and storm water samples, and field monitoring of methane concentration levels. Services will include reporting and interpreting results to the County and EPD.
- Review of all analytical and sampling data related to groundwater, surface water, and storm water, leachate, or methane monitoring shall be completed within seventy two (72) hours of the event, and the county notified immediately of any compliance issues within twenty four (24) hours.
 - Review of all data related to the Title V Permit shall be reviewed immediately and any deviation from permit conditions shall be submitted to the County within twenty four (24) hours of the collection of the data. Any response to any regulatory agency for any instance of non-compliance with the Title V permit shall be submitted to the County within seventy two (72) hours, in the form of a formatted letter to go to EPD or other regulatory agency.
 - The Title V Permit conditions shall be reviewed monthly to ensure all regulatory permit conditions are being met.
 - All regulatory compliance reports shall be submitted to the County for review at least fifteen (15) calendar days prior to the due date to EPD, except quarterly methane monitoring reports which shall be submitted to the County for review within seventy two (72) hours after completion of the monitoring event. Reporting, responses, and deviations from compliance levels or permit conditions shall be included in the cost for each line item on the Cost Proposal.
- F. The Project Manager shall be a registered professional geologist and/or professional engineer in Georgia with a minimum of five (5) years experience. At least three (3) years of this experience shall be directly related to ground water, surface water and air quality monitoring, containment assessment, and groundwater remediation pertaining to municipal solid waste landfills.
- G. Staff members must be committed to the project team for the duration of the contract. Substitution of personnel by the Contractor must be approved in advance by the County after submittal and review of the resume and qualifications of the proposed substitution.
- H. The Contractor must be able to demonstrate successful performance in conducting and implementing Assessment of Corrective Measures and Corrective Action Programs in accordance with the Georgia Environmental Protection Division Solid Waste Program. The Contractor must exhibit experience in addressing anomalous data to optimally utilize the Alternative Source Demonstration component of the Solid Waste Rules. The Contractor shall exhibit ability to communicate successfully with clients in providing information useful for strategic planning of long-term environmental compliance.
- I. Operate, maintain, and repair as necessary, the GCCS, including necessary reports and notifications required by the County and EPD.

- J. Perform all work in accordance with the Georgia Environmental Protection Division (GEPD) Solid Waste Program Rules.
- K. Perform all work under the direction of a qualified ground water professional experienced in dealing with the GEPD solid waste personnel.

III. TECHNICAL PROPOSAL FORMAT*

***Note: Do NOT include any costs of any kind in this section**

Technical Proposal must be submitted in a sealed envelope(s) or box(es) with the Proposer's name and "RFP No. 16-500401 for Environmental Monitoring, and Gas Collection and Control System, Operations and Maintenance Services" on the outside of each envelope or box.

One (1) Original Stamped "Original" and Seven (7) Identical Copies of the Technical Proposal; and One (1) Original copy of the Cost Proposal (**in a separate sealed envelope**): must be submitted to the following address no later than 3:00 p.m. EST on October 18, 2016.

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

Proposer shall complete Attachment A, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.

Proposers are required to submit their technical proposals in the following format separated by tabs:

- A. **Technical Approach (30 points)** – Describe the procedures and methods that will be used to achieve the required outcome of this project specified under Section II: Statement of Work.
- B. **Project Management (15 Points)** – Describe how the project will be organized and managed. Include the anticipated use of subcontractors. Describe the resources necessary to accomplish the purpose of the project.
- C. **Personnel (15 points)** – Identify the individuals who will be part of the project team. Include key personnel associated with laboratories and/or subcontractors. Qualifications of the Project Manager and team members with specialized experience and/or key roles shall be detailed. **Note: The Project Manager shall be a registered professional geologist and/or professional engineer in Georgia with a minimum of five (5) years experience. At least three (3) years of this experience shall be directly related to ground water, surface water and air quality monitoring, containment assessment, and groundwater remediation pertaining to municipal solid waste landfills.**

D. Organization Qualification (15 points) – Resumes for all project personnel shall be included and show at least the following:

- Name, specialty, job title, and project job title.
- Years of relevant experience with the firm and experience with previous employers.
- Academic degree(s), discipline, and year degree(s) received.
- Professional registrations.
- Office location where employed.
- A synopsis of specific experience, skills, training, and other qualifications which demonstrate the individual’s ability to fulfill the duties of the position.

E. Organizational References (10 points)

- Describe your experience, capabilities and other qualifications for this project. Include experience dealing with Georgia EPD.
- Provide three (3) prior client references. Include the name of the clients’ organization, the name of the person there to contact for a reference, phone number of contact person, and email address.

F. Financial Responsibility (5 points)

- Include a current Financial Statement.

G. Location and Availability – The Contractor must maintain an office in the Greater Atlanta area during the Contract period. The Contractor must be available to meet in person with DeKalb County Personnel within a 24 hour period of being notified.

IV. COST PROPOSAL FORMAT (10 points)

One (1) Original Stamped Cost Proposal must be submitted in a separate, sealed envelope with the Proposer’s name, the RFP Number, and title of the project clearly identified on the outside of the envelope.

The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the Technical Proposal.

Note: 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 may result in Proposer’s proposal being deemed non-responsive.

Proposers are required to submit their costs on Attachment B, *Cost Proposal Form*. **Proposer shall not alter the cost proposal form.**

The prices stated in the Cost Proposal must include all labor, equipment, transportation, supplies, laboratory analysis and reporting, supervision, payroll additives such as profit and overhead, safety and traffic control devices, flagmen, drafting, data reduction, signing and certifying surveys, and

incidentals.

The Contractor shall provide Supplemental Pricing for Sampling that may be required above and beyond that included in the individual work items described in Attachment B.

Supplemental services required by the Sanitation Division during the contract period will be billed on the basis of the supplemental rates provided with the Cost Proposal. The County may require whatever documentation is necessary to substantiate the charges claimed.

V. CRITERIA FOR SELECTION

The following evaluation criteria will be used as the basis for the evaluation of proposals.

- A. Technical Approach to the Project (_30_ points)
- B. Project Management (_15_ points)
- C. Personnel Qualifications (_15_ points)
- D. Organizational Qualifications (_15_ points)
- E. References (_10_ points)
- F. Cost (_10_ points)
- G. Financial Responsibility (_5_ points)
- H. Local Small Business Enterprise Participation (_10_ points LSBE/DeKalb, _5_ points LSBE/MSA) – *bonus*
- I. Interview for Shortlisted Firms (_10_ points) - *bonus*

VI. LOCAL SMALL BUSINESS ENTERPRISE ORDINANCE

- A. 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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). See Attachment E of this RFP. The County's *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the Request for Proposal (RFP), along with sample report forms (Exhibit C). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.
- B. For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at contract@dekalbcountyga.gov or (404) 371-4795.
- C. In order for a Proposal to be considered, it is **MANDATORY** that the *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) be completed and submitted with Proposer's proposal.

D. Are you a DeKalb County Firm? Yes ___ No ___

VII. 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 Proposer(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 *Proposer Affidavit*, Attachment G, be completed and submitted with Proposer's proposal.

VII. 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 Proposers 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 Proposer'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, Proposers 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. Mandatory Pre-Proposal Conference and Site Visit

A mandatory pre-proposal conference and site visit will be held at 9:30 a.m. on September 23, 2016 at Seminole Road Landfill, 4203 Clevemont Road, Ellenwood, GA 30294. Interested Proposers must attend and participate in the mandatory pre-proposal conference and site visit. For information regarding the mandatory pre-proposal conference and site visit, please contact Tina T. Phan at (404) 371-6331 or tphan@dekalbcountyga.gov.

C. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted to Tina T. Phan, Procurement Agent, via email to tphan@dekalbcountyga.gov, no later than 5:00 p.m. on October 5, 2016. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

D. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the Proposer 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. Proposer may call Tina T. Phan, Procurement Agent at (404) 371-6331 or send an email to tphan@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html.

E. Proposal Duration

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

F. Project Director/Contract Manager

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

G. Expenses of Preparing Responses to this RFP

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

H. Georgia Open Records Act

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

I. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or Contractor services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or

more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

Proposer shall complete the First Source Jobs Ordinance Acknowledgement Form attached to this RFP as Attachment H.

J. Preferred Employees

Contractors, subcontractors, and independent contractors proposing on this contract will be **encouraged** by DeKalb County to have 25% or more of their labor force consisting of Preferred Entry Level Employees selected from the First Source Registry and trained by a U.S. Department of Labor registered apprenticeship program.

For information on Preferred Employees, please contact DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171.

Proposer shall complete the Preferred Employee Tracking Form attached to this RFP as Attachment I.

K. Business License

Upon award of the contract, successful Proposer shall submit a copy of its valid company business license. If the Proposer is a Georgia corporation, Proposer shall submit a valid county or city business license. If the Proposer is not a Georgia corporation, Proposer 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 Proposer holds a professional certification which is licensed by the state of Georgia, then Proposer shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the Proposer for the duration of the contract.

L. Right to Audit

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

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

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

IX. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and may determine an interview short list of the firms whose proposals are highest rated based on qualifications and information provided in Section III and IV Proposal Formats, and Section V, Criteria for Selection.

Interview short listed firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will then re-score all interview short listed firms based on the information submitted and oral interview, and will compile a new list ranking those firms. After all rating is completed, the committee will open cost proposals of only the final short listed firms 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,

Tina T. Phan

Tina T. Phan
Procurement Agent
Department of Purchasing and Contracting

 PAH/TP 

ATTACHMENT A
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 Environmental Monitoring, and Gas Collection and Control System, Operations and Maintenance Services described herein will be received in the Purchasing & Contracting Department, 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on October 18, 2016 until <u>3:00 p.m. (EST)</u>.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending proposals 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 B

COST PROPOSAL FORM

(Consisting of 9 pages)

**ENVIRONMENTAL MONITORING, AND GAS COLLECTION AND CONTROL SYSTEM
(GCCS), OPERATIONS AND MAINTENANCE SERVICES**

Proposer: 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 Proposer's name and "Request for Proposals No. 16-500401" clearly identified on the outside of the envelope.

By signing this page, Proposer 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: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL				
ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS/ ANNUAL	COST PER EVENT	EXTENDED AMOUNT
<u>PART I: MONITORING AND O&M SERVICES</u>				
<u>A. Storm Water and Erosion Control Monitoring</u>				
1.	Annual effluent limitation/benchmark monitoring and reporting for landfill.	1	\$ _____	\$ _____
2.	Resampling/Quarterly storm water monitoring for constituents exceeding effluent limitations for landfill.	4	\$ _____	\$ _____
3.	Quarterly inspection of the SWP3 BMPs including written reports and meeting for landfill.	4	\$ _____	\$ _____
4.	Annual comprehensive inspection and EPD report for the landfill.	1	\$ _____	\$ _____
5.	Quarterly SWP3 inspections including written reports for 3 transfer stations, 4 collection lots, 2 fleet maintenance shops, and 2 roads & drainage facilities.	4	\$ _____	\$ _____
6.	Annual comprehensive inspection and EPD reports for 3 transfer stations, and 4 collection lots, 2 fleet maintenance shops, and 2 roads & drainage facilities.	1	\$ _____	\$ _____
7.	Quarterly SWP3 inspections including written reports for 2 fleet maintenance shops, and 2 roads & drainage facilities	4	\$ _____	\$ _____
8.	Annual comprehensive inspection and EPD report for 2 fleet maintenance shops, and 2 roads & drainage facilities, 3 transfer stations, and 4 collections.	4	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS/ ANNUAL	COST PER EVENT	EXTENDED AMOUNT
9.	Provide lab analysis and reporting for storm water monitoring at landfill, twice quarterly for fecal coliform.	8	\$ _____	\$ _____
10.	Annual NPDES Training Workshop, supply workbook/materials for approximately 100 employees.	1	\$ _____	\$ _____
11.	Annual SWPPP Review and NOI/SWPPP Update for landfill, three transfer stations, four collection lots, two fleet maintenance shops, and two roads & drainage facilities.	1	\$ _____	\$ _____
12.	Evaluation of Non-Storm water Discharges into Storm Sewer System for landfill, three transfer stations, four collections lots, two fleet maintenance shops, and two roads & drainage facilities.	1	\$ _____	\$ _____
B. <u>Groundwater and Surface Water Monitoring</u>				
13.	Semi-Annual surface water monitoring and reporting (Jan. & Jul.).	2	\$ _____	\$ _____
14.	January Appendix I detection monitoring events & reporting (Jan.).	1	\$ _____	\$ _____
15.	July Appendix I & II detection, and assessment monitoring events and reporting (Jul.).	1	\$ _____	\$ _____
16.	Annual monitoring and natural attenuation plan sampling, evaluation, and reporting (Jul.).	1	\$ _____	\$ _____
17.	Semi-Annual leachate monitoring and reporting.	2	\$ _____	\$ _____
18.	Quarterly methane monitoring & reporting (Jan., Apr., Jul., Oct.)	4	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS/ ANNUAL	COST PER EVENT	EXTENDED AMOUNT
19.	Monitoring surface emissions monitoring & reporting (Jan., Apr., Jul., Oct.).	4	\$ _____	\$ _____
20.	Confirmation of surface emission corrective action monitoring & reporting.	4	\$ _____	\$ _____
C. <u>Mining and Borrow Area Monitoring</u>				
21.	Quarterly monitoring and letter report for four borrow areas (Ward Lake, Clevemont Road, Johnson Property, and South River Sand Pit)	4	\$ _____	\$ _____
22.	Annual mining status report to EPD for each of the four borrow areas (Ward Lake, Clevemont Road, Johnson Property, and South River Sand Pit).	1	\$ _____	\$ _____
D. <u>GCCS Operation and Maintenance</u>				
23.	Monthly GCCS and PCS monitoring, adjustment, and reporting.	12	\$ _____	\$ _____
24.	Monitor, evaluate, and report liquid level in GCCS (Anticipate 4 events per year).	4	\$ _____	\$ _____
25.	Blower maintenance lubrication letter report for Title V record (Anticipate 8 events per year).	8	\$ _____	\$ _____
26.	Flares maintenance/outage events including letter report for Title V record. (Anticipate 10 events per month for each flare. There are two flares in total).	240	\$ _____	\$ _____
27.	Establish, update, and submit weekly SSMP report for GCCS flares, Green Energy Facility, and RFF.	52	\$ _____	\$ _____
28.	Perform daily monitoring using remote monitoring access for Title V compliance and maintenance (flare station, pump stations, Green Energy Facility, and RFF)	365	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS/ ANNUAL	COST PER EVENT	EXTENDED AMOUNT
29.	Perform monthly pump maintenance on 25+/- pumps.	12	\$ _____	\$ _____
30.	Annual GCCS repair/replacement parts allowance; maintain inventory onsite of gas well pumps, tubing, counters, repair parts for sumps and leachate knock out.	1	\$ _____	\$ _____
E. <u>Title V Reporting, Control Devices and Operations</u>				
31.	Candlestick Flare Operations and Maintenance.	12	\$ _____	\$ _____
32.	Ultra Low Nox Flare Operations and Maintenance.	12	\$ _____	\$ _____
33.	Semi-Annual Title V report. Prepare and submit mid-period draft (3-month report) and final (6-month report).	2	\$ _____	\$ _____
34.	Annual Title V certification. Prepare and submit mid-period draft (3-month report), and final (6-month report).	1	\$ _____	\$ _____
35.	Prepare annual emission inventory and prepare annual emission statement.	1	\$ _____	\$ _____
36.	Annual emission fees.	1	\$ _____	\$ _____
37.	Annual Electric Generator Report for RNG Facility.	1	\$ _____	\$ _____
38.	Prepare annual tub grinder certification report.	1	\$ _____	\$ _____
39.	Annual review and annual update of SSMP for GCCS flare, Green Energy Facility, and LFG to RNG Facility.	1	\$ _____	\$ _____
40.	Monthly on-site file review, documentation verification, and permit conditions review for all Title V permits	12	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS/ ANNUAL	COST PER EVENT	EXTENDED AMOUNT
F. <u>Greenhouse Gas Monitoring</u>				
41.	GHG Monitoring and Monthly Database Updates.	12	\$ _____	\$ _____
42.	Annual GHG Monitoring Report	1	\$ _____	\$ _____
43.	Annual On-Site Compliance Review of GHG Monitoring records and update to GHG Monitoring Plan.	1	\$ _____	\$ _____
G. <u>Preventive Maintenance Activities</u>				
44.	Semi-Annual preventive inspections and documentation for ground water and methane wells.	2	\$ _____	\$ _____
45.	Routine, semi-annual repairs to ground water and methane monitoring wells.	2	\$ _____	\$ _____
46.	Quarterly preventive inspections, and recommend corrective action/measures (if necessary) for leachate sumps, condensate know-outs, and pump stations. <i>Note: Contractor shall provide Inspection Form and shall submit to County for Approval.</i>	4	\$ _____	\$ _____
47.	Quarterly preventive inspections, and recommend corrective action/measures (if necessary) for air compressor and flares back-up/emergency generator. <i>Note: Contractor shall provide Inspection Form and shall submit to County for Approval.</i>	4	\$ _____	\$ _____
H. <u>Administrative</u>				
48.	Monthly engineering meeting at CNG facility.	12	\$ _____	\$ _____

I. <u>Contingency Fund</u>				
49.	Fund allowance for repair/replacement parts and labor to maintain gas well pumps, tubing, counters, and leachate knock out, ground water and methane wells.			\$ <u>75,000.00</u>
LUMP SUM TOTAL (Items 1-49)				\$ _____
<u>PART II: MONITORING AND ON-CALL ACTIVITIES (As Needed Basis)</u>				
ITEM NO.	ITEM DESCRIPTION	NO. OF HOURS	FIXED HOURLY RATE	EXTENDED AMOUNT
A. <u>Engineer/Scientist</u>				
50.	Staff Professional	10	\$ _____/hr.	\$ _____
51.	Sr. Staff Professional	10	\$ _____/hr.	\$ _____
52.	Professional	10	\$ _____/hr.	\$ _____
53.	Project Professional	10	\$ _____/hr.	\$ _____
54.	Sr. Professional	10	\$ _____/hr.	\$ _____
55.	Associate	10	\$ _____/hr.	\$ _____
56.	Principal	10	\$ _____/hr.	\$ _____
B. <u>Construction Services</u>				
57.	Engineer Technical I	10	\$ _____/hr.	\$ _____
58.	Engineer Technical II	10	\$ _____/hr.	\$ _____
59.	Sr. Engineer Technical I	10	\$ _____/hr.	\$ _____
60.	Sr. Engineer Technical II	10	\$ _____/hr.	\$ _____
61.	Site Manager I	10	\$ _____/hr.	\$ _____
62.	Site Manager II	10	\$ _____/hr.	\$ _____
63.	Construction Manager	10	\$ _____/hr.	\$ _____

ITEM NO.	ITEM DESCRIPTION	NO. OF HOURS	FIXED HOURLY RATE	EXTENDED AMOUNT
C. <u>Design, Graphical, and Administrative Services</u>				
64.	Designer	10	\$_____/hr.	\$_____
65.	Sr. Drafter/Sr. CADD Operator	10	\$_____/hr.	\$_____
66.	Sr. Drafter/Sr. CADD/Artist	10	\$_____/hr.	\$_____
67.	Admin. Assistant/Tech Word Processor	10	\$_____/hr.	\$_____
68.	Clerical	10	\$_____/hr.	\$_____
TOTAL (Items 50-68)				\$_____
<u>PART III: GAS COLLECTION AND CONTROL SYSTEM (GCCS) UPGRADE (Additive Alternate Item Only)</u>				
69.	GCCS Upgrade (LUMP SUM AMOUNT)			\$_____
TOTAL LUMP SUM AMOUNT (Item 69)				\$_____
<u>Notes To Proposer</u>				
<ol style="list-style-type: none"> 1. The prices for item nos. 1-48 shall include all labor, equipment, transportation, supplies, laboratory analysis and reporting, supervision, payroll additives such as profit and overhead, safety and traffic control devices, flagmen, drafting, data reduction, signing and certifying surveys, and incidentals. 2. Please refer to Attachment J for list of Storm Water Sites for Quarterly & Annual Inspections. 3. Gas quality parameters shall meet the GFF's requirements: 50-55% methane and 0 (<1)% Oxygen . 4. Contractor shall provide and maintain ALL equipment necessary to conduct the services. 5. Contractor shall continuously collect GHG data and submit weekly. 6. Contractor shall not be entitled to this fund without written approval by the County. 7. The No. of Units/Annual and the Extended Amounts for items nos. 50-68 are for evaluation purposes only. They do not reflect the actual numbers. 8. The Fixed Hourly Rates for items nos. 50-68 shall be firm throughout the contract term. 				

Notes To Proposer (Cont'd)

9. GCCS Upgrade (Item no. 69) was included as Additive Alternate item only. This work may be added to the existing contract depending upon availability of funding. Please see Attachment I for the Scope of Work.

10. Abbreviations:

- (a) SWP3 – Storm Water Pollution Prevention Plan
- (b) BMPs – Best Management Practices
- (c) EPD – Environmental Protection Division
- (d) NPDES – National Pollutant Discharge Elimination Permit
- (e) SWPPP – Storm Water Pollution Preventive Plan
- (f) NOI – Notice of Intent
- (g) SSMP – Startup, Shutdown, Malfunction Plan
- (h) RFF – Renewable Fuels Facility
- (i) RNG – Renewable Natural Gas
- (j) LFG – Landfill Gas
- (k) GHG – Green House Emission
- (l) CNG – Compressed Natural Gas
- (m) GCCS – Gas Collection and Control System

End of Cost Proposal

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (5) prior client 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 proposal.

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 _____

(Make Copies if Necessary)

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

Purchasing & Contracting Form No. 7, Page 1
Rev. 12-5-12

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE 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 Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

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) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

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 dollar value shall be due with the bid or proposal documents and included with Exhibit "A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County Government

establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

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." Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to complete and submit the notarized Schedule of LSBE Participation will result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/SubContractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all SubContractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE SubContractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit C.

For eligible bids/proposals over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

“EXHIBIT A”

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

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

PRIME BIDDER/PROPOSER _____ RFP NUMBER: ITB No. 16-500401

TITLE OF UNIT OF WORK – Environmental Monitoring, and Gas Collection and Control System Operations, and Maintenance Services

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
 _____LSBE-DeKalb _____LSBE-MSA _____MBE _____ WBE.

2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) 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 financial participation to be provided by the LSBE, MBE or WBE joint venture firm.

4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Copy the following page and list additional subcontractors, if necessary. 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 dollar value. A Letter of Intent form is attached hereto as Exhibit “B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

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.			Advertisement for solicitation of LSBEs in general circulation media and trade association publications at least seven (7) calendar days prior to bid or proposal opening any and all SubContractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
2.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, 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 and the amount of the quoted price if one was obtained.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
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 with Contract Compliance seeking assistance in identifying available LSBEs. Provide Contract Compliance representative name and title.
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 dollar value shall be due with the bid or proposal documents. Provide subcontractor information as requested by forms provided by Contract Compliance.
8.			Other Actions (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 other 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, Felton Williams, Special Projects Manager at 404-371-6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department is available on our website at <http://www.dekalbcountyga.gov/>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE
SCHEDULE OF PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE 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/Proposer 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 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 Proposer 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 County. 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 or Proposer (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 propose documents.
2. Attach a copy of the LSBE’s current valid Certification Letter.

To: _____
(Name of Prime Contractor Firm)

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

ITB Number: 16-500401

Project Name: Environmental Monitoring, and Gas Collection and Control System, Operations and Maintenance Services

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

Description of Materials or Services	Project Commence Date	% of Contract Award	Estimated Dollar Amount

Prime Contractor

SubContractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit C
(consisting of 2 pages)



PRIME CONTRACTOR LSBE UTILIZATION REPORT
Please complete a separate form for each contract.

This report **must** be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application) to the Contract Compliance Division. Failure to comply **may** result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	Percent Complete to Date
Name:			
Address:			
Telephone #:	Fax #:	Email	

REPORTING PERIOD: (From - To)	
PROJECT NAME:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$
 AMOUNT OF REQUESTION THIS PERIOD: \$
 TOTAL AMOUNT REQUESTIONED TO DATE: \$
SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: _____ Date: _____
 (Signature) (Printed Name)

Return Completed Form to:
 Contract Compliance Division, DeKalb County Purchasing and Contracting
 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
 404-371-4795(phone) 404-371-2511 (fax)

Exhibit C
 (consisting of 2 pages)



LSBE SUB-CONTRACTOR REPORT

Please complete a separate form for each contract.

This report **must** be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments to the Contract Compliance Division. Failure to comply **may** result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB - CONTRACTOR		Sub-Contract Award Amount	% Completed to Date
Name:			
Address:			
Telephone #:		Fax#	Email

PRIME CONTRACTOR:	
CONTRACT NUMBER:	
ITB/RFP NUMBER:	
PROJECT LOCATION:	

ANY CHANGE IN AMOUNT AFFECTING CONTRACTOR UTILIZATION: \$

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

Return Completed Form to:
 Contract Compliance Division, DeKalb County Purchasing and Contracting
 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
 404-371-4795(phone) 404-371-2511 (fax)

SAMPLE



CONTRACT NO. _____



ATTACHMENT F

CONTRACT FOR PROFESSIONAL SERVICES

**BETWEEN
DEKALB COUNTY, GEORGIA**

AND

**PROJECT TITLE: ENVIRONMENTAL MONITORING, AND GAS
COLLECTION AND CONTROL SYSTEM (GCCS), OPERATIONS AND
MAINTENANCE SERVICES**

RFP NO.: 16-500401

Tina Phan, Procurement Agent, Phone: (404) 371-6331, E-mail: tphan@dekalbcountyga.gov

CONTRACT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS CONTRACT 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 _____ organized and existing under the laws of the State of _____, with offices in _____ County, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide Environmental Monitoring, and Gas Collection and Control System (GCCS), Operations and Maintenance Services for DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and Contracts 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 (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with three (3) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First Annual Renewal Term of (12) calendar months. Prior to the expiration of the First Annual Renewal Term, the parties have the option to renew this Agreement for a Second Annual Renewal Term of (12) calendar months. Prior to the expiration of the Second Annual Renewal Term, the parties have the option to renew this Agreement for a Third Annual Renewal Term of (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual renewal term, unless terminated under another provision of this Contract. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the 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 Public Works Department
Sanitation Division
3720 Leroy Scott Drive
Decatur, GA 30030

B. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE SubContractor Report to:

Contract Compliance Division
DeKalb County Purchasing & Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

In case of termination of the Agreement before completion of the work, the Contractor will be paid only for the work completed as of the date of termination as determined by the County.

ARTICLE III. SCOPE OF WORK

The Contractor agrees to provide all professional consulting services in accordance with the County's Request for Proposals (RFP) No. 16-500401 for Environmental Monitoring, and Gas Collection and Control System (GCCS), Operations and Maintenance Services, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE IV. GENERAL CONDITIONS

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

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 Contract, 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 Contract** 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 Contract 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 Contract 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. 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 Contract;
 - (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
4. 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.
5. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all SubContractors likewise carry statutory Workers' Compensation Insurance.
6. 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.
7. 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.

8. 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 Contract) contained in this Contract.
9. 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 Contract 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 Contract 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 Contract** 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 Contract 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, 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

If to the Contractor:

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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

CONTRACTOR'S NAME

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

_____ **by Dir.**(SEAL)
LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Title

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

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

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT “A” of SAMPLE CONTRACT

Cost Proposal

The County's Request for
Proposals (RFP) No. 16-500401"

APPENDIX I

“Excerpts from the Contractor’s
Response to the County’s Request
for Proposals (RFP) No. 16-500401”

APPENDIX II

ATTACHMENT “B” of SAMPLE CONTRACT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Environmental Monitoring, and Gas Collection and Control System (GCCS), Operations and Maintenance Services

Name of Project

DeKalb County, Georgia

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT “C” of SAMPLE CONTRACT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of SubContractor

Environmental Monitoring, and Gas Collection and Control System (GCCS), Operations and Maintenance Services

Name of Project

DeKalb County, Georgia

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT “D” of SAMPLE CONTRACT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-SubContractor

Environmental Monitoring, and Gas Collection and Control System (GCCS), Operations and Maintenance Services

Name of Project

DeKalb County, Georgia

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires: _____

**ATTACHMENT “E” of SAMPLE CONTRACT
CERTIFICATE OF CORPORATE RESOLUTION**

I, _____, certify the following:

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

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

_____;

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

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

This the _____ day of _____, 20_____.

_____(CORPORATE SEAL)
(Secretary)

ATTACHMENT “F” of SAMPLE CONTRACT
Copies of Required Insurance policies with Declarations Page(s)
(Supplied by Contractor)

**ATTACHMENT “G” of SAMPLE CONTRACT
CODE OF ETHICS**
(See the next 6 pages)



Office of Interim Chief Executive Officer

DeKalb County, Georgia

Lee N. May
Interim CEO

Executive Order No. 2014-4 **New Ethics Policy**

WHEREAS, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

WHEREAS, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

WHEREAS, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

WHEREAS, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

WHEREAS, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

NOW THEREFORE, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

June 24, 2014

Section 1: Scope of this Order and Reminder of Existing Rules

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").¹ CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

Section 2: New Ethical Rules for CEO Merit-Exempt Employees

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. *Gifts*. A CEO merit-exempt employee may accept gifts² from an Interested Source³, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

¹This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

² "Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals.* CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel.* CEO merit-exempt employees may accept “reasonable hosting expenses” from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County’s contract or falls within the exception for gifts of travel to the County.
- c. *Tickets.* CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria.* CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. *Awards, other exceptions.* CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

Section 3: Chief Executive Officer

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

³ “Interested Source” means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

Section 4: Training

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

Section 5: Contractors and CEO-sponsored events

1. *Contractors.* To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order 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 either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
2. *CEO-sponsored events.* No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship⁴ from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

Section 6: Support of the Ethics Board of DeKalb County

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

⁴ A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

- enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;
2. Meeting with and supporting the Ethics Board as necessary;
 3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
 4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
 5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
 6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
 7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
 8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
 9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
 10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

Section 7: Comprehensive and Updated Ethical Rules

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

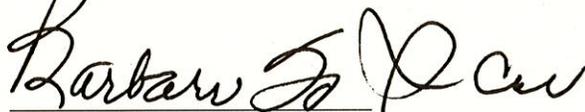
Section 8: Compliance and Effective Date

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this 25th OF June, 2014.


LEE N. MAY
Interim Chief Executive Officer

ATTEST:



BARBARA H. SANDERS, CCC
Clerk to the Chief Executive Officer
and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.

ATTACHMENT G

PROPOSER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Proposer submitting a proposal 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].

Proposer's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Proposer

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT H



DeKalb Workforce Development
Where Workforce Comes Together

First Source Jobs Ordinance Acknowledgement

Contract No. _____

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

Please return this form to Workforce Development, fax (404) 687-4099 or email to dblake@dekalbcountyga.gov.

◆ (404) 687-3400 ◆ www.dekalbworkforce.org
DeKalb Workforce Development is a 501(c) 3 non - profit organization
An Equal Opportunity Employer/Program

ATTACHMENT J**STORM WATER SITES FOR QUARTERLY & ANNUAL INSPECTIONS**

2. Seminole Road Landfill
4203 Clevefont Rd.
Ellenwood, GA 30294
3. Central Transfer Station
3720 Leroy Scott Dr.
Decatur, GA 30032
4. North Transfer Station
4600 Buford Highway
Chamblee, GA 30341
5. East Transfer Station
1750 Rogers Lake Road
Lithonia, GA 30058
6. Central Collection Lot
3689 Camp Circle
Decatur, GA 30032
7. South Collection Lot
1755 Fairlake Dr.
Decatur, GA 30034
7. East Collection Lot
1750 Rogers Lake Rd.
Lithonia, GA 30058
8. North Collection Lot
2315 Chamblee-Tucker Rd.
Chamblee, GA 30341
9. Fleet Maintenance
5350 Memorial Dr.
Stone Mountain, GA 30083
10. Fleet Maintenance
3043 Warren Rd.
Decatur, GA 30034
11. Roads & Drainage
772 Camp Rd.
Decatur, GA 30032

Note: One or more sites in the above provided list may discharge within 1 mile or within the watershed of impaired stream segments on the approved GA EPD 305(b0/303(d) list.

ATTACHMENT K**LIST OF MONITORING POINTS**

Monitoring Points	Phase 1/2/2A	Phase 3&4	Total
Groundwater Wells	18	16	34
Piezometers (VOC - July Event)	2		2
Surface Water Monitoring Locations	3	4	7
Stormwater Monitoring Outfalls	6		6
Methane Wells	16	6	22
Barhole Punch Locations	9	8	17
Structures for Methane Monitoring	7		7
Leachate Sampling Points	1	1	2
Gas Extractions Wells and Monitoring Points	168	16	184
Leachate Sumps	3	5	8
Condensate Knock-Out Sumps	5	4	9

ATTACHMENT L

GAS COLLECTION AND CONTROL SYSTEM (GCCS) UPGRADE

To optimize the efficiency of gas collection and to maximize production at RFF or GEF the Contractor may be required to evaluate, design and install modification to the GCCS; the Contractor should be willing and able to address the following items. The first of these modifications will address the flow of gas from the existing well field to enable lower grade gas from older areas (Phase 1 and 2) to be directed to the candle stick flare for destruction while enhancing the flow of gas from more productive areas (Phase 2A and 3). With this modification valves, pressure control and gas sampling will be unified to allow all control devices (flares, FRR, GEF) to accept landfill gas as desired by the County and their GCCS operators while maintaining compliance control and stable well field conditions. In addition sample points and control valves will be added to the header system to complete the ability to diagnose and isolate problem areas to enable continued operation of the RFF or GEF while necessary repairs are made.

Leachate management in gas well around the landfill is critical to effective gas collection and control. The chemistry of the leachate at DeKalb is such that sections of the leachate force main have suffered severe scaling, this has resulted in sections becoming blocked preventing pump operation. A force main “backbone” has been considered in Phase 2A to relieve this problem. This new force main will be equipped with access points to enable jetting of eh existing force main, and include some new subsection (these too will be equipped with jetting access points. All parts of the new system will be equipped with pressure taps to monitor performance.