



**DeKalb County
Department of Purchasing and Contracting**



REQUEST FOR PROPOSALS (RFP) NO.: 16-500411

FOR

REVENUE AUDIT OF COMMERCIAL WATER/SEWER SERVICES

Sr. Procurement Agent: Vearnetta Rivers
Phone: (404) 371-2936
Email: vrivers@dekalbcountyga.gov

Pre-Proposal Conference: October 17, 2016
Deadline for Receipt of Questions: October 24, 2016
Deadline for Submission of Proposals: November 3, 2016

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

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**DeKalb County
Department of Purchasing and Contracting**

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

October 3, 2016

REQUEST FOR PROPOSAL (RFP) No.: 16-500411

FOR

**REVENUE AUDIT OF COMMERCIAL WATER/SEWER SERVICES
DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in revenue auditing services for local governments to provide a commercial water/sewer revenue audit for DeKalb County, Georgia.

I. INTRODUCTION

A. General Information

1. DeKalb County is Georgia's third largest county with more than 700,000 residents calling it home. The DeKalb County Finance Department, Division of Treasury and Accounting Services, is responsible for the invoicing and collection of payments for commercial and water/sewer services for the County. There are approximately 250,000 residential water/sewer customers who are billed bimonthly and approximately 16,000 non-farm business customers who are billed monthly. There are approximately 10,500 commercial customers who are billed monthly. Customers pay invoices using the following methods:
 - a. By cash or check in the Customer Service Center located 774 Jordan Lane, Decatur, GA 30030.
 - b. By check sent via United States Postal Service.
 - c. By Automated Clearing House (ACH).
 - d. By credit/debit card when using VitalChek, the Utility's third party billing service.
 - e. The County is currently implementing an Interactive Voice Response System to facilitate customer payments via telephone.

2. **DeKalb County Department of Finance** seeks to procure professional services to conduct a revenue audit of commercial water/sewer by evaluating the County’s billing records in order to identify the County’s opportunities to:
 - a. Discover billing issues and field conditions that result in inappropriately reduced or inflated billings.
 - b. Correct billing and metering systems on an account by account basis.
 - c. Identify billing system problems which result in a loss of revenue.
 - d. Identify new revenue opportunities which will deliver ongoing increased revenue.
 - e. Improve billing equity among all customers.

3. Services for collection of existing delinquent accounts on County records are specifically excluded from this contract.

B. Definitions - Wherever used in the RFP, the following terms shall have the meanings indicated.

1. “Improved Revenue Opportunity” shall mean an item that is defined as a task, repair, replacement, update, or correction identified by the Successful Responder (hereinafter referred to as “Contractor”) that, if performed, will generate new revenue for a minimum of four (4) years after its performance. Additionally, “Improved Revenue Opportunity” shall mean one time new service fees, impact fees, and back billing for services rendered.

2. “Potential Revenue Gain” shall mean the potential annual revenue the County receives should the County implement the Improved Revenue Opportunity.

3. “Revenue Gain” shall mean the annual revenue the Count receives resulting from the implementation of the Improved Revenue Opportunity.

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

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

1. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and the audit shall be completed within eighteen (18) months. Fee to the contractor for Revenue Gain shall be paid for a period of thirty-six (36) months after the County implements the improved revenue opportunity. The contract shall expire one thousand, six hundred and twenty (1620) days after acknowledgement of receipt of written notice to proceed.
2. The County reserves the right to make one (1) award or multiple awards or award in whole or in part.

II. AUDITING OF COMMERCIAL WATER/SEWER SERVICES

A. The Successful Respondent shall conduct an assessment of the County's billing data, billing system, and customer service standards to develop a program to improve revenue and reduce cost. This shall consist of investigating, documenting and reporting on Improved Revenue Opportunities through data analysis. The assessment shall include, but is not limited to, the following tasks:

1. Completion of a data assessment.
2. Review system interoperability.
3. Review of customer service standards.
4. Provision of final reports.

B. Data Assessment & Data Model

1. The Contractor shall be provided access to the County's billing system in a read-only environment. This access shall be made available remotely or at the County's site at the County's discretion. The County reserves the right to redact information provided to the Contractor in order to maintain customer privacy; however, sufficient information shall be provided to enable the Contractor to perform the services required by this RFP.
2. The Contractor shall upload and analyze transaction and consumption data for the purposes of identifying potential Improved Revenue Opportunities in the County's Water/Sewer billing and metering systems.
 - a. Data for commercial residential water/sewer customers, non-farm business customers, and multifamily properties consisting of more than two (2) units shall be assessed.
 - b. Information gathered shall be used to generate a profile of account characteristics suitable for use by County staff for future analysis to identify billing and metering inconsistencies and improve revenue opportunities.

3. The Contractor shall use the profile of account characteristics to generate custom reports on an account by account basis to identify Improved Revenue Opportunities. The reports shall identify any anomalies that might indicate the following items at a minimum:
 - a. Orphan accounts for water/sewer services.
 - b. Accounts that do not have payment transactions for water/sewer services.
 - c. Identification of unknown and unaccounted for outstanding monies owed to the County for water/sewer services.
 - d. Water/sewer accounts that have improper meter size or type.
 - e. Water/sewer accounts that are determined to have improper rate structures based on actual usage.
 - f. Water/sewer accounts that may not have correct water meter dial readings.

C. System Interoperability

1. The current computer information system is CPak and it was implemented in April 2004. CPak interfaces with core County databases. The County is using CPak Version 6.5.99. The application runs on Windows and Oracle Database Version 10.2.04. CPak is used for billing, collections, book balancing, and customer service.
2. CPak interfaces with the following:
 - a. Electronic Payments (VitalChek, Metavante, CheckFree, etc.).
 - b. Remittance Processing.
 - c. Interactive Voice Response.
 - d. Internet / Intranet.
 - e. Banks for Electronic Funds Transfer/Automated Clearing House.
 - f. Financial Information Management Information System (used for refunds).
 - g. Print Vendor.
 - h. Kendal Meter Reading.
 - i. Synergen/Oracle Utilities Work and Asset Management.
 - j. Customer Relationship Manager System/311.
3. The Contractor shall assess the County's systems and their interfaces in order to identify any issues that affect their interoperability and accurate transmission of data between systems that would affect proper account billing.

D. Review of Customer Service Business Practices

Contractor shall review the County's customer service standards as they relate to the proper billing of its Water/Sewer customers and provide recommendations to improve the proper billing as appropriate. The Contractor shall develop customer service performance standards, as appropriate, for the proper billing of the County's customers.

E. Final Reports

1. The Contractor shall provide a revenue report (with supporting documentation) which shall document recommendations to increase the County's revenue and decrease its losses. Contractor shall identify Improved Revenue Opportunities including, but not limited to, the following:
 - a. Opportunities to install commercial meters.
 - b. Document workflow and software systems interoperability as it relates to the correct billing of the County's water/sewer customers.
 - c. Document any potential revenue losses resulting from failure of the systems to operate optimally.
 - d. Identify opportunities for customer service to increase revenue.
 - e. Provide an itemized list of Improved Revenue Opportunities and the Potential Revenue Gain associated with each opportunity.
2. In addition to the revenue report, the Contractor shall deliver an informational report providing the following information:
 - a. Orphan accounts found in the billing system or meter reading reports and systems.
 - b. Commercial survey reports.
 - c. Misapplied rates report on an account by account basis for water/sewer customers.
 - d. Water/sewer meter read report evidencing no usage of services including first date exhibiting no usage and subsequent date usage begins (if any) indicating period during which an account is active but there are no meter readings for the account.
 - e. Water/sewer misapplied meter size report.
 - f. Data loss during transmission of data between systems.
 - g. Recommended customer service performance standards as they relate to the appropriate billing of customers.
3. The County will be sole party responsible for making a determination if none, all, or any of the Contractor's recommendations are implemented.

F. Fees

1. If the County implements any Improved Revenue Opportunities, the Contractor shall be entitled to receive a portion of the Revenue Gain generated. If the Contractor fails to identify and document unbilled or misbilled commercial water/sewer services, then the County shall be under no obligation to compensate the firm.
2. The Contractor shall be paid a percentage of the actual Revenue Gain collected by the County. Payments shall be made on a monthly basis for a three (3) year period of time.
3. The Contractor shall in no way add in any additional cost for potential modification/upgrades based on functional needs outlined in the statement of work.

G. Project Kick-off Meeting

A project kick-off meeting shall be held prior to the start of work to review project objectives, procedures, and approach. County and Contractor shall mutually agree to a final project plan, progress reporting schedule, and project schedule.

III. PROPOSAL FORMAT (NOTE: DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION.)

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

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No.: 16-500411 for Revenue Audit of Commercial Water/Sewer Services" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

Technical Proposal

1. Technical Proposals must be submitted in a sealed envelope(s) or box(s) with the responder's name and "Request for Proposals No. 16-500411 for Revenue Audit of Commercial Water/Sewer Services" on the outside of each envelope or box.
2. The following Attachments must be completed by Responder and submitted with Responder's Technical Proposal:

Attachment A:	Required Documents Checklist
Attachment B:	Proposal Cover Sheet
Attachment C:	Subcontractor Information Form
Attachment D:	Reference and Release Form
Attachment E:	Sample County Contract
Attachment F:	Responder Affidavit
Attachment G:	First Source Jobs Ordinance Acknowledgement
Attachment H:	Preferred Employee Tracking Form

3. Responder shall complete Attachments A and B, *Required Documents Checklist* and *Proposal Cover Sheet*, respectively, and include these as the first pages of the technical proposal.
4. Technical Approach:
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein.
 - b. Provide a cost breakdown structure for the proposed fee stated in the Cost Proposal. Include all elements that comprise the percentage of revenue gain to be paid to Contractor. Indicate the percentage of the proposed fee that applies to each element. Total of all percentages shall equal 100%. **DO NOT INCLUDE ANY ACTUAL COSTS.**
 - c. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project.
 - d. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
5. Project Management:
 - a. Describe how the project will be organized and managed.
 - b. Describe progress reporting procedures for the project.
 - c. Include the anticipated use of subcontractors or vendors.
 - d. Describe the resources necessary to accomplish the purpose of the project.
6. Personnel:
 - a. Identify the individuals who will be part of the project team;
 - b. Identify any outside personnel, such as subcontractors, who will be performing services under the proposed contract by using the *Subcontractor Information Form* attached hereto as Attachment J.
 - c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
7. Organizational Qualifications:
 - a. Describe Responder's experience, capabilities and other qualifications for this project;
 - b. Responder shall state how many years has Responder operated under current company name;
 - c. Responder shall state if Responder has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - d. Include a financial statement for the last three (3) years.
8. References:
 - a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as

Attachment C.

- b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.

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

B. Local Small Business Enterprise Ordinance

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.

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.

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 responder's proposal.

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

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

IV. CRITERIA FOR EVALUATION

The following evaluation criteria with maximum points stated below will be used as the basis

for the evaluation of proposals.

- A. Cost (15 points)
- B. Technical Approach to the Project (15 points)
- C. Project Management (15 points)
- D. Personnel (10 points)
- E. Organizational Qualifications (20 points)
- F. Financial Responsibility (10 points)
- G. References (5 points)
- H. Local Small Business Enterprise Participation (10 points)
- I. Optional Interview for Shortlisted Firms (10 points) - bonus

V. **CONTRACT ADMINISTRATION**

A. **Standard County Contract**

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

B. **Submittal Instructions**

One (1) original Technical Proposal stamped "Original" and 16-500411 compact discs with each disc containing an identical copy of the Technical Proposal; and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on November 3, 2016.

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

Proposals must be clearly identified on the outside of the envelope with the responder's name and "Request for Proposals No.: 16-500411 for Revenue Audit of Commercial Water/Sewer Services" on the outside of the envelope(s) or box(es).

C. **Mandatory Pre-Proposal Conference and Site Visit**

A pre-proposal conference will be held at 2:00 p.m. on the 17th day of October, 2016 at 1300 Commerce Drive, 2nd Floor, Main Conference Room, Decatur, Georgia 30030. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference.

For information regarding the pre-proposal conference, please contact Vearnetta Rivers, Sr. Procurement Agent, at 404-371-2936 or vrivers@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing by one of the following methods: in person at the Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, via email to Vearnetta Rivers at vrivers@dekalbcountyga.gov, or, no later than close of business on October 24th, 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.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Vearnetta Rivers at (404) 371-2639 or send an email to vrivers@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-bids-&-rfps.html>.

F. Proposal Duration

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

G. Project Director

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

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open

Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

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

K. Preferred Employees

Contractors, subcontractors, and independent contractors bidding 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.

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

L. Business License

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

M. Right to Audit

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

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

VI. AWARD OF CONTRACT

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

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

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

Sincerely,

Vearnetta Rivers
Sr. Procurement Agent
Department of Purchasing and Contracting

- Attachment A: Cost Proposal
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: Subcontractor Reference and Release Form
- Attachment E: Sample Service Agreement
- Attachment F: Responder Affidavit
- Attachment G: First Source Jobs Ordinance Acknowledgement
- Attachment H: Preferred Employee Tracking Form

ATTACHMENT A

COST PROPOSAL FORM

(Consists of pages 16 – 18)

REVENUE AUDIT OF COMMERCIAL WATER/SEWER SERVICES

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Request for Proposals No.: 16-500411 Revenue Audit of Commercial Water/Sewer Services” clearly identified on the outside of the envelope.

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

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL FORM

I. Responder: State a FIRM FIXED PRICE for all costs, direct and indirect, administrative costs, and all things necessary for Revenue Audit of Commercial Sanitation and Water/Sewer Services.

Item No.	Description of Services	Unit	Estimated No. of Units to Complete	Rate Per Hour	Total Price
1	Data Assessment and Data Model	Hour			
2	System Interoperability Review	Hour			
3	Customer Service Standards Review	Hour			
4	Revenue Report	Hour			
5	Informational Report	Hour			
	Grand Total (Sum of all items)	Hour			

II. Responder: State the Firm Fixed Fee as a percentage of the Revenue Gain to be paid to Responder for increased revenue resulting from the County's implementation of Improved Revenue Opportunities. The Firm Fixed Fee shall include all costs, direct and indirect, administrative costs, and all things necessary for the provision of the services.

_____ %

**ATTACHMENT B
PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for 16-500411 Revenue Audit of Commercial Water/Sewer Services described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on November 3, 2016 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT E
SAMPLE COUNTY AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ___ day of _____, 20___, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a _____ 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 _____ in DeKalb County, Georgia..

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

ARTICLE I. CONTRACT TIME

The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within _____ (___) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

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

amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of three (3) pages attached hereto and incorporated herein by reference. Payment is to be made to contractor 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:

Zachary Williams
Chief Operating Officer
1300 Commerce Drive
6th Floor
Decatur, GA 30030

and

Lee Mays
Interim Chief Executive Officer
1300 Commerce Drive
6th Floor
Decatur, Georgia 30030

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all auditing services in accordance with the County's Request for Proposals (RFP) No. 16-100411 for Revenue Audit of Commercial Water/Sewer 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.

ARTICLE V. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$500,000.
 - (e) Umbrella or Excess Insurance is acceptable to meet the minimum limits whenever there is an insurer licensed to do business in Georgia which is providing at least the first \$100,000 of primary coverage.
 - (f) Fidelity Bond in the total amount of the Agreement.
2. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;

- (c) Certificates to contains 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**

3. 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.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. 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.
6. 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.
7. 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 insured's (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
8. 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.

I. **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.

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

K. **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.

L. **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.

M. **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.

N. **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.*

O. **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.

P. **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.

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

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

S. **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.

T. **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:

Interim Chief Executive Officer
1300 Commerce Drive
6th Floor
Decatur, GA 30030
and
Executive Assistant
1300 Commerce Drive
6th
Decatur, Georgia 30030

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

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

If to the Contractor:

With a copy to:

U. **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.

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

_____ **by Dir.**(SEAL)
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 F

RESPONDER AFFIDAVIT

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

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

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

Notary Public
My Commission Expires: _____

ATTACHMENT G



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

