



DeKalb County  
G E O R G I A

WorkSource DeKalb, Community Development, and  
Office of Youth Services

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June 27, 2017

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**Request for Quotation No. 15-16-16.03-005-STEAM**

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DeKalb County, Georgia is requesting a quotation for the following:

**SERVICES AND INSTRUCTION FOR YOUTH SERVICES**

**I. Scope of Services:**

See Attachment A.

**II. Sample County Contract**

The attached sample contract is the County's standard contract document (see Attachment I), which specifically outlines the contractual responsibilities. All Responder(s) 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) quote. Since proposed revisions may result in a quote being rejected if the revisions are unacceptable to the County, Responder(s) 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.

**III. Due Dates:**

- A. Questions are due on or before 2:00 p.m. EST on **June 30, 2017**.
- B. **Quotes are due on or before 2:00 p.m. EST on July 12, 2017.**

**IV. Submittal Requirements:**

- A. All questions and quotations must be submitted to Latanya Lowery via email at [llowery@dekalbcountyga.gov](mailto:llowery@dekalbcountyga.gov) by the respective dates and times specified above.
- B. Responder(s) must complete and submit the following documents as part of the quotation submittal: 1) Quote Form (Attachment B); 2) Reference Check and Release Form (Attachment C); 3) Reference Check and Release Form Subcontractor (Attachment D if applicable); 4) Contractor Affidavit (Attachment E); 5) Contractor Affidavit Subcontractor (Attachment F if

applicable); 6) Contractor Affidavit Sub-Subcontractor (Attachment G if applicable); and 7) Financial Capability Form (Attachment H).

C. Responder(s) must submit the proposal clearly identifying each section representative of the requested attachment and, if applicable, any supplemental information directly related to the proposal.

**V. Financial Capabilities:**

See Attachment H.

**VI. Insurance Requirements:**

Insurance requirements are included in the sample County contract.

Thank you for your interest in doing business with DeKalb County.

Sincerely,



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Latanya Lowery  
Youth Services and Special Projects Manager  
WorkSource DeKalb

Enclosures:  
Attachments A, B, C, D, E, F, G, H, and I

# Attachment A

## SCOPE OF SERVICES

WorkSource DeKalb (WSD) and Community Development would like to utilize an experienced subject matter expert (SME) to provide academic initiatives related to Science, Technology, Engineering, Arts, and Mathematics [STE(A)M].

The SME should have at least two (2) years of experience in working within a community to engage and motivate youth in the areas of STE(A)M. The SME must provide documented experience in working with over 1500 youth in the areas of STE(A)M. More specifically, the SME should:

- Provide strategic programs and initiatives with a primary focus on intervention with measured outcomes and a visible footprint in the community;
- Ensure a viable and robust STEAM ready workforce pipeline within DeKalb County.
- Ensure delivery of programs without duplication,
- Provide a mobile (e.g. with wheels) innovation lab that is equipped with tools, technology and staff on a daily basis.
- Facilitate an individual and team based hands on experience that builds both cognitive and non-cognitive skills
- Connect participant with community change agents while providing exposure to mentors and career exploration
- Equip academic instructors and trainers with experiential learning tools that will enable them to reinforce learning and information sharing/retention.
- Provide a comprehensive learning outlet in the field of digital media to include but not limited to logo design, web design, and print media
- Visit multiple locations with clearly defined outcome based performance measures and a demonstrated track record for meeting these stated performance measures.

Specifically, the SME will support the following Workforce Innovation and Opportunity Act Program Elements for Youth Services. Listed below are three (3) of the required fourteen (14) Program Elements.

1. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
2. Occupational skills training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area;
3. Leadership development opportunities including team work training, leadership training, decision-making, and problem solving.

The expected deliverables are:

- A. Provide STE(A)M learning days opportunities for DeKalb employees that work with youth
- B. Provide year-long youth focused programming that increases student interest in STEM
- C. Begin year-long capacity building training and support for targeted locations
- D. Facilitate implementation of training program for student leadership

Program eligibility for the participants will be determined and completed by the respective departments, WorkSource DeKalb and Community Development.

## Attachment B – QUOTE FORM

Responder(s) Name \_\_\_\_\_  
 & Title: \_\_\_\_\_  
 Responder(s) Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

This budget and cost analysis is provided for initial budget planning purposes only. Available funds are an estimate. The Contractor may be required to work with WSD to develop a more refined budget. If you are submitting a quote form for multiple options, each project will need a separate quote form.

PROPOSED TOTAL # OF YOUTH SERVED: \_\_\_\_\_

	CATEGORY	YEAR 1		YEAR 2		TOTAL BUDGET	
		BUDGET	IN KIND	BUDGET	IN KIND	BUDGET	IN KIND
1	Staff Salaries						
2	Staff Fringes						
<b>A.</b>	<b>Total Personnel (Add 1 &amp; 2)</b>						
3	Staff Training, Conferences, and Travel						
4	Communications						
5	Facilities						
6	Insurance						
7	Operating Supplies						
8	Equipment						
9	Subcontractors						
10	Client Education and Training						
11	Client Work-Based Learning						
12	Client Support Services						
13	Miscellaneous Direct						
<b>B.</b>	<b>Total Direct Costs (Add 1-13)</b>						
14	Indirect Costs						
<b>C.</b>	<b>Total Indirect Costs (List 14)</b>						
15	Profit						
<b>D.</b>	<b>Total Profits (List 15)</b>						
	<b>Budget Total (Add B, C, &amp; D)</b>						

**Quote Statement:**

I, the undersigned, certify that this quote is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a quote for the same materials, supplies, equipment, or services, and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this quote, and certify that I am authorized to sign this quote for the Responder(s).

Authorized Signature \_\_\_\_\_

Name of Responder(s) \_\_\_\_\_

Name of Authorized Signer (Typed or Printed) \_\_\_\_\_

Date \_\_\_\_\_

## Attachment C

### REFERENCE CHECK AND RELEASE FORM

List below at least four (4) references, including company name, contract period, contact name, email address, telephone numbers and project name of individuals who can verify your experience and ability to perform the type of services listed in the solicitation. References must be current, have business transactions within the past twelve (12) months from the date this project submission, and still be working with the company listed as the reference. Due to a conflict of interest, neither WorkSource DeKalb nor WorkSource DeKalb Staff (current or prior) may serve as a reference.

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			

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 RFQ.

Signed	Title
Company Name	Date

## Attachment D

### REFERENCE CHECK AND RELEASE FORM (SUB-CONTRACTORS)

List below at least four (4) references, including company name, contract period, contact name, email address, telephone numbers and project name of individuals who can verify your experience and ability to perform the type of services listed in the solicitation. References must be current, have business transactions within the past twelve (12) months from the date this project submission, and still be working with the company listed as the reference. Due to a conflict of interest, neither WorkSource DeKalb nor WorkSource DeKalb Staff (current or prior) may serve as a reference.

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			

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 RFQ.

*Check this box and sign below if this page is inapplicable.*

Signed	Title
Company Name	Date

**Attachment E**

**CONTRACTOR 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(s) submitting a quote, contractor, firm or corporation which is contracting with 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 Department 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]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

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

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

\_\_\_\_\_  
Title of Authorized Officer or Agent of Responder(s)

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

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

\_\_\_\_\_  
Company Name & 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 F**

**CONTRACTOR AFFIDAVIT – SUBCONTRACTORS**

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:

*Check this box and sign below if this page is inapplicable.*

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

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

\_\_\_\_\_  
Title of Authorized Officer or Agent of Responder(s)

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

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

\_\_\_\_\_  
Company Name & 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

## 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:

Check this box and sign below if this page is inapplicable.

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

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

\_\_\_\_\_  
Title of Authorized Officer or Agent of Responder(s)

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

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

\_\_\_\_\_  
Company Name & 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

### FINANCIAL CAPABILITY FORM

I. Fiscal Controls

Briefly describe the accounting system and internal control utilized in assuring fiscal accountability. Specify method of accounting used. Indicate if there is an approved indirect cost rate for this organization. Attach to this form a copy of the indirect cost rate approval letter, if applicable.

II. Audit

Indicate if this organization is subject to the Single Audit Act \_\_\_\_\_.

Attach to this form a letter from your auditor which confirms that your organization has a financial system in place that provides for acceptable internal controls and contract compliance of applicable laws and regulations. The letter should specifically address the fact that federal and state taxes are completed on a regular basis.

III. Financial Capability

Provide a copy of the organization's most recent financial statements for the last 3 years or audit that clearly shows cash reserves or liquid assets to be used for activity start-up costs.

IV. If the Service Provider is a corporation, the corporation and its affiliates must be properly registered with the Secretary of State's Office. Attach a copy of registration certificate.

V. (For Profit Bidders) Local Business License Number: \_\_\_\_\_

City/County of License: \_\_\_\_\_

VI. State Unemployment Insurance Tax Number (DOL Acct. Number) \_\_\_\_\_.

# ATTACHMENT I

## SAMPLE STANDARD COUNTY CONTRACT

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 \_\_\_\_\_, an \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_ County, \_\_\_\_\_ (hereinafter referred to as “Contractor” or “Provider”), shall constitute the terms and conditions under which the Contractor shall provide Services and Instruction to Out of School Youth in DeKalb County, Georgia.

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

### **ARTICLE I. CONTRACT TERM**

The Provider shall commence the Work under this Contract immediately from the execution date. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2019, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

### **ARTICLE II. PAYMENT**

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed XXXXX (~~XXXXXXXX~~), 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 County’s Chief Executive Officer or his/her designee shall have the authority to approve and execute all change orders to contracts up to an absolute value of 20% of the original contract, provided the total change order amount 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 price of the contract exceed \$100,000.00, then the change order requires approval by official action of the Governing Authority. Change orders to contracts that did not require official action of the Governing Authority upon the original execution thereof and which amend the scope of work, term, time and/or total cost not exceeding \$100,000.00, may be approved by the Chief Executive Officer or his designee(s) in the same manner as the original contract. Amounts paid to the Contractor shall comply with and not exceed the *Contractor’s Quote Form* consisting of XX page(s) attached hereto as Attachment 1 of this agreement 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:  
Designated County Project Manager

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

The Contractor agrees to provide services and instruction to out-of-school youth between the ages of 16 - 24 years old in the program areas of career placement, general education development (GED) attainment, and occupational skills certification in accordance with the *County's Request for Quotes No. 15-16-16.03-005 Services and Instruction to Out of School Youth (Multi-Year Contract)* and addenda, excerpt attached hereto as Attachment 2 and incorporated herein by reference, and the *Contractor's Response to the County's Request for Quotes No. 15-16-16.03-005* thereto, attached hereto as Attachment 3 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 IV. GENERAL CONDITIONS**

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

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

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

**D. 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.

**E. 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.

**F. 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.

**G. 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 indemnities," 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 indemnities, 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 Indemnities against claims, actions, or expenses based upon or arising out of the County Indemnities' sole negligence. As between the County indemnities 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 indemnities 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 Indemnities', 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.

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Comprehensive Automobile Liability Insurance with a minimum \$1,000,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
  - (d) Commercial General Liability Insurance
    - (1) Each Occurrence - \$1,000,000
    - (2) Fire Damage - \$250,000
    - (3) Medical Expense - \$10,000
    - (4) Personal & Advertising Injury - \$1,000,000
    - (5) General Aggregate - \$2,000,000
    - (6) Products & Completed Operations - \$1,500,000
    - (7) Contractual Liability where applicable
  - (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
  - (f) Sexual Abuse/Sexual Misconduct with a minimum limit of \$1,000,000. If included in any other policies, Contractor must state that.
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 Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;

- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

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

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

**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 a *Contractor Affidavit under O.C.G.A §13-10-91* evidencing its compliance with the Federal Work Authorization Program. The signed affidavit is attached to this Contract as Attachment 4 and incorporated by reference. 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 under O.C.G.A §13-10-91* obtained in connection with this Contract shall be attached hereto as Attachment 5 and incorporated by reference. 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 under O.C.G.A §13-10-91* obtained in connection with this Contract shall be attached hereto as Attachment 6 and incorporated by reference.

**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 will be expected to 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.** 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 the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3400.

**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 RFQ 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. 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.

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

**S. Additional Attachments.** This Contract includes the following Additional Attachments all of which are incorporated herein by reference: Attachment 7, *Certificate of Corporate Resolution/Business Organization Documents*; Attachment 8, *Business and Professional License Documentation*; Attachment 9, *Insurance Documentation*; and Attachment 10, *Ethics Rules Executive Order 2014-4 Ethics Rules*.

**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 Procurement Officer  
Department of Purchasing and Contracting

Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

And

Executive Assistant  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

**If to the Contractor:**

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

With a copy to:

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

**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 RFQ; and the Contractor's Response thereto.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR’S LEGAL NAME**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_ **by Dir.**(SEAL)  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
County Attorney Signature

Sheryl B.C. Stone  
Department Director Name (Typed or Printed)  
Department Name

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

\_\_\_\_\_  
Department Director Signature

Allen Mitchell  
Department Director Name (Typed or Printed)  
Department Name