



**DEKALB COUNTY  
DEPARTMENT OF PURCHASING AND CONTRACTING**

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**February 5, 2024**

**REQUEST FOR PROPOSALS (RFP) NO. 24-500665  
PARKING MANAGEMENT SERVICES FOR DOWNTOWN DECATUR  
AREA AND CAMP ROAD AREA**

**Senior Procurement Agent:** Brenda H. Redus  
**Email:** [bredus@dekalbcountyga.gov](mailto:bredus@dekalbcountyga.gov)

**Mandatory DeKalb First LSBE Meeting:** **February 7 or February 14, 2024**  
(Bidders must attend 1 meeting on either of the dates listed.)  
Meetings are virtual and held at 10:00 a.m. and 2:00 p.m.; access at the below link:  
ZOOM Conference: Utilize the link supplied on our webpage  
<https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>

**Pre-Proposal Conference: (Optional)** **February 13, 2024 at 10:00 AM**  
Virtual Meeting: ZOOM Link below:  
<https://dekalbcountyga.zoom.us/j/88350569604>.

**Deadline for Submission of Questions:** February 15, 2024, 5:00 pm  
**Deadline for Receipt of Proposals:** March 7, 2024, 3:00 pm

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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, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

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**February 5, 2024**

**REQUEST FOR PROPOSALS (RFP) NO. 24-500665  
PARKING MANAGEMENT SERVICES FOR DOWNTOWN DECATUR  
AREA AND CAMP ROAD AREA**

DeKalb County Government (the "County") requests competitive proposals from highly qualified individuals and firms with demonstrated experience in parking management, operation, administration, and related control systems to submit proposals for creating and operating a combination revenue generating and complimentary ("free") parking system at multiple locations.

**I. INTRODUCTION AND BACKGROUND**

**A.** DeKalb County Government (the County) Department of Facilities Management is soliciting Request for Proposals (RFP) from qualified firms that will provide the resources and methodology necessary to develop, manage, implement, operate, and maintain an efficient and effective parking deck and parking management system that will generate market-responsive revenues by charging customers a reasonable parking fee.




**B.** The County owns the parking venues set forth below, each of which receive varying numbers of visitors who use the adjacent county departments, e.g., the Records Court, the County Jail, and other facilities in and around the Camp Circle and Downtown Decatur area. The number of visitors varies by facility. The County seeks to maximize the revenue generation potential that each of these venues presents while, at the same time, improving services and the overall management of parking operations.


**C.** The parking venues to which this RFP pertain are as follows:


Camp Road Area:	Site A	Camp Circle	Outdoor-paid visitor parking for County Jail
	Site B	Camp Road	Outdoor-paid the Camp Road Judicial facilities
	Site C	Camp Drive	Outdoor-paid the Camp Road Judicial
	Site D	Camp Drive	Outdoor-paid the Camp Road Judicial

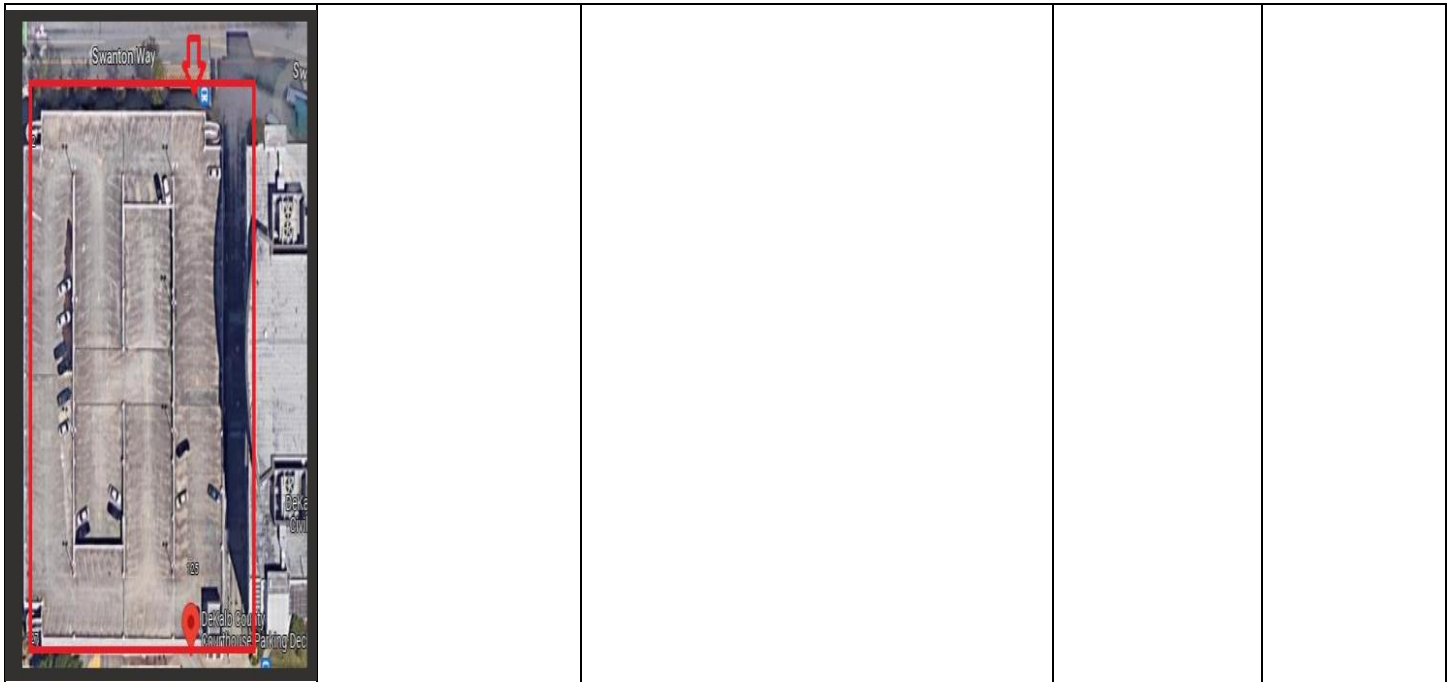
Downtown Decatur Area:

Site E	Swanton Way	Outdoor complementary employee parking
Site F	W. Trinity Pl.	Indoor paid parking, complementary employee

Site	Approx. Location	Brief Description	Approximate Number of Current Parking Spaces	Approx. Hours of Proposed Revenue Collection
<p style="text-align: center;">SITE A</p> 	<p>Camp Circle, Decatur, GA 30030</p>	<p>Outdoor-paid (\$3) visitor parking for the DeKalb County Jail (no complementary parking for county employees).</p>	<p style="text-align: center;">95</p>	<p style="text-align: center;">7:00AM - 7:00PM</p>
<p style="text-align: center;">SITE B</p> 	<p>Camp Road, Decatur, GA 30030</p>	<p>Outdoor- paid (\$3) visitor parking for the Camp Road Judicial facilities (no complementary parking for county employees but includes complementary parking for witnesses during trial hours).</p>	<p style="text-align: center;">93</p>	<p style="text-align: center;">7:00AM - 7:00PM</p>
<p style="text-align: center;">SITE C</p> 	<p>Camp Drive, Decatur, GA 30030</p>	<p>Outdoor-paid (\$3) visitor parking for Camp Road Judicial facilities (complementary parking for county employees during county business hours and for employees who work overtime during the work week and on the weekend).</p>	<p style="text-align: center;">196</p>	<p style="text-align: center;">7:00AM - 7:00PM</p>

<p style="text-align: center;"><b>SITE D</b></p> 	<p>Camp Drive, Decatur, GA</p>	<p>Outdoor- paid (\$3) visitor parking for Camp Road Judicial facilities, (no complementary</p>	<p>200</p>	<p>7:00AM - 7:00PM</p>
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<p style="text-align: center;"><b>Site</b></p>	<p style="text-align: center;"><b>Approx. Location</b></p>	<p style="text-align: center;"><b>Brief Description</b></p>	<p style="text-align: center;"><b>Approximate Number of Current Parking Spaces</b></p>	<p style="text-align: center;"><b>Approx. Hours of Proposed Revenue Collection</b></p>
	<p>30030</p>	<p>parking for county employees)</p>		
<p style="text-align: center;"><b>SITE E</b></p> 	<p>Swanton Way, Decatur, GA 30030</p>	<p>Outdoor- complementary parking for county employees during county business hours and for employees who work after regular county business hours during the work week and on the weekend.</p>	<p>68</p>	<p>5:00PM-6:30AM</p>
<p style="text-align: center;"><b>SITE F</b></p>	<p>W. Trinity Place, Decatur, GA 30030</p>	<p>Indoor- paid (\$6) visitor parking, complementary parking for county employees during county business hours and for employees who work after regular county business hours during the work week and on the weekend, complementary parking for jurors during jury selection and trial hours.</p>	<p>890</p>	<p>7:00AM - 12:00AM</p>



Photographs/drawings of the actual sites are set forth in Attachment M, attached hereto.

Throughout this RFP, whenever it is appropriate or convenient to do so, Sites A, B, C and D may collectively be referred to as the "**CAMP AREA PARKING SITES;**" Site E, as the "**SWANTON PARKING SITE;**" and Site F, as the "**TRINITY PARKING SITE.**" The Camp Area Parking Sites and the Trinity Parking Site may collectively be referred to as the "**DOWNTOWN DECATUR PARKING SITES.**" All the parking sites referenced above are collectively referred to as the "**SITE(S).**"

Responders may submit proposals in connection with all the Sites, alternatively, for the Camp Area Parking Sites, the Swanton Parking Site, and/or the Trinity Parking Site separately.

**D. Overview.** The County owns the parking venues set forth above, each of which receive varying numbers of visitors who use the adjacent county departments, e.g., the Records Court, the County Jail, and other facilities in and around the Camp Circle and Downtown Decatur area. The number of visitors varies by facility. The County seeks to maximize the revenue generation potential that each of these venues presents while, at the same time, improving services and the overall management of parking operations.

**E. Current Arrangement.** The CAMP ROAD AREA PARKING SITES are currently managed by a private vendor with a paid parking flat fee rate of \$3.00 per day. The SWANTON PARKING SITE and the TRINITY PARKING SITE are currently self-managed by the County with a paid parking flat fee rate at the TRINITY PARKING SITE of \$6.00 per day. (There are no current paid parking arrangements or equipment at the SWANTON PARKING SITE.) However, the respondent will be responsible for calculating the market price for nights and weekends. The respondent will also be responsible for an analysis of Metro Atlanta parking fees as a means of justifying a flat rate increase at the Trinity and Camp Rd area parking sites.

**F. General.** The Responder will be committed to providing a high level of leadership, knowledge, dedication, and experience that will provide innovative approaches to achieve the general parking management goals and objectives of the Parking Fund, to include, but is not limited to, maximizing revenue, account for and report to the County on a regular and consistent basis, provide a means of verifying receipts via regular audits, operate and maintain the facilities in a safe, clean and aesthetically acceptable condition, facilitate reasonable traffic flow and otherwise provide reasonably skilled customer service in connection with the management of the parking facilities. The responder will also develop a strategy for implementing smart parking sensors which reduces time that drivers spend searching for parking spaces, communicate in real time with a Parking Routing Information System to guide drivers to available parking spaces, provide a pay by plate payment method which can cut down on unauthorized vehicles from utilizing the parking areas longer than allowed; length-based parking fees can be implemented in this possibility, and implement wireless or charging docks for electric vehicles in parking spots. The key in the evaluation of all proposals will be an assessment of how well the Responder articulates the ability to complete the tasks outlined below and how well the Responder has performed in completing these tasks for other government or private entities in the recent past.

**G. Specific Tasks - Revenue Collection and Financial Reporting**

**1. Revenue Collection.** The RFP does not require a specific *type* of revenue collection method (i.e., manned lot attendants versus automated system(s)) and Responders are encouraged to submit proposals that contain their proposed system for revenue collection. A system (mechanical or manned) must be provided that enables DeKalb County employees to park free of charge at Sites C; E and F and recognizes codes provided by the County to jurors parking at Site F and to witnesses who park at Site B. The required financial arrangement will provide for a minimum monthly guaranteed payment to the County in an amount that will equal or exceed Ten Thousand Dollars (\$10,000) per month (hereinafter, the "**MINIMUM GUARANTEE**") as well as a percentage of gross receipts (hereinafter, the "**PERCENTAGE**") that are payable to the County after an agreed upon gross dollar amount or participation floor amount (hereinafter, the "**PARTICIPATION**" or "**PFA**") is collected. The Percentage and PFA amounts referenced above are variables to be included in the Cost Proposal that will be used as part of the cost analysis facet of the evaluation process in determining who the successful responder will be; the Minimum Guarantee is not variable and must be included as part of the Cost Proposal.

**2. Financial Reporting.** Accurate monthly and quarterly accountings of all revenue generated by the venues and levels of usage (vehicle counts) at each Site must be rendered and a complete set of books and records of all revenues received must be maintained and made available for the County's inspection. The County must have the right, during regular business hours to inspect, copy and audit all such records and supporting documentation. The books and records referenced herein must contain, at a minimum: (i) levels of usage (vehicle counts) and (ii) revenues received. If the responder has the ability to present additional useful information in report form, that capability should be included in the proposal. The County must also have the right to periodically request additional financial information.

**3. Specific Tasks - Security.** Reasonable efforts to provide for the general security of automobiles at each venue must be provided and the County must be notified of any dangerous situations on the premises. Such reasonable efforts may include, e.g., security cameras and other devices, coordinated patrols, monitoring, and reporting to

appropriate law and code enforcement agencies and/or a private security firm. Specific capabilities and available resources in this regard should be clearly articulated. The security and related tasks described in this section are hereinafter collectively and individually referred to as "Security Services."

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

<b>Required Documents</b>	<b>Attachment</b>
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit	G
First Source Jobs Ordinance (with Exhibits 1 – 4)	H
Exceptions to the Standard County Contract, if any	

**I.** The services shall commence within thirty (30) calendar days after acknowledgement of receipt of written notice to proceed. This is a multiyear contract (expected 5 years).

**J.** The County anticipate multiple awards for at least one (1) to three (3) awardees.



## II. STATEMENT OF WORK

Responder should demonstrate that it or its predecessors have a minimum of five (5) years' experience in successfully constructing, managing, and operating Parking Facilities of a similar type and size as referred to within this RFP.

Responder should submit, at a minimum, a synopsis regarding their experience in constructing, managing and operating similar types of municipal Parking Facilities to include the names of facilities; the length of time they have managed and operated the facilities; the types of services required in the municipal contract; the number of parking spaces within each facility and the type of parking that took place; and a reference (name, address, email address and phone number) for each facility listed.

Responder should submit a complete project description of an operation of similar size and scope. Include date contracted and years remaining on the contract, if applicable.

Responders must provide its policy on paying claims not covered by insurance, and the amount of input DeKalb County Facilities will have in processing and the final disposition of such claims. Sample plans are encouraged.

Security and Safety. The responder is responsible for providing regular security services in the form of 24-hour security monitoring systems. The responder shall partner with DeKalb County and DeKalb County Police Department in the implementation of a parking security plan which should include, but not be limited to: a minimum of a quarterly meeting with the responder, County staff, and police officers to review criminal activities, reports, and safety strategies being employed by the responder in its management of the DeKalb County system; respond to and implement all strategies that are determined by the police department as a result of its annual assessment of all parking locations covered in this RFP; track and report all instances of criminal activity in the decks and lots covered by this RFP; provide timely information to all patrons as to safety measures which can be used to encourage a safe parking experience; include questions in the responder's annual customer satisfaction survey that will assist the County in improving its Parking Facilities to assure a safe parking experience; inspect all Parking Facilities daily to observe and report instances of damage, graffiti or persons that are trespassing on these parking locations; work cooperatively with the DeKalb County Police Department to deter crime in and around all of the parking locations named in this RFP. The responder should provide the County with a copy of any Security Plans which it has implemented at other locations under its management as part of this RFP response.

### Scope of Maintenance Services.

The successful responder shall maintain the Parking Facilities, its offices in DeKalb County, county parking, condition, and repair. Should the Parking Facilities and/or the DeKalb County offices assigned to the Responder, not be properly maintained according to the standards acceptable to the County, the County reserves the right, after reasonable notice and opportunity to cure, to clean the Parking Facilities/offices assigned to the Responder and/or to perform repairs or necessary maintenance activities. The County will deduct the costs of these services from the monthly Management Fee (compensation due the responder). The scope of maintenance services is detailed more fully in the Sample Contract that is part of this RFP. The Responder should provide a detailed Maintenance Plan as part of the response to this RFP which should include but not be limited to the following list of critical care maintenance items as well as those items described in the Sample Contract that is part of this RFP. The maintenance plan submittal should include minimum cleaning standards and scheduling; Standard Operating Procedures for the accomplishment of all maintenance tasks and duties; and policies that will be in effect to assure cleanliness in all facilities named in the RFP.

**Cleaning**-The Successful responder should provide cleaning services that will include, but not be limited to, emptying trash receptacles, cleaning elevators and stairs, collecting trash within and around each parking location, cleaning cashier booths, garage and office windows, floor sweeping, removal of oil spots, cleaning garage restrooms, cleaning light fixtures and all manner of debris on a daily basis within and around each parking location described in this RFP. Cleaning should include graffiti removal within 24 hours of the reporting of this type of vandalism. Each responder must demonstrate knowledge of proper cleaning methods for all types of facility maintenance and upkeep needs in the DeKalb County system. Cleaning should include all forms of general facility maintenance/upkeep, minor equipment maintenance; minor building repairs and arranging for other maintenance needs using contractors or other County Departments to complete. Operator will address any bird mitigation concerns.

**Painting**- Successful responder will be responsible for general painting in and around the Parking Facilities named in this RFP. This includes stripping of parking spaces, painting of curbs and internal walls as needed. Such responder will be expected to provide the County with a detailed painting schedule on an annual basis which will include all painting projects and timeframes for completion. Each responder is encouraged to provide sample painting schedules from other parking locations managed by the responder.

**Preventative Maintenance**- Successful responder shall provide a detailed preventative maintenance schedule to include inspections that are made, intervals in which inspections will be made and the level to which repairs can be accomplished. Sample schedules for projects of similar size as DeKalb County are encouraged. Successful responder will be responsible for ensuring facility elevators are properly inspected, maintained and that proper certification is obtained for all elevators operating in the parking system. Successful responder will manage the fire extinguisher system in place at each parking garage which includes but is not limited to the certification of all units, replacement of units and cabinets as needed.

**Entrances**- Successful responder shall maintain, repair, and replace parking area entrance, exit and directional signage and lighting required for safety. Curb maintenance is extremely important to maintain a clean appearance at each parking location. Attendant booth located at most entrances and exits to county parking garages should be well painted, well-lit, and free of clutter at all times. All signage mounted on or in attendant booths should be professional at all times.

**Lighting**- Successful responder must clean lighting fixtures and re-lamp/re-ballast them as needed. All Parking Facilities shall be appropriately lit at all times for security purposes seven days a week and lighting will be uniformly distributed throughout the parking facility. Light bulbs of all kinds shall be replaced no later than 24 hours from the time of failure. Responder shall perform scheduled light level measurements in and around all the city facilities to determine that light levels are appropriate. Responder shall provide recommendations to the County for lighting improvements as needed. Responder will work with the County and its Police.

**Signage**- Successful responder shall clean, maintain, re-lamp and repair all existing signs in and on County Parking Facilities including parking rate signs, directional signs and other signage related to parking functions. This does not include on street parking signage which is the responsibility of the DeKalb County's Streets and Traffic Department. The responder may be required by the County to provide additional signage in the Parking Facilities from time to time at the County's expense subject to approval by the county before installation. All signage in and around the county's Parking Facilities should be professionally made and maintained at all times.

**Scrubbing/Power Washing Sweeping**- Successful responder should develop and implement a detailed annual scrubbing and sweeping schedule for each parking location in this RFP to include a specific condition assessment of each location based upon age, condition, and design of each location.

**Preventative Maintenance and Service Contract Management**- Successful responder will be required to manage certain preventative maintenance and service contracts that exist between DeKalb County and vendors that provide these services to the County for its Parking Facilities, Metering Programs and

vehicle operations as listed in this RFP.

#### Transition Plan.

Each responder must provide a detailed Transition Plan that should include a detailed description of how it would take over the operation and management of the parking garages, and surface lots from the current operator. The narrative should start at contract award and proceed through the entire transition period until the new operation is established. Time frames for each phase should be included. The plan should include details on hiring, screening and training of new employees, a detailed description of how customer and account information will be transferred, a marketing plan for transition, and, a detailed plan for educating its staff regarding operational equipment and systems that include, but are not limited to, garage elevators, mechanical/ parking control/revenue systems, fire suppression systems and fire panels, backup generators, fire extinguishers, and parking pay stations (meters) as well as all other operating systems employed in the management of the parking system.

#### Records Management.

Successful responder will be required to develop and manage a Records Management Plan for DeKalb County operation that will include establishing a master records inventory, assigning retention schedules to all files and data and maintaining a records destruction policy all to be in keeping with the County's records retention policies as established by the State of Georgia. Each responder shall provide details on its Records Management process.

#### Income and Expense Budgets.

Each responder should provide, in proposal, a two-year income and expense budget for the project in the format presented in Attachment C, which is attached to the RFP. The sample contract shall be reviewed to determine if the "computing income assumptions" are applicable.

- A. protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item, prices, and/or total proposal prices as proprietary, or trade secrets, is not acceptable and may result in rejection of the proposal.
- B. As this is an RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with any applicable Georgia Codes. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding and responders must not rely upon such interpretations, corrections, or changes. The County Purchasing Division or its designee will issue Addenda. However, each responder is solely responsible for ensuring that such responder has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.
- D. No responder shall confer on any county employee having official responsibility for a purchasing transaction, any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The County may make investigations to determine the ability of the responder to perform or supply the services and/or items as described in this RFP. The County reserves the right to reject any proposal if the responder fails to satisfy the County that it is qualified to carry out the obligations of the proposed contract.
- F. The Successful responder shall comply with all applicable County, City, State, and Federal laws, codes, provisions, and regulations. The Successful responder shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal

Immigration Reform and Control Act of 1986.

- G. Providers of any outside services shall be subject to the same conditions and requirements as the successful responder regarding law, code, or regulation compliance. The County reserves the right of approval for any subcontract work, including costs thereof.

Insurance Requirements.

- H. Awarded responder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by awarded responder, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the County may have.

**Services and/or Items Required.**

The following are the services and/or items that the successful responder will be required to provide to the County and should be addressed in each responder's proposal.

A description and/or listing of the services and/or items that the successful responder will be required to provide to the County under this RFP are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments to this RFP.

Each responder should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the County under this RFP is subject to negotiations with the successful responder, and final approval by the County.

- A. The Successful responder will be required to enter into a Contract which will be for a period of five (5) years.
- B. Budget preparation, management and operating of all credit/debit card systems deployed in the business office, in all parking garage booths, in all automated pay stations and processing manual parking tickets, issuing and processing automated parking tickets, operating a booting program, invoice processing for County defined operating expenses, parking rate and fee recommendations to DeKalb County, billing and establishment of accounts, operating a parking validation program, management of outstanding accounts receivables and the collection of accounts including skip tracing, debt set-off, third party contracting for professional collection services and legal action, court appearances, preparation and management of annual patron surveys, parking contract administration and customer data base management, initiate participation in the County's annual citizen's survey and issuing a separate annual survey of parkers, marketing and selling parking, consulting services to the County on a no fee basis, public involvement with downtown business groups and businesses and county departments, and assistance with economic development initiatives as they may arise.
- C. Daily revenues deposited to accounts on forms and by procedures that are acceptable to the County and the County's designated banking institution. Maintenance of accurate and complete books and records which will be subject to review, copying and audit by the County or its representatives and will be retained for a period of five (5) years after the contract ends.
- D. Provision of training for employees of the Successful responder to ensure a high level of professional operation and management services at each Parking Facility, main Business Offices and On-street Parking Services Program on a consistent basis.
- E. Provision of all printed hang tags, key cards, permits, manual paper parking tickets, ticket paper for automated parking tickets, daily parking tickets to patrons, boot notices, paper statements and to maintain records for properly accounting for such items.

**Environmental and Maintenance.** Clear and helpful environmental signage (e.g., "Exit," "Additional Parking," "Elevators," "Stairway," "Do Not Enter," etc.) to be used in facilitating and controlling a consistent and safe flow of vehicle and pedestrian traffic, minimizing so-called "bottlenecks" at high-traffic points in each Site and overall, improving the Site user's ability to find a parking space and enter/exit the applicable Site within a reasonable time. Any necessary equipment for parking facility management and maintenance (i.e., in addition to any equipment that would be used for revenue collection and/or admission/ticket/code collection/reading) and a specific methodology and plan for providing snow/ice removal and general maintenance services must be set forth in the proposal. The general maintenance services noted above may include, but do not have to be limited to, painting, striping, seal coating, keeping the facilities (including stairwells and elevators) clean and clear of refuse (organic and otherwise), offensive odors and obstructions (e.g., dirt and debris around drains), regular disposal of all garbage, trash and rubbish, and regular cleaning (with a disinfectant) of all stairwells, and periodic power-washing of both the interior and exterior of the site. The signage and related tasks described in this section are hereinafter collectively and individually referred to as "Environmental Services" and the maintenance and related tasks described in this section are hereinafter collectively and individually referred to as "Maintenance Services."

**Cost and Fees for Ancillary Tasks.** It is the County's intention and desire to avoid any expenditure in connection with the performance of Security, Environmental and Maintenance Services. Accordingly, as part of the Cost Proposal, if the Responder includes Security, Environmental and Maintenance services as part of its proposal, the Responder must also state the percentage amount(s) (hereinafter, the "DEDUCTION(S)"), if any, that the Responder would deduct from the Percentage payable to the County in connection with the provision of Security, Environmental and Maintenance Services.

**Personnel.** If parking attendants or other personnel are utilized, they will be well-trained, proficient in providing customer service at the highest standards and will, at all times, wear clean, pressed uniforms and clearly discernable identification badges.

**Single and Multiple Tasks Awards.** The County, in its sole discretion, will decide which tasks will be awarded and to whom. Accordingly, the County reserves the right to make multiple awards, not to award and/or to re-advertise this RFP.

## **ADDITIONAL REQUIREMENTS**

**A. Workplace Rules.** The successful Responder shall comply with all County workplace rules, as well as all other applicable rules and regulations, including but not limited to: Occupational Safety and Health Administration (OSHA) and State and County Safety and Occupational Health Standards.

**B. Responder Furnished Items.** The successful Responder shall provide all needed supplies, including but not limited to those specifically listed above in the Statement of Work.

**C. Fidelity Bond and Required Insurance Coverages.**

1. Within ten (10) days following the Notice of Award, the successful Responder will file with the County a Fidelity Bond in an amount that equals or exceeds the anticipated receipts payable to the county during each calendar year, provided that the minimum amount of the Fidelity Bond shall be One Million Dollars (\$1,000,000.00). The terms and surety of the Fidelity Bond must be approved by the County.

2. Prior to beginning work, the Responder will file with the County evidence of current General Liability Insurance in an amount that equals or exceeds One Million Dollars (\$1,000,000.00).

3. Within ten (10) days following the Notice of Award, the successful Responder will file with the County evidence of current "Garage Keepers Liability Insurance" in an amount that equals or exceeds One Million Dollars (\$1,000,000.00).

### III. PROPOSAL FORMAT

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

#### A. COST PROPOSAL

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and RFP title "**Parking Management Services for Downtown Decatur Area and Camp Road Area – RFP 24-500665**" on the outside of the envelope.
2. The sealed envelope containing the cost proposal may 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 shall 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.**

#### B. TECHNICAL PROPOSAL (NOTE: DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION.)

1. Technical Proposals must be submitted in a sealed envelope(s) or box(s) with the responder's name and "**Request for Proposals No. 24-500665 for Parking Management Services for Downtown Decatur Area and Camp Road Area**" on the outside of each envelope or box.
2. Responder shall complete Attachment B, Proposal Cover Sheet, and include this as the first page of the technical proposal.

#### 3. **Technical Approach:**

Technical Approach: Respondent provide an overview of their experience in constructing, managing and operating similar types of municipal Parking Facilities to include the names of facilities; the length of time they have managed and operated the facilities; the types of services provided; the number of parking spaces within each facility and the type of parking that took place; and reference (name, address, email address and phone number) for each facility listed.

- Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
- Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project; and
- Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.

#### 4. **Project Management:**

- a) Describe how the project will be organized and managed;
- b) Describe progress reporting procedures for the project;
- c) Include the anticipated use of subcontractors or independent contractors; and
- d) Describe the resources necessary to accomplish the purpose of the project.
- e) Provide information on the Quality assurance processes you have in place.

**5. Personnel: Minimum Qualifications:**

- a) Proposer shall provide a Project Manager and Principle-in-Charge who have a minimum of five (5) years' experience working on projects of this size and complexity.
- b) Proposer shall provide the resumes and license information for each of the key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. perform on this project.
- c) Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail address.

**6. Organizational Qualifications:**

- a) How many years has Responder operated under current company name? If the responder has operated under other names, list names and dates of use.
- b) Describe Responder's experience, capabilities and other qualifications for this contract.
- c) Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal or local government department or agency from doing business?

**7. Financial Responsibility:**

Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the statement of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).

**8. References:**

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

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

**C. DeKalb First Ordinance**

- 1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
- 2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain



responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County’s website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact our LSBE Program representatives, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov) or (404) 371-4770.

**D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance**

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

**II. CRITERIA FOR EVALUATION**

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

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

**III. 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 one (1) flash drive containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the drives); and one (1) original Cost Proposal – hard copy (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 February 29, 2024.

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 (RFP) No. 24-500665 for Parking Management Services for Downtown Decatur Area and Camp Road Area (Multiyear)" on the outside of the envelope(s) or box(es).

**C. Pre-Proposal Conference (Optional)**

A pre-proposal conference will be held on February 13, 2024 at 10:00 AM, via ZOOM Link: <https://dekalbcountyga.zoom.us/j/88350569604>. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Brenda Redus via email at [bredus@dekalbcountyga.gov](mailto:bredus@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 Brenda Redus, via email to [bredus@dekalbcountyga.gov](mailto:bredus@dekalbcountyga.gov), no later than 5:00 PM on February 15, 2024. 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 contact Brenda Redus via email [bredus@dekalbcountyga.gov](mailto:bredus@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 [WSDBusiness@dekalbcountyga.gov](mailto:WSDBusiness@dekalbcountyga.gov) 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 County business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

**L. Ethics Rules**

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

**M. Right to Audit**

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

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

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

**N. Cooperative Procurement**

The County through P&C may permit piggybacks to this contract from other County, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the County. 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.

**IV. 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.

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

Sincerely,

*Brenda Redus*

Brenda Redus, J.D., CPPO, CPPB  
Senior Procurement Agent  
Department of Purchasing and Contracting

- Attachment A: Cost Proposal
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: LSBE Subcontractor Reference and Release Form
- Attachment E: LSBE Opportunity Tracking Form (Exhibit A and B)
- Attachment F: Sample County Contract
- Attachment G: Responder Affidavit
- Attachment H: First Source Jobs Ordinance Information with Exhibits 1 - 4

**ATTACHMENT A**

**COST PROPOSAL FORM**

**PARKING MANAGEMENT SERVICES FOR DOWNTOWN DECATUR AREA AND  
CAMP ROAD AREA (MULTIYEAR)**

**Responder:** Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 24-500665, Parking Management Services for Downtown Decatur Area and Camp Road Area (Multiyear)" clearly identified on the outside of the envelope.

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

Please provide the following information:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Submitting Proposal: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Title of Contact Person

**COST PROPOSAL FORM**  
**RFP 24-500665**

**A. Revenue Collection and Financial Reporting Tasks/Services**

SITE GROUP	SITE NAME	SERVICE DETAILS	ANTICIPATED MONTHLY REVENUE	ANTICIPATED ANNUAL INCREASE, IF ANY	MINIMUM GUARANTEE	PERCENTAGE(%) OR "PARTICIPATION" PAYABLE TO COUNTY	"PFA" OR "PARTICIPATION FLOOR AMOUNT" - REVENUE AMOUNT (EXCLUDING MINIMUM GUARANTEE), ABOVE WHICH, COUNTY'S PERCENTAGE OF REVENUE IS PAYABLE.
CAMP ROAD AREA SITES	(ALL SITES)				\$10,000 PER MONTH		
DOIMITOWN DECATUR AREA SITES	TRINITY SITE				\$10,000 PER MONTH		
	SWANTON SITE						

**B. Tasks/Services Not Directly Related to Revenue Collection and Financial Reporting**

SITE GROUP	SITE NAME	LIST SERVICE DETAILS (PLEASE USE ADDITIONAL PAGES, IF NECESSARY)	CORRESPONDING "DEDUCTION" (%) AMOUNT
CAMP ROAD AREA SITES	(ALL SITES)	SECURITY	
		ENVIRONMENTAL	
		MAINTENANCE	
DOWNTOWN DECATUR AREA SITES	TRINITY SITE	SECURm'	
		ENVIRONMENTAL	
		MAINTENANCE	
	SWANTON SITE	SECURITY	
		ENVIRONMENTAL	
		MAINTENANCE	

**ATTACHMENT B  
PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	<b>County</b>	County	Zip Code
Mailing Address (if different)	County	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for <b>RFP No. 24-500665 Parking Management Services for Downtown Decatur Area and Camp Road Area (Multiyear)</b> described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <b><u>March 7, 2024 until 3:00 p.m. (EST)</u></b>. Proposals shall be marked in accordance with Section V.B.</p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C  
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation. **Note:** Additional pages may be added to insure ALL required information has been included.

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature of Proposer)

Company Name \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT D**  
**LSBE SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation. **Note:** Additional pages may be added to insure ALL required information has been included.

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Proposer)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

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

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

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

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

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

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

**EXHIBIT A**

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

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

PRIME  
BIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: **24-500665**

TITLE OF UNIT OF WORK – **Parking Management Services for Downtown Decatur Area and Camp Road Area (Multiyear)**

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 <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company’s name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all “no” answers above (by number):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program Representatives, contact our LSBE Program representatives, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov) or (404) 371-4770.

**EXHIBIT A, CONT'D**

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

**Bidder/Proposer Statement of Compliance**

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

**1. Non-Discrimination Policy**

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



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

2. **Commitment**

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

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer:

\_\_\_\_\_

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**

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

Instructions:

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

**To:** \_\_\_\_\_

**(Name of Prime Contractor Firm)**

**From:** \_\_\_\_\_

**(Name of Subcontractor Firm)**

**LSBE –DeKalb**    **LSBE –MSA**

**(Check all that apply)**

**ITB Number:** 24-500665

**Project Name:** Parking Management Services for Downtown Decatur Area and Camp Road Area  
(Multiyear)

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).

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

**Prime Contractor**

**Sub-contractor**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**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 J**

**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 2**

**NEW EMPLOYEE TRACKING FORM**

Name of Bidder \_\_\_\_\_  
Address \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

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

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

<b>Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:</b>	<b>The number you anticipate hiring:</b>	<b>Timeline</b>

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

**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**

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**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**

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 4**

**EMPLOYMENT ROSTER**  
**DeKalb County**

<b>Contract Number:</b> _____								
<b>Project Name:</b> _____								
<b>Contractor:</b> _____						<b>Date:</b> _____		
Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

# AGREEMENT FOR PROFESSIONAL SERVICES

## DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide \_\_\_\_\_ in DeKalb County, Georgia.

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

### ARTICLE I. CONTRACT TERM

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

### ARTICLE II. PAYMENT

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



Contractor's Cost Proposal, consisting of \_\_\_\_\_ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

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

DeKalb County, Georgia  
Attention: "USER DEPARTMENT"

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

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalblsbe.info](http://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](http://www.dekalblsbe.info)

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

The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the County's Request for Proposals (RFP) No. 17-500473 Standby Mechanical Engineering and Energy Support Services (Annual Contract with 2 options to renew)

, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

### **ARTICLE IV. GENERAL CONDITIONS**

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this 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, 2<sup>nd</sup> Floor**  
**1300 Commerce Drive**  
**Decatur, Georgia 30030**
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions

(including coverage of the indemnification and hold harmless agreement) contained in this Contract.

10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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 County 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, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to:

Acting Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030



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

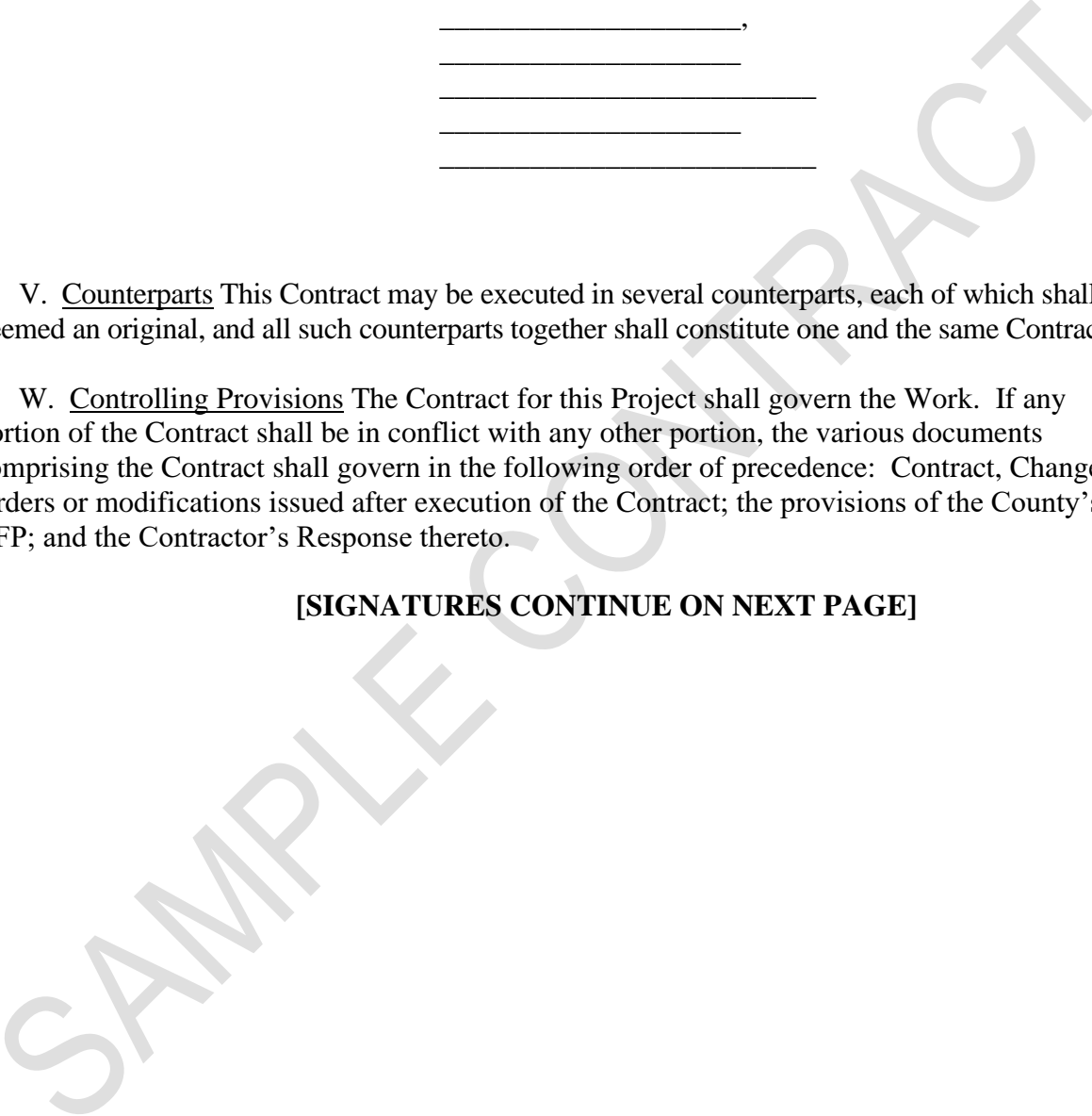
**If to the Contractor:**

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

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.

**DEKALB COUNTY, GEORGIA**

\_\_\_\_\_

By:  
(SEAL)  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

APPROVED AS TO SUBSTANCE:

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

\_\_\_\_\_ **by**

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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

**ATTACHMENT A**

**Contractor's Cost Proposal**

SAMPLE CONTRACT

**APPENDIX I**

SAMPLE CONTRACT

“Excerpts from the Contractor’s  
Response to the County’s Request  
For Proposals (RFP) No. 17-500470”

**APPENDIX II**

SAMPLE CONTRACT

**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

\_\_\_\_\_  
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 \_\_\_\_\_ (County), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

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

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT C**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
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 \_\_\_\_\_, 2018 in \_\_\_\_\_ (County), \_\_\_\_\_ (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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
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

\_\_\_\_\_  
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 \_\_\_\_\_ (County), \_\_\_\_\_ (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 \_\_\_\_\_, 2017

\_\_\_\_\_  
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](http://www.worksourcedekalb.org)  
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

SAMPLE CONTRACT

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 2**

**NEW EMPLOYEE TRACKING FORM**

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

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

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

<b>Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:</b>	<b>The number you anticipate hiring:</b>	<b>Timeline</b>

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

**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**

**FIRST SOURCE JOBS ORDINANCE INFORMATION**

**EXHIBIT 4**

**EMPLOYMENT ROSTER**

**DeKalb County**

**Contract Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

--	--	--	--	--	--	--	--	--

Required Documents Checklist Proposal Cover Sheet

SAMPLE CONTRACT