



**DeKalb County
Department of Purchasing and Contracting**

February 8, 2018

REQUEST FOR PROPOSALS (RFP) NO. 17-500474

FOR

**SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST)
PROGRAM MANAGEMENT SERVICES
(MULTIYEAR AGREEMENT)**

Procurement Manager: Cathryn Horner
Phone: (404) 371-6334

Mandatory DeKalb First Local Small Business Enterprise LSBE Meeting: **February 7th, February 14th, and February 21st, 2018**
(Bidders must attend one meeting on either of the dates listed.) **4572 Memorial Drive, Decatur, Georgia 30032**
Main Conference Room - A
(Meetings are held at 10:00 a.m. and 2:00 p.m.)

Mandatory Pre-Proposal Conference Thursday, February 22, 2018, 10:00 AM
Maloof Auditorium, 1300 Commerce Drive,
Decatur, GA 30030

Deadline for Submission of Questions: **March 2, 2018**
Deadline for Receipt of Proposals: **March 20, 2018**

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

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

February 8, 2018

REQUEST FOR PROPOSALS (RFP) No. 17-500474

FOR

Special Purpose Local Option Sales Tax (SPLOST) Program Management Services

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in providing comprehensive program management services (the Project) to submit proposals for SPLOST Program Management Services.

This procurement is being conducted in accordance with all applicable provisions of the County's Code of Ordinances, including its Procurement policies and processes. By submitting a Proposal concerning this procurement, the Responder acknowledges that it is familiar with all laws applicable to this procurement.

I. INTRODUCTION

- A. The County proposes to engage a program management team to provide professional Program Management Team Services for various projects as broadly described in the Program Summary enclosed and identified in the DeKalb County SPLOST Program, approved by DeKalb County voters on November 7, 2017.

SPLOST is a financing method for funding capital outlay projects in the State of Georgia. It is an optional 1% sales tax levied by any county for the purpose of funding the building, maintenance or repair of parks, schools, roads, and other public facilities.

Under the Guidance of the DeKalb County Administration and for the benefit of the citizens of DeKalb County; it will be the responsibility of the Successful Responder (hereinafter referred to as PM) to Plan, Organize, Staff, Direct, Coordinate, Review, and Budget activities associated with SPLOST. The expectation is the PM will not only provide the technical skills necessary for the successful implementation of the SPLOST program but will have a demonstrated history of effective collaboration with staff and the Community to achieve desired programmatic outcomes. The PM Team must understand, appreciate and demonstrate the importance of keeping the County's Governing Authority, the Citizens Advisory Committee, staff and public informed of actions and activities associated with the successful implementation of the SPLOST program. The PM Team will develop a system to quickly identify issues that may detract from the timely achievement of goals or objectives associated with SPLOST implementation. The PM shall assist in defining, representing and protecting the interests of the County for the successful implementation of the 2018-2023 SPLOST program, including regular consultation with the CEO's office and the Law Department on the execution of the SPLOST program per the Referendum, Authorizing Resolution(s), statutory guidelines and related matters to ensure that the full intent of the

program is accomplished.

The PM shall participate as an integral member of the SPLOST team and contribute towards the success of the program, which may involve the provision of other technical and administrative support, as required. The PM shall collaborate with any project teams on other special initiatives related to the program, as required.

1. All work under this proposal will be performed at the sole cost and expense of the PM. The PM will provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, room & board, equipment, materials, apparatus, data and other items necessary to accomplish the Project as defined, in accordance with the Scope of Work (herein called Services).
2. The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project. The respondent shall provide, perform and complete all of the Services in a proper and workmanlike manner, consistent with the highest standards of professional practice, and in full compliance with all federal, state, and local regulations, and as required by or pursuant to this RFP.
3. The services shall be for an estimated period of six (6) Years.
4. No work under this contract is guaranteed. All requests will be issued through work authorizations at the sole discretion of the County.

B. 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
PM Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B *	E
Sample County Contract	F
Responder Affidavit *	G
First Source Jobs Ordinance Information with Exhibits 1 – 4	H
Preferred Employee Tracking Form	I
Financial Statements *	
Exceptions to the Sample County Contract (if any)	

*** Failure to return these attachments will render your proposal non-responsive**

- C. The County’s payment terms are Net 30 and payment shall be based upon acceptable completion of work as determined by the County.
- D. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written Notice To Proceed.

- E. It is the intent of the County to award one (1) contract for program management services, but the County reserves the right to make multiple awards.
- F. The County reserves the right to negotiate with the Recommended Awardee prior to award by the Board of Commissioners.

II. SCOPE OF WORK

The Scope of Work (SOW) contained in this RFP includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet the County's SPLOST Program initiatives. The County will determine the work to be performed. Nothing in this RFP constitutes an assurance that an item of work will be performed by the PM. The County reserves the right to request all, some or any combination of services identified in this Scope of Services. When the County desires any Services contemplated under this Scope of Services, the County will contact the PM and authorize such Services via work authorization. It is understood and agreed to by the PM that Services performed under the Scope of Services of this RFP shall include, but not be limited to, the Services described below and as desired by the County.

A. BASIC SERVICES

The PM team personnel shall assist in the planning, coordination, scheduling and monitoring of the assigned DeKalb County SPLOST Program projects during the planning, design, construction, start-up, commissioning, and close-out phases as requested and authorized by the County. The PM's basic services shall include, but not be limited to, the following professional services:

1. The PM team Manager in Charge is responsible for the overall successful delivery of the assigned support services for DeKalb County SPLOST Program projects. The PM team Manager will have overall responsibility for assigning personnel, and the coordination of all PM team staff support tasks and activities to ensure the goals and objectives are accomplished within a prescribed time frame and funding parameters, while ensuring safety, promoting diversity and delivering the project scope established by the County.
2. Provide programmatic and policy level perspectives and guidance to assist with the overall successful delivery of SPLOST programs.
3. Provide management of resources and relations, including the coordination of activities, to ensure the goals and objectives of each SPLOST project are accomplished within the prescribed time frame and funding parameters.
4. Monitor, document and confirm compliance with the DeKalb First Local Small Business Enterprise and First Source Ordinances and objectives related to Local Small Business Enterprises (LSBE) and DeKalb County residents' participation in solicitations issued under the SPLOST program through the contract's term.
5. Integrate systems and procedures to manage the design and construction of SPLOST projects including: budgeting; estimating; scheduling; procurement assistance and inspection.
6. Oversight, coordination and monitoring of independent project or construction manager

implementation and process on individual SPLOST projects related to the following:

- a. SPLOST Program implementation, monitoring and reporting.
- b. SPLOST Program master scheduling and construction project scheduling.
- c. Cost Estimating and Estimating Services.
- d. Track construction progress and completion documentation.
- e. Property Acquisition.
- f. Project Management.
- g. Safety Programs.
- h. Construction Safety Coordination.
- i. Construction Inspection.
- j. Resident Engineering.
- k. Facility Start-Up Coordination.
- l. Maintenance training of staff.

B. PROGRAM PLANNING

1. Develop a Program Management Plan for County's review and approval.
2. Provide project information/project management tracking system that will share data and utilize data from County's existing systems to track project cost estimates, expenditures, schedules, and contracts.
3. Assist in developing and confirming project priorities, scopes, deliverables and develop project schedules with associated cashflow expenditure projections.
4. The County and Successful Responder shall agree that all work product produced during the term of the Agreement including, but not necessarily limited to all ideas and concepts as may be conceived, developed or written either individually or jointly in collaboration with others, shall belong to and be the sole exclusive property of the County.

C. PROJECT IMPLEMENTATION

1. Design Management
 - a. Support the RFP process for design services.
 - b. Monitor design consultant progress, work quality and timeliness of completion.
 - c. Review design consultant invoices and make recommendation to County staff regarding payment.
 - d. Conduct status review meetings with consultants.

- e. Perform plan reviews at milestone phases (Concept, Preliminary, Right-of-Way and Final).
 - f. Review consultant cost estimates and make recommendations to the County.
 - g. Provide constructability reviews and make recommendations to the County.
2. Right-of-way and Land Acquisitions Coordination
- a. Review consultant right-of-way easements and parcel acquisition plans.
 - b. Coordinate title reports with County and External Attorneys.
 - c. Coordinates appraisal process.
 - d. Make offers/ negotiate with property owners.
 - e. Coordinate closings.
 - f. Coordinate condemnations with County Attorneys.
 - g. Provide updates to staff and administration as necessary.
 - h. Coordinate with Georgia Department of Transportation when appropriate.
 - i. Prepare right-of-way certification packages.
3. Land Acquisition Services
- a. Provide appraisals for land or property acquisitions.
 - b. Provide aerial surveys and GIS information.
 - c. Provide environmental assessments (GEFA reports).
 - d. Provide legal – closing attorney services.
 - e. Provide surveys/boundaries.
 - f. Conduct title searches.
 - g. Conduct utilities assessments.
 - h. Conduct soil borings for site assessment purposes (as needed).
 - i. Provide other land acquisition services as needed.
 - j. Services shall be coordinated with County Finance and Law Departments as required.
4. Stakeholder Coordination & Reporting
- a. Coordinate and attend public information meetings.
 - b. Provide information to Communications office for meeting notices, press releases or website updates.
 - c. Provide utility coordination for construction projects identified in the SPLOST program.
 - d. Provide regular status updates to County staff, the CEO and Board of Commissioners. PM and County shall mutually agree to schedule of updates.
5. Construction Quality Assurance
- a. Develop and finalize solicitations' SOW to maximize participation with DeKalb First LSBE and First Source Ordinances; and ensure successful construction completion outcomes.
 - b. Support RFP/Bid process, assisting with preparation of bid documents using County standards.
 - c. Attend marketplace meetings, pre-bid and pre-proposal conferences.
 - d. Prepare responses to bidders' questions and review solicitation addenda, sample County contracts and bidders' submittals.

- e. Attend and support project kick-off, notice-to-proceed and/or pre-construction meetings.

6. Construction Management

- a. Provide full-time or part-time inspection services as needed.
- b. Provide quality verifications.
- c. Process Requests for Information (RFI) from contractor.
- d. Coordinate resolution of minor issues in the field.
- e. Maintain project files, pictures, and aerial documentation of progress and quality control and participate in project audits.
- f. Review contractor payment applications and make recommendation to County staff regarding payment.
- g. Review contractors' change orders, field orders and perform cost estimates.
- h. Conduct necessary federal compliance efforts (labor interviews, review certified payroll, review DBE utilization, etc.) when needed.
- i. Provide materials testing if needed.
- j. Provide NPDES/BMP inspections and/or reports when required.
- k. Conduct final walk through and develop and manage punch list.

7. Program Reporting

- a. Provide monthly project progress reports, monthly information on schedules, milestones, budgets, estimates, and updated projections for each milestone.
- b. Provide project information to Communication Office for public information.
- c. Provide project control information to owner departments and Finance Department for updated budgeting, expenditures, and contract cost estimates, and financial forecasts.

8. Administrative Requirements

- a. Interface with the County's enterprise system (Oracle) requirements to ensure compliance with County processes for budgets, purchases and payments, as well as complete and accurate accounting records.
- b. Provide and maintain detail project budgets in the County's projects & grants system.
- c. Provide and maintain projected cash flow requirements by project.
- d. Review and approve contractor payment applications and submit documentation for payments.
- e. Review and approve invoices to be submitted by category/project.
- f. Review project materials and supply purchases for payment by the County.
- g. Reconcile project manager records used for any reporting to the County's project records.
- h. Participate as needed in the County's financial audit and separate SPLOST audit.
- i. For each completed project, provide capitalization information needed for the County's fixed asset system [as well as projected 10-year maintenance schedules and estimated costs].

D. PROGRAM CONTROLS

The PM shall provide integrated and comprehensive program controls to manage the critical issues of time, cost, scope and quality. Respondents shall propose a Program Management System for program control services. Upon acceptance of the system by the County, PM may request that the County procure sufficient software licenses and maintenance agreements to support the SPLOST Program. The control services shall include at a minimum:

1. Reports, documents and data that represents an accurate assessment of the status of projects, and remaining work to be accomplished.
2. Internal and public facing dashboards to keep staff and public informed of actions and activities associated with the successful implementation of the SPLOST.
3. Identifies problems and variances, and the need for County decisions.
4. A monthly Executive Summary, including detailed progress photographs, that provides an overview of current issues and pending decisions, future developments, expected achievements, potential delays or problems.
5. A monthly Cost Narrative describing the status of incurred costs against the approved construction budget, the estimated completed Cost of Work and status of Contingency per contract(s).
6. A monthly Scheduling Narrative summarizing the current status of the Program Schedule, including an analysis of the various project schedules, description of the critical path, and other analysis necessary to compare planned and actual project performance.
7. A monthly Accounting Narrative describing the current cost and payment status of the entire SPLOST Program, including a relation of current encumbrances and expenditures to budget allocations.
8. Assist in the management, control, preparation, quality control and tracking of project information.
9. Ensure that all documents processed include at a minimum the project number, subject, date, parties to and from, and document type including but not limited to: correspondence and letters, emails, memos, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, and requests for information.
10. At no time during the performance of services under this agreement shall the PM disseminate any information to the public without prior County approval.

E. SPECIFIC WORK AND REQUIREMENTS

The following includes, but is not limited to, typical specific services that may be required from the PM:

1. In collaboration with the County through consultation with the CEO, define, represent and protect the interests of the County in the successful completion of the SPLOST Program goals and requirements.
2. Assist the County in prioritizing the list of SPLOST projects approved by the County by the development of a work plan to establish annual/semi-annual goals while taking into consideration cost efficiencies and controls, the County's plan, and funding availability.
3. For the SPLOST Resurfacing Program, assist in the recommendation of alternatives for utilizing automated pavement distress survey services and related professional services to evaluate and update pavement condition rating for conditions such as cracking, potholes, rutting, etc.
4. Present information at public forums when requested by the County. Responders shall assume that public forum participation shall be quarterly for the purposes of developing Responder's cost proposal.
5. Serve as a repository of accurate SPLOST Program information and details on specific projects.
6. Upon request, provide timely responses to questions and requests for information presented by the Governing Authority, CEO and staff.
7. Provide periodic progress and status reporting, and budget summaries in a format approved by the County.
8. Provide communication, materials and information for timely and consistent public update to the County's communication officer.
9. Develop, implement and maintain a SPLOST program and project level monitoring and reporting system.
10. Prepare cost estimates for projects and review cost estimates prepared by others for accuracy and compliance with County standards.
11. Provide conceptual and detailed construction estimates based on information provided by others.
12. Provide professional opinion regarding cost proposals and budgets submitted by others.
13. Provide technical support and reviews, as required by the County of documents and reports prepared by others.
14. Provide County with assistance in consultant selection, negotiations, and performance evaluation in coordination with the County Finance and Law Departments.
15. Assist in the acquisition of properties and easements as required for construction and improvements.
16. Assist in securing necessary federal, state or local permits required for each project.

17. Provide aerial documentation of construction progress.
18. Review and evaluate construction critical path method (CPM) schedules and assist project managers in the monitoring and enforcement of construction schedule requirements.
19. Coordinate with utilities and other state, county or city agencies to resolve any utility relocations, extension, or other infrastructure coordination issues on project design and construction.
20. Develop a Project Document Tracking Control System to facilitate the timely processing and approval of all contract documentation in coordination with the overall SPLOST Program Schedule.
21. Conduct value engineering studies and provide recommendations on proposed projects and provide recommendation(s) to the County.
22. Provide planning, scheduling, monitoring, cost estimating, budgeting and cash flow control on specific projects.
23. Create, implement and execute a Construction Safety Plan that utilizes best practices and compliance for all construction projects and contractors.
24. Coordinate the review of shop drawings for general compliance with design requirements and contract documentation.
25. Review of progress certificates and potential change orders and contract amendments and provide recommendations of acceptability to County. The PM is prohibited from approving any change order or amendment without written authorization by the County.
26. Make periodic site visits to assess progress generally, and the conformity of the work with contract documents.
27. Participate in the testing and start-up at the conclusion of construction.
28. Ensure that as built record drawings are accurate and up to date on a periodic basis and upon completion of the project.
29. Provide field sketches or drawing mark-ups to record changed conditions or modifications to plans.
30. Monitor prescribed field testing and inspection of materials and equipment.
31. Maintain sufficient data to outline current progress of the work; certify requests for payment, progress, quantities of work completed, materials delivered to the work site, and potential change orders.
32. The County reserves the right to demand that the PM remove and replace any individual assigned to the project if, in the opinion of the County, the individual does not possess the skills and experience necessary to render the services or in the event the individual is not adhering to the County's policies, procedures and requirements. Replacement of any

team member shall be done at no cost to the County and PM will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such staffing changes. No replacement of an individual may be made without submission of a resume of the proposed replacement and acceptance of the replacement by the County.

33. Provide sustainable cost-effective facilities planning, design, and construction programming implementation.

F. MINIMUM QUALIFICATIONS

1. Respondent shall satisfactorily demonstrate the ability to meet the following minimum criteria to be considered responsive and responsible to the RFP:
 - a. Respondent must have within the last ten (10) years provided SPLOST Program Management Services or program/project control services for a local government Capital Improvement Program (CIP) at a value not less than \$100,000,000.00 (One Hundred Million Dollars), which is inclusive of design, land acquisition, utilities and other project costs on at least three (3) programs of similar size and complexity;
 - b. Each Key Personnel proposed for management, supervision, delivery responsibilities, design, and construction management services must have a minimum of ten (10) years of experience in SPLOST Program and/or program/project control services for a local government Capital Improvement Program (CIP). Experience shall include, but not be limited to: commercial and governmental facilities, parks, transportation, pavement, sidewalks, signals and bridges.
 - c. Project personnel proposed for the transportation services shall have at least five (5) years of experience managing Georgia DOT, federally funded projects;
 - d. Respondent and all joint venture partners, sub-contractors must possess and maintain all licenses required by state, local and federal laws to perform the work described in this RFP;
 - e. Respondent must submit with its Proposal, documentation that demonstrate its ability to provide qualified personnel that meets the minimum qualification criteria for all position classifications and/or functional working titles proposed below:

Contract Compliance Specialist;
Project Manager;
Sub-Contractor;
Estimator;
Onsite Inspector;
Administrative Support
Safety Coordinator;
Program Management Coordinator;
Controls Manager;
Scheduling Manager;
Public Information Manager; and
Construction Manager

2. Respondent may propose additional staff classifications that it deems necessary to fulfill the requirements of the SOW, subject to the additional classifications meeting the minimum requirements above.

G. CONTRACT COMPLIANCE SPECIALIST

1. PM shall provide a Contract Compliance Specialist(s) to assist the DeKalb County Purchasing and Contracting Department in scheduling and facilitating SPLOST community outreach for the County's DeKalb First Local Small Business Enterprise Ordinance regarding participation of Local Small Business Enterprise (LSBE) Program.
2. Contract Compliance Specialists(s) must have a minimum of ten (10) years of experience in managing LSBE, Minority, Women or Diversity programs for a governmental or large public institution. Certification with the American Contract Compliance Association as a Certified Compliance Administrator or Master Compliance Administrator, or equivalent certification from a similar nationally recognized Contract Compliance Organization, is required.
3. PM shall monitor, track and report LSBE participation in the SPLOST Program.
4. PM shall assist in responding to inquiries and comments from the public, community groups, County staff and elected officials, and maintain a file of all correspondence relating to such inquiries.
5. County will provide furniture, telephone, internet, office and meeting space for Contract Compliance Specialist(s).

H. PROJECT MANAGER

1. PM shall provide Project Manager who possesses a minimum of ten (10) years of verifiable experience in the management of SPLOST or construction projects similar to those anticipated in this RFP, including construction of courthouses and government buildings, to assist in the coordination of the overall management of the SPLOST Program on an as needed basis. Project Manager will be required with differing skills and experience during the life of the contract, and may be required to execute and finalize projects with varying or strict timelines, and within established budgets. Project Manager must be experienced at working both independently and in a team oriented, collaborative fashion. Project Managers must have the ability to elicit cooperation from a wide variety of resources, exhibit strong interpersonal skills, conform to shifting priorities, project adjustments and alterations promptly and efficiently. Project Manager shall provide a response to County inquiries unless otherwise mutually agreed to by County and PM. Services of Project Manager will be through work authorization provided to PM that define the project scope, goals, and deliverables for the specific project covered by the work authorization(s). Project Managers will perform a variety of tasks, including but not limited to the following:
 - a. Direct and manage project development through successful completion;
 - b. Define project scope, goals and deliverables in collaboration with authorized County management and stakeholders;

- c. Develop full-scale project plans and associated communicative documents;
- d. Communicate project expectations to team members, County staff and stakeholders effectively and on a consistent basis;
- e. Estimate resources needed to achieve project goals;
- f. Draft and submit budget proposals and required adjustments;
- g. Manage changes in project scope and devise contingency plans; and
- h. Develop project success criteria, evaluate and create reports to identify successful and unsuccessful project elements.

I. SUB-CONTRACTOR

1. PM shall ensure the responsibility standards for each of its first tier Sub-Contractors in each part of this RFP. Verification must include documentation that each sub-contractor meets the responsibility criteria required to perform the work including any professional license, certification and insurance requirements of this RFP, or any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. PM shall not furnish any statement, representation, or certification regarding sub-contractors that is materially false, deceptive, incorrect or incomplete.
2. All proposed sub-contractors shall be listed in the Respondent's response. Respondent shall ensure that all proposed sub-contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of work. The County reserves the right to reject any sub-contractors.
3. PM shall have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all sub-contractors engaged in the work of this RFP. The lack of a valid license for PM or any sub-contractor shall be grounds for default and for immediate termination for cause with prejudice as it relates to the PM and the removal of any unlicensed entity from the project. In the event PM or sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the PM's contract effective as of the date on which the license or certification is no longer in effect.
4. PM must receive written permission to add sub-contractors not initially submitted with Respondent's submittal. Sub-contractors shall not sub-contract any portion of their work pursuant to this RFP without the written consent of the County. Failure of the PM to obtain from the County prior approval of each sub-contractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor(s) and all permissible sanctions against the PM.

J. ESTIMATOR

1. The Estimator works shall possess a minimum of ten (10) years of verifiable experience in cost estimation of SPLOST or construction projects similar to those anticipated in this RFP. The Estimator shall work closely with the Project Managers to determine the costs associated with completing the scope of work. It is anticipated that this position will be used for facility construction and maintenance/renovations only. The Estimator shall be responsible for completing quantity take-offs, preparing cost estimates, organizing bid bonds, and determine the financial needs of completing a project.
 - a. Assess the type of tender, client and closing date of tender to determine prioritization of all tenders.
 - b. Analyze drawing, specifications and other documentation to prepare comprehensive cost estimates.
 - c. When necessary, refer to previous projects of similar nature for cost comparison.
 - d. Use mathematical equations to determine the quantity of material needed by calculating width, length, depth and density.
 - e. Demonstrate a thorough understanding of the scope for specific skills assigned.
 - f. Prepare, issue, receive and review supplier and sub-contractor proposals and pricing.
 - g. Coordinates with the County on all changes in scope, questions or clarifications regarding the work, during the bidding process.
 - h. Act as a resource to project management during the award / start-up phase to clarify any issues regarding what was considered in the estimate including materials and methods of construction;
 - i. Review budget and project profitability status and goals with supervision and project team as required. Seeks input on corrective measures to continuously improve the identification and accuracy of cost figures;
 - j. Act as a resource for project management by providing cost information and developing cost estimates for changes in the work, during different construction phases;
 - k. Must ensure a solid understanding of, and comply with the principles of the County's Code of Ethics and other applicable County policies and examine situations considering the principles of the Code of Ethics.
 - l. Provide other estimating duties as needed.

K. ONSITE INSPECTOR

1. Onsite Inspector(s) shall possess a minimum of ten (10) years of verifiable experience in the onsite inspecting of SPLOST or construction projects similar to those anticipated in this RFP.
2. Conduct site inspection for tender understanding, analysis of conditions and assessment of risk and identification of activities that may or may not be shown in tender documents.
3. Attend and participate in onsite meetings with the appropriate parties, County staff, contractors, and other project stakeholders.

4. Provide other onsite inspection duties as needed.

L. ADMINISTRATIVE SUPPORT

1. The Administrative personnel shall possess sufficient verifiable experience to successfully complete the aforementioned duties.
2. Maintain separate bid files including all development information that was utilized in preparation of the estimates.
3. Maintain up-to-date and accurate contact information for suppliers, sub-contractors and clients.
4. Monitor bids and contract status to ensure on time tenders closing.
5. Conduct other administrative duties as needed.

M. SAFETY COORDINATOR

1. Safety personnel shall possess sufficient verifiable experience to successfully complete the aforementioned duties.
2. Participate, accept, and adopt the principles described in the PM's safety program and insure that all personnel work in a manner supporting the safe, successful completions of services.
3. Work in a safe, responsible manner to not intentionally or unintentionally injure oneself, or endanger the wellbeing of others.

N. PROGRAM MANAGEMENT COORDINATOR

1. The Program Management Coordinator shall possess a minimum of seven (7) years of verifiable experience in the program management of SPLOST or construction projects similar to those anticipated in this RFP. The Program Management Coordinator shall provide office services by implementing administrative systems, procedures, and policies; monitoring administrative projects; and maintaining suggestion program.
 - a. Support planning and coordination of a program and its activities.
 - b. Ensure implementation of policies and practices.
 - c. Maintain budget and track expenditures/transactions.
 - d. Manage communications through media relations, social media etc.
 - e. Help build positive relations within the team and external parties.
 - f. Schedule and organize meetings/events and maintain agenda.
 - g. Ensure technology is used correctly for all operations (video conferencing, presentations etc.).
 - h. Prepare paperwork and order materials.
 - i. Keep updated records and create reports or proposals.
 - j. Support growth and program development.

O. CONTROLS MANAGER

1. The Controls Manager shall possess a minimum of seven (7) years of verifiable experience in the aforementioned responsibilities as they relate to SPLOST or construction projects similar to those anticipated in this RFP. The Controls Manager shall manage and oversee project controls for engineering and construction projects.
 - a. Provide project planning and scheduling, cost estimating and monitoring, and quality review of technical documents.
 - b. Guide and direct resolution of project difficulties and complex control problems.
 - c. Interact with County staff and attend regular meetings and provide reports.
 - d. Determine design changes and schedule slippages impact.
 - e. Develop and maintain establish standards to exhibit schedule and plan hierarchy and inform project and company management.
 - f. Review performance and offer personnel development for employees.
 - g. Recommend and customize project control systems to satisfy project requirements.
 - h. Understand, practice and lead organization's commitment by example to achieve zero incident safety.
 - i. Coordinate with cross functional team with professionalism, courtesy and tact.
 - j. Determine significant irregularities, trends and variances and suggest corrective action.
 - k. Gather input and update standard management reports.
 - l. Coordinate with project management staff to ensure project objectives and timelines.
 - m. Identify construction and maintenance costs on materials, equipment and labor.
 - n. Create, review and manage project schedules to identify progress, lead times and project sequences.
 - o. Develop project controls for personnel.
 - p. Support project execution and project controls efforts by leading regional office project controls.

P. SCHEDULING MANAGER

1. The Scheduling Manager shall possess a minimum of seven (7) years of verifiable experience in the aforementioned responsibilities as they relate to SPLOST or construction projects similar to those anticipated in this RFP. The Scheduling Manager shall be familiar with standard concepts, practices, and procedures within a particular field. Relies on extensive experience and judgment to plan and accomplish goals.
2. Manage production scheduling activities for SPLOST projects.
3. Design and implement the production schedule plan considering all aspects of production include low cost, timeliness, and effectiveness.
4. Monitor the materials inventories, tracking of progress of production, and reviewing of factors which affect production schedules.
5. Perform a variety of complex tasks. A certain degree of creativity and latitude is required.

6. Supervise a group of primarily para-professional level staff.

Q. PUBLIC INFORMATION MANAGER

1. The Public Information Manager shall meet the following minimum requirements: Bachelor's degree in Journalism, Public Relations, Communications, or related field required; five (5) years of experience in public relations, communications, community outreach, journalism or a related field to include lead or supervisory experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job
2. Develop and implement a comprehensive communications plan to support the mission and objectives of the County SPLOST Program; develop communications strategies; review internal and external communications to ensure consistent messaging; create and implement branding initiatives; manage online presence; and generate public relations campaigns to support special projects, service changes, and new initiatives.
3. Organize, prioritize, and assign work; prioritize and schedule work activities to meet objectives; ensure that subordinates have the proper resources needed to complete the assigned work; monitor status of work in progress and inspect completed work; consult with assigned staff to assist with complex/problem situations and provide technical expertise; provide progress and activity reports to management; and assist with the revision of procedure manuals as appropriate.
4. Prepare written materials to include news releases, speeches, brochures, issue briefs, fact sheets, and other copy as assigned and/or approved by the County's Chief Communications Officer (CCO).
5. Review and edit written material to ensure the messages are consistent, information is accurate and policies are followed.
6. Update data and materials for distribution in a timely, consistent manner.
7. Develop guidelines for disseminating information and outlining procedures to follow in a crisis. These guidelines shall be reviewed periodically by the CCO and be in accordance with existing county crisis communications and processes.
8. Participate in specially called and regularly scheduled meetings.
9. Provide data reporting related to department programs and activities; sets metrics and performance indicators related to department programs and outreach; compiles data related to program participation and goals, costs, and community feedback; conducts surveys to collect community input; tracks inquiries and complaints; and prepares reports.

R. CONSTRUCTION MANAGER

1. The Construction Manager shall possess a minimum of ten (10) years of verifiable experience in construction management to successfully complete the aforementioned responsibilities as they relate to SPLOST or construction projects similar to those anticipated in this RFP.

2. Act as the Owner's representative to insure the SPLOST projects are completed on time and on budget in a manner that is transparent, fair and open to ensure that citizen needs and expectations are met.
3. Set up the estimates, the budgets and the construction timetable for the client and develop the construction strategy.
4. Coordinate and collaborate with sub-contractors and other professionals, including dispute resolution.
5. Ensure that the construction project complies with all building codes and any other legal or regulatory requirements. When delays or problems occur, the construction manager is the project's first responder, ready to make the changes required to move the project past the issue.

S. WORK AUTHORIZATION

1. Work Authorizations shall be executed by the County to the Contractor prior to execution of work. The Contractor shall, upon receipt of the each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the RFP.
2. All Work Authorizations shall, at a minimum, contain the following information:
 - a. Project Identification Number and Title
 - b. Work Authorization Number
 - c. Assignment Description
 - d. Work Disciplines and Hourly Loaded Billing Rates for Same
 - e. Sub-contractor Billing Rates Plus Consultant's Administrative Fee
 - f. Direct Non-Salary Expenses
 - g. Time Schedule
 - h. Contract Number

III. PROPOSAL FORMAT

Responders shall 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. 17-500474 for SPLOST Program Management 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 will 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. Any alterations to Cost Proposal Form will result in Responder's proposal being deemed non-responsive.**
5. The Cost Proposal Form affixed hereto as Attachment "A" must be completed in its entirety and returned in a Separate and Sealed Envelope with Respondent's proposal. The Cost Proposal Form will become a part of the Standard Professional Services Agreement attached to this RFP pursuant to any award. The County may solicit Best and Final Offers and discussions may be conducted with responsible Respondents who submit proposals determined reasonably susceptible to being selected for award.

B. Technical Proposal

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

1. Technical Proposals must be submitted in a sealed envelope(s) or box(is) with the responder's name and "Request for Proposals No. 17-500474 for "SPLOST Program Management Services" **on the outside of each envelope or box. DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.**
 - a. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal;
 - b. Responders are required to provide a brief introduction of your firm. The narrative should include office location(s), main areas of expertise, total number staff, and company background and history.
2. Respondents are required to submit their proposals in the following format:
 - a. Technical Proposal. The technical proposal shall include responses to all of the information requested in the RFP and shall be tabbed to identify the specific components. All forms required by the County or provided by Respondent shall be included. Please do not include any cost of any kind in this section.
3. Contents of Technical Proposal

Conciseness and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The County prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment.

The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with suggested total page limit of 100 pages (excluding the

Required Form Submittals).

- a. Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one individual to whom all future correspondence and/or communications should be directed by the County concerning this solicitation. The letter should include a narrative statement of the Respondent's approach to providing the Services solicited in this RFP.
- b. Executive Summary. The purpose of the Executive Summary is to provide an overview of the Respondent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:
 - i. Complete legal name of the Respondent and the name of the legal entities that comprise the Respondent. The Respondent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, email, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
 - ii. The general and specific capabilities and experience of the Respondent's team. Each Respondent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the County;
 - iii. A description of the Respondent's plan for complying with the County's LSBE goals. This section should include detailed information regarding the essential sub-contractors, the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned;
 - iv. A declarative statement as to whether the Respondent or any member of the Respondent team has an open dispute with the County or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years; and
 - v. Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

4. Technical and Management Approach

- a. Outline the proposed technical approach to program management services. Respondent should explain its approach in terms of organization, process, tools and techniques, staff and quality assurance/quality control. Such information shall include but not be limited to:
 - i. Plan for coordination and communication with County staff.
 - ii. Staffing integration on construction projects.

- iii. Innovative management tools/techniques, as applied to the scope of services.
- iv. Quality Assurance/Quality Control Program.
 - v. Approach and systems used for cost estimating.
 - vi. Approach and systems used for meeting schedules.
 - vii. Other information deemed important by the PM.
- b. Describe how Respondent will manage the Services to ensure proper communication and coordination among project team members; assure the County that each Scope of Work will be kept within the established time and budget constraints;
- c. Provide an outline of the steps necessary to achieve a final design concept including participants, method of decision-making and a timetable to complete the activity;
- d. Describe Respondent's approach to Program Controls, specifically how design cost and design production schedules will be maintained. List the software programs with which specific team members are proficient and the system to be recommended to the County;
- e. Describe Respondent's proposed method to identify and resolve citizen, technical, financial, and cost estimating issues during the Program duration; and make critical decisions;
- f. Describe how the Respondent's design team will approach Design Quality Management, including coordination of the design, checking, and correcting design documents, design schedule control, validation of construction schedule projections and design features enabling control of construction costs;
- g. Provide plan for coordination with permitting agencies;
- h. Provide resumes, experience and qualifications of Respondent's SPLOST Program Management Team;
- i. Description of the proposed team and all proposed sub-contractors;
- j. Delineation of the roles assigned to the team members and all proposed sub-contractors;
- k. Organizational chart of proposed team indicating the role each team member will fulfill;
- l. A statement declaring the type of business relationship the Respondent will use (i.e., a single company, joint venture, etc.);
- m. Describe a back-up personnel plan in the event that key team members must be replaced during the course of the Professional Services Agreement;
- n. Team member's experience working together and working in a blended, integrated team environment;

- o. Team member's experience working with the County and GDOT;
- p. Submit an experience matrix for the team – describe the work the team members (by firm) have performed in the past ten (10) years on the type of projects listed in this RFP including: construction management, capital project delivery, general offices and specialty buildings such as courthouses and government buildings, jails, libraries, senior citizen facilities, recreation centers, utility buildings and police precincts; facility management support for municipal buildings; parks, greenspace and trails;
- q. Identify experience in the design of modifications and upgrades of existing facilities. Identify the capacity and types of equipment utilized.
- r. Identify any outside specialized consultants the Responder intends to use as a sub-contractor for the management of the work, or major portion thereof. The Respondent shall submit information on the sub-contractors, which shall include: specialized resume, company history, address, details of experience with similar type of municipal or county projects during the last five (5) years and copy of license and certificates required for all services to be provided under the RFP.
- s. Proximity to DeKalb County: Describe the Respondent team's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the County and its other consultants. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list Respondent's geographical location of the office that will be primarily responsible for assigned projects and where the work will be accomplished.

5. Experience and Qualifications of Key Staff

- a. Provide the names, qualifications and relevant experience for the individuals proposed for the Key Management Staff.
- b. Provide an experience matrix that summarizes the involvement of the named Key Staff on projects listed in the Respondent's experience matrix over the last ten (10) years. Preferably, the cumulative experience of named Key Staff will comprise at least 50% of the requested experience levels for the team.
- c. Provide resumes showing professional qualifications for Key Staff. List of two (2) relevant projects, including: Client Name and Location; Project description; Role of the individual.
- d. Submission of these names constitutes a commitment to use these individuals if the Respondent is selected, and changes may be made only with the prior written consent of the County. In the event there is a need to replace Key Team Members during the course of the project, Respondent must describe its backup personnel plan.
- e. Separately list any projects or contracts that the proposed team has worked on together in the last ten (10) years, including completion time, client list and references.

- f. Respondent must provide a narrative description of at least five (5) projects demonstrating capability and qualifications in all areas identified in the RFP and below. Each project should encompass the following:
 - i. Project owner, location, contact information, description of project work performed by various team members, major milestones, and planned cost and schedules versus actual completion cost and schedules.

6. Financial Information

- a. To facilitate the County's efforts to evaluate, verify, and understand the Respondent's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Respondent must provide accurate and legible financial disclosures to the County as requested below.
- b. If the Respondent is an individual, financial disclosures for that individual must be provided. If the Respondent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Respondent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below.
- c. The Respondent shall demonstrate its financial capability and stability by selecting and providing documentation as outlined herein:

Financial statements for the three (3) most recent consecutive fiscal years, either audited, reviewed or compiled and unaudited by a Certified Public Accountant ("CPA"), including: Profit & Loss statement commonly referred to as an Income Statement and Balance Sheet; and statement of cash flow. Links to information found on the internet are not acceptable.

C. DeKalb First Local Small Business Enterprise Ordinance

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified LSBEs may be found on the County website at:
<http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>
- b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at fbwilliams@dekalbcountyga.gov or (404) 371-6312.

D. Federal Work Authorization Program - PM and Subcontractor Evidence of Compliance.

All qualifying PMs 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 PM Affidavit, Attachment G, be completed and submitted with responder’s proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

A. Executive Summary	(5 points)
B. Technical and Management Approach	(30 points)
C. Experience and Qualification of Key Staff	(20 points)
D. Experience and Qualification on similar projects	(15 points)
E. Financial	(10 points)
F. Cost Proposal	(10 points)
G. Local Small Business Enterprise Participation	<u>(10 points)</u>
Total Points	100 points

The County reserves the right to conduct optional interviews with all responders or a short listed group of responders. The Evaluation Committee may award a maximum of ten (10) points to each interviewed responder. If the County determines that it is in its best interest to develop a short list of responders for interview, it shall be based on the following calculation:

$$\text{Highest Responder Score} - \text{Interview Points} = \text{Short Listed Score}$$

Example: 91 – 10 = 81. Any responder with a score of 81 or greater would be interviewed.

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 (6) 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 March 20, 2018.

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 17-500474 for SPLOST Program Management Services on the outside of the envelope(s) or box(es).

C. Pre-Proposal Conference and Site Visit

A mandatory pre-proposal conference will be held at **10:00 a.m.** on the **22nd day of February 2018 at Maloof Auditorium, 1300 Commerce Drive, Decatur, Ga 30030.** Interested responders must attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Cathryn Horner at (404) 371-6334 or via cghorner@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 Cathryn Horner, via email to cghorner@dekalbcountyga.gov, no later than close of business on **March 2, 2018.** 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 Cathryn Horner at (404) 371-6334 or send an email cghorner@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. Proposal Duration

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

G. Project Director/Contract Manager

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

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

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. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

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

K. Business License

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

L. Ethics Rules

Subject to the provisions of State and County law, responders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County allows a gift, meal, travel expense, ticket, or anything else of value to be purchased for a DeKalb

County employee by a PM doing business with the County, the PM must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every PM conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

M. Potential Conflicts of Interest

The Respondent certifies that to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this contract; that no employee of the Respondent, or any member thereof, or any public agency or official affected by this contract has any pecuniary interest in the contract; and that no person associated with the Respondent or his subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the contract.

Should the Respondent become aware of any circumstances which may cause a conflict of interest during the term of this contract, the Respondent shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require the Respondent to take action to remedy the conflict of interest or terminate the agreement without liability. The County shall have the right to recover any fees paid for services rendered to the Respondent which were performed while a conflict of interest existed and did not notify the County within one week of becoming aware of the existence of the conflict of interest.

N. 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, including those documents kept under the control of the PM, and the PM's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with PM's employees, agents, assigns, successors and subcontractors related to the audited records.

The PM 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 PM'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.

O. Cooperative Procurement

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

VI. AWARD OF CONTRACT

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

If interviews are conducted, firms 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.

After the award of this contract, a debriefing meeting can be requested by Proposer's to discuss the strengths and weaknesses of their proposal. Only their proposal on this particular project will be discussed. No other Proposer's proposal shall be discussed. No other projects will be discussed. No bid protests shall result from the debriefing. Please forward any debriefing requests to the Director of Purchasing and Contracting.

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

Sincerely,

Cathryn Horner

Cathryn Horner, CPPB
Procurement Manager – Team A
Department of Purchasing and Contracting

Exhibit A:	Program Summary
Attachment A:	Cost Proposal
Attachment B:	Proposal Cover Sheet
Attachment C:	PM Reference and Release Form
Attachment D:	Subcontractor Reference and Release Form
Attachment E:	DeKalb First LSBE Opportunity Tracking Form
Attachment F:	Sample County Contract
Attachment G:	Responder Affidavit
Attachment H:	First Source Jobs Ordinance Information with Exhibits 1 - 4
Attachment I:	Sample Work Authorization Form

**Exhibit A
PROGRAM SUMMARY**

	Revenues	\$388,042,978.00
	Infrastructure Group	
1A	Road Resurfacing	\$ 151,250,000.00
1B	Federal and State Transportation Project Matching Funds for Transportation Purposes	\$ 25,550,000.00
1C	Pedestrian Improvements	\$ 14,450,000.00
1D	Transportation Enhancements which include, but are not limited to, intersection upgrades, widening of narrow lanes, and improvement to roadway alignment, safety lighting, and sight distance	\$ 9,000,000.00
1E	Multi Use Trails	\$ 7,000,000.00
1F	Bridge Repairs and Improvements	\$ 7,000,000.00
1G	Sidewalks to Schools, Transit and Other Locations	\$ 4,000,000.00
1H	Traffic Signal Improvements	\$ 2,350,000.00
1I	Community Improvement District Matching Funds for Transportation Purposes	\$ 1,500,000.00
1J	Corridor Beautification	\$ 1,250,000.00
1K	Public Transportation Shelters	\$ 150,000.00
1L	Transportation Project Management	\$ 9,701,074.00
1M	Commission District Transportation Projects	\$ 7,056,673.00
		\$ 240,257,747.00

**Public Safety Facilities and Related Capital
Equipment**

2A	Replace existing fire stations(s) and construct new fire stations(s) and related capital equipment	\$ 41,151,612.00
2B	Repair fire stations and related capital equipment	\$ 3,100,000.00
2C	Upgrade Fire Radio System	\$ 1,500,000.00
2D	Purchase Fire Quick Response Units	\$ 2,000,000.00
2E	Repair and replace police precinct(s) and public safety facility(ies)	\$ 2,856,675.00
2F	Police Vehicle	\$ 5,606,300.00
2G	Repair or replace Bobby Burgess Building	\$ 27,300,000.00
2H	Planning and design for public safety training facility	\$ 1,200,000.00
		\$ 84,714,587.00

Repair of Capital Outlay Projects \$

3A	Athletic Fields	\$ 11,650,000.00
3B	Renovate athletic and recreation facilities including but not limited to roofs, shelters, and pavilions	\$ 8,400,000.00
3C	Parks, playgrounds, and recreational areas	\$ 6,900,000.00
3D	Pools and other aquatics facilities	\$ 3,950,000.00
3E	Resurfacing trails and paved areas	\$ 3,000,000.00
3F	Golf Courses	\$ 1,000,000.00
3G	Tennis Court Resurfacing	\$ 2,150,000.00
3H	Stream Bank Restoration/Drainage and Stormwater Improvement	\$ 200,000.00
		\$ 37,250,000.00

General Repairs

3I	County Courthouse Administrative Complex Including Parking	\$ 16,500,000.00
3J	General Senior Center Repairs	\$ 1,000,000.00
3K	Repair of County Owned Health Care Facilities	\$ 1,000,000.00
		\$ 1,500,000.00
3L	General Library Repairs	\$ 20,000,000.00

ATTACHMENT A

COST PROPOSAL FORM

(Page 1 of 4)

COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT IN RESPONDER’S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Responder must complete and submit in a **separate, sealed envelope** with the Responder’s name, RFP 17-500474 SPLOST Program Management Services, and “Cost Proposal” 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.

Print Name of Authorized Signer

Business Entity Street Address

Title of Authorized Signer

Business Entity City, State and Zip Code

Authorized Signature

Contact Person’s Phone Number

Name of Business Entity Submitting Bid

Contact Person’s Fax Number

Business Entity County

Contact Person’s E-Mail Address

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 Proposer's name and "Request for Proposals No.17-500474 SPLOST Program Management Services" clearly identified on the outside of the envelope. Failure to submit the Cost Proposal will deem the Proposer as Non-Responsive.**

The pricing is to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Program Management Services.

A. SPLOST PROGRAM MANAGEMENT SERVICES

All Program Management Services Year 1: \$ _____

All Program Management Services Year 2: \$ _____

All Program Management Services Year 3: \$ _____

B. SPLOST PROGRAM MANAGEMENT SERVICES RENEWAL OPTION YEARS

All Program Management Services Option Year 1: \$ _____

All Program Management Services Option Year 2: \$ _____

All Program Management Services Option Year 3: \$ _____

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 Proposer's name and "Request for Proposals No.17-500474 SPLOST Program Management Services" clearly identified on the outside of the envelope. Failure to submit the Cost Proposal will deem the Proposer as Non-Responsive.**

- I. Responder: State a FIRM HOURLY RATE in U.S. Dollars for the first calendar year of the Agreement for each category and level of competency of each job category you can provide. Requirements for each category shall be in accordance with the STATEMENT OF WORK in this RFP. All costs, direct and indirect, administrative cost, and all things necessary to provide SPLOST Program Management Services must be included in the proposed FIRM HOURLY RATE.**

Responder must enter RATE PER HOUR in the form below:

Item No.	Category	Rate Per Hour
1	Contract Compliance Specialist	\$ _____
2	Project Manager	\$ _____
3	Estimator	\$ _____
4	Onsite Inspector	\$ _____
5	Administrative Support	\$ _____
6	Safety Coordinator	\$ _____
7	Controls Manager	\$ _____
8	Program Management Coordinator	\$ _____
9	Scheduling Manager	\$ _____
10	Public Information Manager	\$ _____
11	Construction Manager	\$ _____

II. State a MAXIMUM YEARLY PERCENTAGE INCREASE in the FIRM HOURLY RATE for year two (2) thru year six (6). Maximum Yearly Percentage Increase shall be based on but not exceed the Consumer Price Index (CPI) for large urban areas in the southeast and is not to exceed four percent (4%) for each year.

Maximum Yearly Percentage Increase for Year Two (2) _____ %

Maximum Yearly Percentage Increase for Year Three (3) _____ %

Maximum Yearly Percentage Increase for Year Four (4) _____ %

Maximum Yearly Percentage Increase for Year Five (5) _____ %

Maximum Yearly Percentage Increase for Year Six (6) _____ %

ATTACHMENT B

PROPOSAL COVER SHEET

NOTE: 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 in accordance with the Request for Proposal documents.

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

Company Name		Federal Tax ID#	
Complete Primary Address	City	State	Zip Code
Mailing Address (if different)	City	State	Zip Code
Are you a DeKalb County Firm? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Contact Person Name and Title		Telephone Number (include area code)	
Email Address		Fax Number (include area code)	
Company Website Address		Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	
<p>Proposals for RFP 17-500474, SPLOST Program Management Services described herein will be received in the Purchasing & Contracting Department, Maloof Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030 until 3:00 P.M. EST, March 20, 2018.</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

PM REFERENCE AND RELEASE FORM

You must submit three (3) viable references with direct contact information who can provide verification of your experience and ability to perform the type of services listed in the solicitation. Failure to submit references with direct contact information may cause your proposal to be deemed non-responsive

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

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	Services/Materials Provided		

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	Services/Materials Provided		

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

You must submit three (3) viable references with direct contact information who can verify your experience and ability to perform the type of services as indicated by the responder or as listed in the solicitation. Failure to submit references with direct contact information may cause your proposal to be deemed non-responsive.

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

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	Services/Materials Provided		

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	Services/Materials Provided		

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT E
DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE) INFORMATION
WITH EXHIBITS A – B**

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

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

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

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

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

EXHIBIT A

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

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

PRIME BIDDER/PROPOSER _____

SOLICITATION NUMBER: 17-500474

TITLE OF UNIT OF WORK – SPLOST Program Management Services

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____ LSBE-DeKalb ____ LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	

Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Local Small Business Enterprise Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Local Small Business Enterprise Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Local Small Business Enterprise Program, Felton Williams, and Procurement Projects Manager at 404-371-6312.

EXHIBIT A, CONT'D

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

Bidder/Proposer Statement of Compliance

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

1. Non-Discrimination Policy

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

2. **Commitment**

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

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required) Date

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

Notary Public

My Commission Expires: _____

EXHIBIT B

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

Instructions:

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

To:

(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

LSBE –DeKalb **LSBE –MSA**
(Check all that apply)

RFP Number: 17-500474 _____

Project Name: SPLOST Program Management Services _____

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

Description of Materials or Services	Project/Task Assignment	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT F

AGREEMENT FOR PROFESSIONAL SERVICES DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a corporation organized and existing under the laws of the State of _____, with offices in _____, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide SPLOST Program Management Services in DeKalb County, Georgia.

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

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

The services performed under this Agreement shall be authorized by issuance of a Work Authorization Form (Attachment 7), which is attached hereto and made a part hereof. Any Work Authorization Form received by the Contractor on or before the expiration date of this Agreement shall be considered as binding on the Contractor, and the Contractor shall perform the services in accordance with the Cost Proposal submitted as the response to RFP No. 17-500474 and the requirements contained herein.

ARTICLE III. PAYMENT

Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, attached hereto and incorporated herein by reference. The not to exceed amount set forth in each Work Authorization shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization.

The actual amount of compensation paid to the Contractor shall be based upon work satisfactorily completed by the Contractor pursuant to the fully executed Work Authorization Form(s) issued by the County during the term of this Agreement but shall not exceed the Contract Price. The Contractor shall submit monthly statements to the County by the 5th day of each month for each Work Authorization not completed. Statements shall indicate the progress of the work during the previous month and the percentage of the total work accomplished to date. The County will then make partial payment, based upon the percentage of total work completed, as **determined by the County**.

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

Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia
Attention: "Chief Executive Office"
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

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

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all program management services in accordance with the County's Request for Proposals (RFP) No. 17-500474 for SPLOST Program Management Services, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

A. All Work Authorizations shall, at a minimum, contain the following information:

- a. Project Identification Number and Title
- b. Work Authorization Number
- c. Assignment Description
- d. Work Disciplines and Hourly Loaded Billing Rates for Same
- e. Sub-contractor Billing Rates Plus Consultant's Administrative Fee
- f. Direct Non-Salary Expenses
- g. Time Schedule
- h. Contract Number

B. Work Authorizations must be executed by the County and the Contractor.

C. The Contractor shall, upon receipt of the each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the Agreement.

ARTICLE V. GENERAL CONDITIONS

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

B. **Additional Work** The County shall in no way be held liable for any work performed under this

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

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

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

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

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

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

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

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting

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

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers’ Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer’s liability insurance by accident, each accident \$1,000,000
 - (2) Employer’s liability insurance by disease, policy limit \$1,000,000
 - (3) Employer’s liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor’s services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

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

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, excluding Professional E&O.

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 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.

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.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is

agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

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

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

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

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

T. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

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

If to the Contractor:

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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.

<p>AWARDEE</p> <p>By: _____ (SEAL) Signature</p> <p>_____ Name (Typed or Printed)</p> <p>_____ Title</p> <p>_____ Federal Tax I.D. Number</p> <p>_____ Date</p> <p>ATTEST:</p> <p>_____ Signature</p> <p>_____ Name (Typed or Printed)</p> <p>_____ Title</p>	<p>DEKALB COUNTY, GEORGIA</p> <p>_____ by Dir.(SEAL) MICHAEL L. THURMOND Chief Executive Officer DeKalb County, Georgia</p> <p>_____ Date</p> <p>ATTEST:</p> <p>_____ BARBARA H. SANDERS, CCC, CMC Clerk of the Chief Executive Officer and Board of Commissioners of DeKalb County, Georgia</p>
<p>APPROVED AS TO SUBSTANCE:</p> <p>_____ Department Director</p>	<p>APPROVED AS TO FORM:</p> <p>_____ County Attorney Signature</p> <p>_____ County Attorney Name (Typed or Printed)</p>

ATTACHMENT A

Contractor's Cost Proposal

ATTACHMENT B

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

SPLOST Program Management Services

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor
SPLOST Program Management Services

Name of Project
DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

**ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION**

I, _____, certify the following:

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

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

_____;

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

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

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)

ATTACHMENT G

RESPONDER AFFIDAVIT

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

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

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

Notary Public
My Commission Expires: _____

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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

WorkSource DeKalb 774 Jordan Lane, Building #4, Decatur, GA 30033 (404) 687-3400
www.worksourcedekalb.org

An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Note: We need one form completed for each position that you have available.

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE:

CONTACT FAX:

CONTACT E-MAIL ADDRESS:

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

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

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

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT DRUG MVR BACKGROUND OTHER _____

Please return form to: Business Solutions Unit (First Source)

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov

ATTACHMENT I

SAMPLE WORK AUTHORIZATION FORM

TO: (PM)

Work Authorization No.	_____
Submittal Date	_____
Date to Commence Services	_____
Date of Completion	_____

SUBJECT: Work authorization for:

Project Name:	_____
Project Number:	_____
Contract Number:	_____

You are hereby authorized to perform the project scope of work services (attached as exhibit A) in accordance with the above referenced Contract executed__.

Payment will be in accordance with the above referenced Contract, as

applicable. Total Not to Exceed Cost - \$ _____

Agreed as to scope of services, time, schedule, and cost, this__ day of _____, 20__.

DEKALB COUNTY, GEORGIA

(Contractor)

**By: _____
Director or Designee
DeKalb County, GA**

**By: _____
Awardee**