



**DeKalb County
Department of Purchasing and Contracting**

November 18, 2024

REQUEST FOR PROPOSALS (RFP) NO. 2024-100004

FOR

COMPREHENSIVE HOUSING PLAN

Procurement Agent: Yesenia Diaz
Email: ydiaz@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: Wednesday, November 20, 2024 or November 27, 2024
(Bidders must attend 1 meeting on either of the dates listed.) (Meetings are held at 10:00 a.m. and 2:00 p.m.)
For attendance instructions, utilize the following link:
<https://www.dekalbcountyga.gov/purchasing-contracting/general-information>

Mandatory Pre-Proposal Conference: Monday, November 25, 2024, at 2:00 P.M. EST via Zoom:
<https://dekalbcountyga.zoom.us/j/85704148731>

Deadline for Submission of Questions: 5:00 P.M. EST, December 4, 2024
Deadline for Receipt of Proposals: 3:00 P.M. EST, January 6, 2025 via Zoom:
<https://dekalbcountyga.zoom.us/j/2615458466?omn=87851455706>

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.

TABLE OF CONTENTS

Section	Title	Page
I.	Introduction.....	3
II.	Scope of Work	5
III.	Proposal Format	5
	A. Cost Proposal	5
	B. Technical Proposal	5
	C. DeKalb First Ordinance	7
	D. Federal Work Authorization Program.....	8
IV.	Criteria for Evaluation	8
V.	Contract Administration.....	9
	A. Standard County Contract.....	9
	B. Submittal Instructions	9
	C. Mandatory Pre-Proposal Conference	10
	D. Questions.....	10
	E. Acknowledgement of Addenda	10
	F. Proposal Duration	10
	G. Project Director/Contract Manager.....	10
	H. Expenses of Preparing Responses to this RFP.....	10
	I. Georgia Open Records Act.....	11
	J. First Source Jobs Ordinance.....	11
	K. Business License	11
	L. Ethics Rules	11
	M. Right to Audit.....	12
	N. Cooperative Agreement	12
VI.	Award of Contract.....	12
	Attachment A. Scope of Work with Exhibit I.....	14
	Attachment B. Cost Proposal.....	21
	Attachment C. Contractor Affidavit	23
	Attachment D. Sub-Contractor Affidavit.....	24
	Attachment E. Contractor Reference and Release Form	25
	Attachment F. Subcontractor Reference and Release Form	26
	Attachment G. DeKalb First LSBE Information & Exhibits.....	27
	Attachment H. First Source Jobs Ordinance Information & Exhibits	36
	Attachment I. County’s Sample Contract.	40
	Attachment J. Exceptions to the Contract (if any).....	60
	Attachment K. Proposal Cover Sheet.....	61

I. INTRODUCTION

A. Purpose:

DeKalb County Government (the County) is seeking submissions for **Request for Proposal (RFP) 2024-100004 Comprehensive Housing Plan** from qualified agencies and/or firms who can provide a Comprehensive Housing and Demographic Analysis Assessment, Dataset and Document upon which a robust Community Participation Program can be developed.

B. Background:

The DeKalb County Board of Commissioners passed a resolution to establish a Housing Assessment and Action Plan. DeKalb County is experiencing a surge in the cost of renting and owning a home, whereby the cost of purchasing a home has doubled or tripled since 2013 in almost all DeKalb communities, and average rent per square foot has risen more than fifty percent (50%) during the same period.

Since 2018, wages have lagged rent and property values. More than fifty percent (50%) of DeKalb County households who rent their home are cost burdened, meaning more than thirty percent (30%) of household income is spent on housing costs, and over twenty-five percent (25%) of DeKalb County households who rent their home are severely cost burdened meaning more than fifty percent (50%) of household income is spent on housing costs. The production of new rental housing in DeKalb County has shrunk by half since the 1990's while becoming more expensive to rent. The results of these factors and many others related to housing in DeKalb County include significant economic stress, housing insecurity, and homelessness for far too many DeKalb County households, as well as many more additional far-reaching negative impacts such as impeded educational attainment of children, barriers to wealth-building, and an increase in negative public health outcome.

DeKalb County needs a Comprehensive Housing Plan to: 1) coordinate efforts and response to these conditions; 2) leverage public/private financial investments and policy action to address a variety of housing affordability challenges; and 3) allow for equitable housing outcomes related to other economic development plans and investments, such as transit expansion, business attraction and retention, and public infrastructure improvements. The County seeks a third-party firm with substantial expertise in housing planning, housing finance and housing policy to create a DeKalb County Comprehensive Housing Plan. The plan will address the challenges related to the creation and retention of quality, safe, and affordable housing in DeKalb County and will be adopted into the County's 2050 Unified Comprehensive Plan.

C. Proposed Project Outline

The following is a proposed outline for the development of a housing plan for DeKalb County, Georgia. DeKalb County seeks to develop this Comprehensive Housing Plan in three main components:(1) a Housing Assessment; (2) a Community Participation Program; and (3) Plan Development, complete with Recommendations and Action Plan.

- 1. Housing Assessment (Potential Breakout Analysis per City in DeKalb County)**
 - a. Demographic Data – Should show population growth trends and housing unit development trends
 - i. Senior Population
 - b. Cost Analysis – Existing quantities of residents who are cost burdened (based upon median household income data)
 - c. Existing Housing Stock Analysis – Housing unit types, Housing Tenure, Ownership, & Rent.
 - i. Average Age of Stock (by Census Tract – Map)
 - ii. Vacancy percentage(s)
 - d. Home Sales Trends
 - i. Existing Structures
 - ii. New Builds
 - iii. Institutional Investor Buys
 - e. Employment
 - i. Sectors
 - ii. Census Tract AMI (potential heat map)

- 2. Community Participation Program**
 - a. Combination of In-person and Conference Call Meetings to capture the input of all communities, stakeholders, and regional partners in the development of plan recommendations and strategies.
 - i. Possible collaborations with City Partners for participation

- 3. Plan Development**
 - a. Recommendations
 - b. Action Plan (5-Year). Housing Plan should incorporate the following strategies and actions:
 - i. Using identified gap analysis in the DeKalb County market
 - ii. Increasing Housing Supply and Options
 - iii. Preservation of existing supply
 - iv. Establishing time-specific goals for production. (This should be based on different AMI ranges)
 - v. Analysis of housing development costs and identifying opportunities for reductions.
 - vi. Identifying capital resources for access and affordability
 - vii. Identifying connections with housing affordability and the public investments. Examples (not limited to):
 1. TAD's (Tax Allocation Districts)
 2. Community/Business Improvement Districts (CID's/BID's)
 3. Regional Transit Agencies
 4. Economic Development Initiatives
 5. State Government Grant and/or Credit Opportunities
 - viii. Streamlining County entitlement and permit approval processes.

D. Required Documents

The following Required Documents Checklist includes a list of attachments which are requested to be completed and returned with the Responder’s technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)*	B
Contractor Affidavit*	C
Subcontractor Affidavit (if applicable)*	D
Contractor Reference and Release Form*	E
Subcontractor Reference and Release Form* (make additional copies as needed)	F
LSBE Documents – Exhibits 1 and 2*	G
First Source Jobs Ordinance Acknowledgement Form*	H, Exhibit 1
New Employee Tracking Form	H, Exhibit 2
Exceptions to the Standard County Contract, if any	J
Proposal Cover Sheet*	K
Business License	-

*Failure to return these attachments with your proposal will render your proposal non-responsive. If a firm and/or its subcontractor is exempt from completing Attachment C or D according to O.C.G.A. §13-10-91, the firm/subcontractor must state so and provide supporting details. The firm/subcontractor must provide alternate documentation upon request if required.

The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within one (1) year, as agreed to by the successful Responder and the County.

II. SCOPE OF WORK

Contractor shall provide services as defined in Attachment A, *Scope of Work*, attached hereto and included herein by reference.

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 “**Cost Proposal for Request for Proposals No. 2024-100004 for Comprehensive Housing Plan**” on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.

3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment B, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

1. Responders should complete Attachment K, *Proposal Cover Sheet*, and include this as the first page of the technical proposal, followed by the Introduction, Technical Approach, Project Management, Organizational Qualifications, Personnel, Financial Responsibility, References, and the remaining required documents (see Section I. D. for the list of required documents). **To ensure that all requested information is captured in the proposal, Responder should use the format as provided below to respond to this RFP. The Technical Proposal shall not contain any cost information, or the proposal will be deemed non-responsive.**
2. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the Responder’s name and “**Request for Proposals No. 2024-100004 for Comprehensive Housing Plan,**” on the outside of each envelope or box.

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.

3. Introduction:

Provide general information about your company to include:

- a. Firm name and address;
- b. Former firm names, joint venture information, out of state offices, as applicable;
- c. A statement of which office shall handle the project, if multiple offices exist;
- d. A statement of whether you are a DeKalb County firm or not;
- e. A clear and concise response as to why the County should select your firm for this project;
- f. A list of any litigations, arbitrations, or mediations in which the firm has been involved in the past five (5) years involving claims for more than \$50,000 made by a County against the firm or by the firm against the County, and indicate the disposition of each claim, the name of the County, and the nature of the claim; and
- g. A statement that the proposal shall remain in effect for and not be withdrawn for one-hundred fifty (150) days after the due date to the County.

4. Technical Approach:

- a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
- b. Responders should include a detailed outreach plan that speaks to experience reaching diverse communities and identifying stakeholders. (DeKalb County will assist with this task throughout the project.)

- c. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project; and
 - d. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
5. Project Management:
 - a. Describe how the project will be organized and managed;
 - b. Describe progress reporting procedures for the project;
 - c. Include the anticipated use of subcontractors or vendors; and
 - d. Describe the resources necessary to accomplish the purpose of the project.
6. Personnel:
 - a. Identify the individuals who will be part of the project team;
 - b. Include any outside personnel, such as subcontractors; and
 - c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
7. Organizational Qualifications:
 - a. Describe Responder's experience, capabilities and other qualifications for this project;
 - b. How many years has Responder operated under current company name?
 - c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
8. Financial Responsibility: Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope 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/establishment.
9. References:
 - a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment E.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment F, Subcontractor Reference, and Release Form. Make additional copies as needed.

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

DeKalb First Local Small Business Enterprise (LSBE) Vendors may be found on the DeKalb County website.

2. **It is required that all Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply with, complete and submit all LSBE forms (Attachment G, *DeKalb First LSBE Information with Exhibits 1 and 2*) with the proposal in order to remain responsive.** Attendance can be in person, via video conference or teleconference. Please visit the following link for instructions on how to attend remotely: <https://www.dekalbcountyga.gov/purchasing-contracting/general-information>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at (404) 371-7051.

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

All qualifying Responders 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 I, *Sample County Contract*. Attachment C, *Contractor Affidavit*, should be completed and submitted with the Responder's proposal.

IV. CRITERIA FOR EVALUATION

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

- A. Cost Proposal (10 points)
- B. Technical Proposal (80 points):
 1. Technical Approach (25 points)
 2. Project Management (20 points)
 3. Personnel (10 points)
 4. Organizational Qualifications (10 points)
 5. Financial Responsibility (10 points)
 6. References (5 points)
- C. Local Small Business Enterprise Participation (10 points)
- D. Optional Interview (10 points) – bonus; The County reserves the right to conduct optional interviews with all Responders or a short-listed group of Responders. The Evaluation Committee may award a maximum of ten (10) points to each interviewed Responder. If the County determines that it is in its best interest to develop a short list of responders for

interview, it shall be based on the following calculation: Highest Responder Score – 10 points = Short-listed Score (Example: 91 – 10 = 81. Any Responder with a score of 81 or greater would be interviewed.)

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County’s standard contract document (see Attachment I), 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

1. **One (1) original Technical Proposal stamped “Original” with two (2) USB flash drives containing an identical copy of the Technical Proposal ONLY (do not include costs); and one (1) original Cost Proposal (see Section III. A. for additional instructions regarding submittal of Cost Proposal), must be submitted to the following address no later than 3:00 p.m. on January 6, 2025:**

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

2. Proposals must be clearly identified on the outside of the packaging with the Responder’s name and **“Cost Proposal for Request for Proposals No. 2024-10004 for Comprehensive Housing Plan”** on the outside of the envelope(s) or box(es).
3. It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the proposal due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response*. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

*** Special Note: While the Maloof Administration Building remains closed to the public, the security desk will accept hand-delivered proposals on behalf of the**

Department of Purchasing & Contracting. The Responder should request a proposal receipt as verification that the proposal was submitted by the prescribed due date and time.

C. Mandatory Pre-Proposal Conference

A pre-proposal conference will be held at **2:00 p.m. on November 25, 2024**, via Zoom video conferencing. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Yesenia Diaz at ydiaz@dekalbcountyga.gov.

D. Questions

All questions concerning this RFP and requests for interpretation of the Contract may be asked and answered during the pre-proposal conference; however, **oral answers are not authoritative**. Questions must be submitted to Yesenia Diaz, via email to ydiaz@dekalbcountyga.gov by **5:00 p.m. on December 4, 2024**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date may 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 email ydiaz@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 fifty (150) 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 First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

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

K. Business License

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

L. Ethics Rules

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.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

N. Cooperative Agreement

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

VI. AWARD OF CONTRACT

- A. An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.
- B. If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation

committee relevant to the firm's proposal.

- C. 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,

Yesenia Diaz
Procurement Agent
Department of Purchasing and Contracting

- Attachment A: Scope of Work
- Attachment B: Cost Proposal Form
- Attachment C: Contractor Affidavit
- Attachment D: Sub-Contractor Affidavit
- Attachment E: Contractor Reference and Release Form
- Attachment F: Subcontractor Reference and Release Form
- Attachment G: DeKalb First LSBE Information with Exhibits 1 & 2
- Attachment H: First Source Jobs Ordinance Information with Exhibits 1 - 4
- Attachment I: Sample County Contract
- Attachment J: Exceptions to the Contract (if any)
- Attachment K: Proposal Cover Sheet

ATTACHMENT A

SCOPE OF WORK (with Exhibit 1)

- I. **Project Overview:** DeKalb County Government seeks proposals from qualified agencies and/or firms who can provide a Comprehensive Housing and Demographic Analysis Assessment, Dataset and Document upon which a robust Community Participation Program can be developed.

- II. **General:** The work to be accomplished is in support of the resolution passed by the Board of Commissioners (Exhibit 1) and the following DeKalb County 2050 Unified Plan, Community Work Program Goals identified in Chapter 01 – Issues, Opportunities, & Goals:
 - A. *Housing Variety and Choice:* Focus new development and intensity in existing activity centers, near transit stations, and high-capacity corridors.
 - B. *Workforce Housing:* Encourage reinvestment or redevelopment of commercial corridors including the introduction of residential or other new uses to these areas.
 - C. *Senior and Independent Living:* Continue to protect existing, stable single-family neighborhoods, while identifying locations for appropriate infill development.
 - D. *Mixed Use Developments:* Manage height and density transitions between densely developing areas and surrounding lower density residential neighborhoods.
 - E. *Multi-Family Housing:* Encourage more diverse housing and development types to meet the changing needs of residents and communities.
 - F. *Housing Strategy:* Coordinate with Decide DeKalb to ensure economic development is informed by land use and development policies and that policies appropriately support economic development efforts.
 - G. *Fair Housing:* During the rezoning process, prevent the occurrence of discrimination in housing on the basis of: age, race, religion, gender, or national origin.
 - H. *Code Compliance:* Improve the enforcement of building codes and standards to improve housing conditions within aging multi-family housing developments.

- III. **Area covered:** All necessary services provided in this contract will support the Board of Commissioners Resolution (Exhibit 1) and the 2050 Unified Plan’s Goals and Community Work Program.

- IV. **Goal:** Comprehensive Housing Assessment and Plan which lays out a vision, goals, and strategies for addressing housing affordability and housing quality challenges. The strategies should include:
 - A. *Holistic Community Development:* Foster a diverse and inclusive community by providing a balanced mix of market rate and affordable housing. This diversity is essential for a vibrant, resilient community where people of different income levels, backgrounds, and professions can live and thrive together.
 - B. *Economic Stability and Growth:* Stimulate economic growth and support economic stability by creating housing for both market rate and low-income residents. Market rate housing attracts higher-income residents who contribute to the local economy through spending and taxes, while affordable housing supports retaining existing residents and attracting lower-income residents essential to the workforce, ensuring that businesses have

- access to the employees they need.
- C. Sustainable Development: Promote sustainable development by encouraging density and reducing urban sprawl. This leads to more efficient use of infrastructure and public services, reducing the environmental impact and improving the overall quality of life.
 - D. Preventing Displacement and Gentrification: Prevent displacement of long-term residents due to rising housing costs by ensuring affordable housing options. This is particularly important in areas experiencing rapid development and gentrification, helping to maintain DeKalb County’s cultural and social fabric.
 - E. Meeting Diverse Housing Needs: Address the diverse housing needs of the population, including young professionals, families, seniors, veterans, and low-income individuals. A comprehensive plan that includes various types of housing ensures that everyone has access to suitable and affordable housing.
 - F. Compliance with Housing Policies: Ensure compliance with federal, state, and local housing policies and regulations by including a mix of housing types. This ensures the County meets its obligations to provide fair and equitable housing opportunities.
 - G. Leveraging Funding and Resources: Access various funding opportunities by incorporating all housing types and residents. Federal, state, and local programs often provide grants and incentives for diverse housing projects, and public-private partnerships can be more effectively leveraged.
 - H. Interdepartmental & Stakeholder Coordination and Collaboration: Enhance coordination and collaboration among relevant county stakeholders and departments, including but not limited to Zoning, Land Use, Land Development, Community Development, Decide DeKalb and Municipal Development Authorities, and the County and Municipal Housing Authorities. This ensures a cohesive approach to housing development and policy implementation, streamlining processes and maximizing the effectiveness of the strategic housing plan.
 - I. Enhancing Quality of Life: Improve the overall quality of life for all residents by creating a supportive environment that includes permanent supportive housing and services. This approach addresses both housing and the underlying issues that contribute to homelessness and housing instability.
 - J. By addressing these goals, DeKalb County can foster a more diverse and inclusive, economically vibrant and sustainable community, with a mix of people from various economic backgrounds, professions, and life stages, all living together. It promotes social cohesion, economic resilience, and a vibrant local culture, where everyone has the opportunity to contribute and benefit from the community’s growth and development. This inclusivity helps build a stronger, more connected, and supportive environment for all DeKalb County residents.
- V. **Work Tasks:** The Housing Assessment and Plan will include an analysis of existing conditions that impact the DeKalb County, Georgia Housing Market. The Plan should include regulatory, policy, and capital investment recommendations designed to achieve stated goals and strategies arrived upon by completing the following tasks:
- A. Task 1(a): **Existing DeKalb County Housing Initiatives**
 - 1. Awardee will review existing documents (comprehensive/land use plans, Small area plans, Community 101s, etc.), programs, studies, initiatives and organizations that are relevant to DeKalb County’s housing market.

Relevant items includes services and sources of funding supporting housing initiatives.

2. Awardee will analyze the current services and programs, private, nonprofit, and stakeholder operators and providers in the County.
3. The Awardee will engage major county stakeholders to discuss existing efforts/plans and housing needs of the County.
4. The Awardee should provide their findings from Task 1 in a Baseline Housing Initiatives Report.

B. Task 1(b): Assessment of Demographic, Economic Data

1. Awardee will perform a model-based review of demographic, geographical and economic statistics relevant to the population and housing in DeKalb County, Georgia. This analysis will include the same itemized analysis of each city within DeKalb County, Georgia for comparison and contrast purposes. This includes, but is not limited to:
 - a. Historical and forecasted and population growth trends
 - b. Demographic Data
 - c. Employment Data
 - d. Household Data - including an examination of housing unit tenure, homelessness, the elderly, disabled, and any other sensitive population, and identifying concentrated areas of poverty with regard to developing fair housing policies

C. Task 2: Housing Inventory

1. Awardee will review the current housing stock for all housing types. The Awardee will compile data including but not limited to:
 - a. Condition of properties, including code violations
 - b. Ownership and tenancy
 - c. Building type (single family, townhomes, multi-unit and multifamily),
 - d. Resident type (market rate, affordable, workforce, veteran, supportive/permanent supportive housing, independent living, assisted living, continuing care retirement communities (CCRCs), nursing homes, etc.)
 - e. Age of units
 - f. Neighborhood character
 - g. Utility availability and access to services.
 - h. The inventory should note whether affordable units are subsidized (LIHTC/HUD/Other)

D. Task 3: Residential Market Analysis

1. Awardee will provide a market analysis report on the current residential real estate trends for all housing types including past sales prices, time on the market, and other relevant metrics.
2. Awardee must research and include information for new proposed residential units, planned developments, types of building permits issued, pending permits, and housing trends.

3. There should be an analysis of market rents and availability of rental units, including unit types and size, location, number of bedrooms and square footages.
4. Awardee shall research and include a summary of current construction costs per residential building type.
5. Awardee shall include in the Market Analysis report a summary of residential real estate trends by housing type, for 10 years of historical data and a 10-year forecast.

E. Task 4 – Community Participation Process

1. Awardee will assist the County in conducting an outreach process that promotes the involvement of all citizen and stakeholder groups in DeKalb County, Georgia. This may be a mixture of virtual meetings or workshops, surveys, and/or other innovative engagement activities. Ideally, one virtual meeting or workshop would occur in each of the County’s five (5) districts. It is anticipated that the consultant would expand upon the listed scope and proposed methodologies to accomplish the same in its proposal.
2. Project information will be uploaded to DeKalb County’s Granicus site (Engage DeKalb) and this site will function as the project website to provide comprehensive project information to the public along with project materials and meeting summaries.
3. Awardee will summarize results of the community outreach process in a Community Participation Report.

F. Task 5 – Housing Strategy and Implementation Plan

1. Based on their findings and data compiled during Tasks 1-4, Awardee will present recommendations for specific building types, resident and occupancy types, geographic locations, and other housing needs.
2. Awardee must include recommendations on how best to preserve older housing units, and prevent gentrification and deterioration.
3. Awardee will include recommendations to promote a variety of housing types for all income levels, age groups, and household sizes.
4. Awardee will include recommendations to increase housing affordability and diversity by considering employment opportunities, education, employer strategies, economic growth, and access to transportation and services.
5. Awardee will include the impact that demographic changes will have on the County’s housing inventory and provide recommendations for suitable housing to meet the community’s needs.
6. Awardee will include recommendations on identifying and leveraging sources of funding (federal, state, local, and private) for assistance for housing and other related programs in current housing initiatives.
7. Awardee must include recommendations for tools for government departments and stakeholders to improve efficiency in supporting and implementing the strategic housing plan.

8. The Implementation Plan document should include a summary of the Awardee's *Assessments*, documentation of the *Community Participation Process*, and *Recommendations* Section that includes an *Action Plan*.

Elements shall include:

- a. Housing Recommendations
- b. Funding, Resources, and Tools
- c. Overall Implementation Strategy
- d. Five-year Action Plan
- e. Evaluation Strategy (used to monitor the plan implementation)

Exhibit I

**A RESOLUTION TO ESTABLISH THE FRAMEWORK
FOR A HOUSING PLAN FOR DEKALB COUNTY**

WHEREAS, it is in the public interest of DeKalb County government to ensure economically accessible, safe and healthy housing for all of its residents; and

WHEREAS, it is in DeKalb County's economic interests to promote the preservation and production of economically accessible, safe and healthy housing throughout the county; and

WHEREAS, DeKalb County is experiencing a surge in the cost of renting and owning a home, whereby the cost of purchasing a home has doubled or tripled since 2013 in almost all DeKalb communities, and average rents per square foot have more risen more than 50% during the same period; and

WHEREAS, since 2018 the appreciation of wages has lagged behind that of rents and property values; and

WHEREAS, more than 50% of DeKalb County households who rent their home are cost burdened, meaning more than 30% of household income is spent on housing costs, and over 25% of DeKalb County households who rent their home are *severely* cost burdened meaning more than 50% of household income is spent on housing costs; and

WHEREAS, the production of new rental housing in DeKalb County has shrunk by half since the 1990's while becoming more expensive to rent; and

WHEREAS, the results of these factors and many others related to housing in DeKalb County include significant economic stress, housing insecurity, and homelessness for far too many DeKalb County households, as well as many more additional far-reaching negative impacts such as impeded educational attainment of children, barriers to wealth-building, and an increase in negative public health outcomes; and

WHEREAS, DeKalb County will benefit from a Plan which lays out a vision, goals, and a timeline for a coordinated, collaborative, and effective response to these housing affordability and housing quality challenges by utilizing all relevant Departments, existing and new financial resources, land use and zoning powers, and other policy and programmatic powers at the County's disposal; and

WHEREAS, DeKalb County will benefit from a Plan to coordinate and leverage public and private financial investments and policy actions for equitable housing outcomes related to other economic development plans and investments such as transit expansion, business attraction and retention, and public infrastructure improvements; and

WHEREAS, affordability and access challenges in housing markets vary substantially across DeKalb County, and therefore require submarket-specific, locally-informed solutions; and whereas DeKalb County will benefit from a Plan to address this variety of housing challenges; and

WHEREAS, community engagement structured on a variety of housing topics and implemented in communities across DeKalb County can gather community knowledge and inform necessary local housing affordability solutions; and

WHEREAS, funding has been allocated in a July 2024 budget amendment in the amount of \$250,000.00 for the express purpose of procuring a third-party vendor with substantial expertise in housing planning, housing finance and housing policy to create a DeKalb County Housing Plan to address these challenges and more, related to the creation and retention of quality, safe, affordable housing in DeKalb County, and for adoption into the County's Comprehensive Plan;

NOW THEREFORE BE IT RESOLVED by the Governing Authority of DeKalb County, Georgia, that the process to secure a third-party vendor(s) to produce the Housing Plan shall be initiated by November 30, 2024; and

BE IT FURTHER RESOLVED that the final edition of the DeKalb County Housing Plan shall be drafted to facilitate incorporation into the DeKalb Comprehensive Plan, and shall make recommendations on the following topics for strategies and actions that DeKalb County and its partners should pursue, including but not limited to:

- a) Utilizing a 5-year outlook as a time frame for specific actions; and
- b) Basing recommendations on a gap analysis of the DeKalb County housing market which identifies specific housing affordability needs across DeKalb County; and
- c) Increasing housing supply and housing options; and
- d) Preserving and improving existing housing supply; and
- e) Establishing time-specific goals for production and preservation of housing across the household income spectrum below 100% AMI; and
- f) Reducing the cost of developing and maintaining affordable housing; and
- g) Creating new capital resources for affordability and access to housing; and
- h) Promoting housing security and stability for residents; and
- i) Creating and fostering leadership and collaboration on housing affordability; and
- j) Connecting housing affordability with other public investments including TADs, transit, and economic development initiatives; and
- k) Streamlining County entitlement and permit approval processes and removing process barriers; and
- l) Engaging DeKalb residents and stakeholders on a variety of housing topics, for the purpose of gathering community input on housing affordability challenges and solutions.

ATTACHMENT B

COST PROPOSAL FORM

(1 of 2 pages)

COMPREHENSIVE HOUSING PLAN

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. 2024-100004 for Comprehensive Housing Plan" 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

(2 of 2 pages)

Responders shall submit a total cost inclusive of all public involvement, project management, and project deliverables, including but not limited to the following:

- 1) Labor, time, training materials (i.e. printed materials, webinars, toolkits etc.), engagement processes and all costs associated with completing public involvement;
- 2) Labor, time, consulting with County staff, Project Management. team and Stakeholder committee, and all costs associated with completing project management;
- 3) Labor, time, digital materials, and all costs associated with completing project deliverables. The Cost Proposal Form shall not be altered for risk of being deemed non-responsive.

DESIGN PHASE	COST
1. Task 1(a) – Existing DeKalb County Housing Initiatives	\$
2. Task 1(b) – Assessment of Demographic, Economic Data	\$
3. Task 2 – Housing Inventory	\$
4. Task 3 – Residential Market Analysis	\$
5. Task 4 – Community Participation Program	\$
6. Task 5 – Housing Strategy & Implementation Plan	\$
TOTAL	\$

ATTACHMENT C

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

Comprehensive Housing Plan
Name of Project

DeKalb County, Georgia
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

ATTACHMENT D

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

Comprehensive Housing Plan
Name of Project

DeKalb County, Georgia
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

ATTACHMENT E

CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signature _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT F

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signature _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT G
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS 1 – 2

**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 a Request for Proposal (RFP) 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 a Request for Proposal (RFP) 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 1”.) 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 1”. 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 1.” 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 1

**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: **RFP No. 2024-100004**

TITLE OF UNIT OF WORK – **Comprehensive Housing Plan**

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 2”.

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 1, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

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

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First 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):

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 at DeKalbFirstLSBE@dekalbcountyga.gov.

EXHIBIT 1, 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 1 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 1, 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 _____, 202__.

Notary Public

My Commission Expires: _____

EXHIBIT 2

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

RFP Number: 2024-100004

Project Name: Comprehensive Housing Plan

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

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

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT 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, (404)687-3900 or email to the WSDBusiness@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.



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

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

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

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

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.



FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please complete this form for each position that you have available.

DATE: _____ FEDERAL TAX ID: _____

COMPANY NAME: _____ WEBSITE: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT): _____

CONTACT NAME: _____ TITLE: _____

CONTACT E-MAIL ADDRESS: _____ CONTACT PHONE: _____

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

JOB DESCRIPTION: *(Please include a copy of the Job Description)*

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

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

SALARY RATE (OR RANGE): _____ SPECIFIC WORK SCHEDULE: _____

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO SELECT ALL THAT APPLY:

CREDIT CHECK DRUG MVR BACKGROUND OTHER _____

HOW TO APPLY:

Please return form to: WSDBusiness@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY	
SYSTEM	
TYPE: <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	ENTRY DATE: _____
ASSIGNED TO: _____	DATE: _____

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.

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

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.

ATTACHMENT I

COUNTY’S SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

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

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

ARTICLE I. CONTRACT TIME & TERM

The Contractor shall commence the Work under this Contract within ten (10) days from acknowledgment of receipt of a written Notice to Proceed (“Commencement Date”). Contractor shall fully complete the Work within one (1) year, beginning on the Commencement Date.

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 B, 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
Department of Finance – Accounts Payable
1300 Commerce Drive, 3rd Floor
Decatur, Georgia 30030

With a copy to:

DeKalb County, Georgia
Department of Planning & Sustainability
Attention: Brian Brewer
178 Sams Street
Decatur, GA 30030
Email: bnbrewer@dekalbcountyga.gov

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

ARTICLE III. SCOPE OF WORK

The Contractor agrees to provide all _____ services in accordance with, Attachment A, Scope of Work attached hereto and incorporated herein by reference, the County's Request for Proposals (RFP) No. 2024-100004 for Comprehensive Housing Plan, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County.

ARTICLE 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/her 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/her 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.

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 and professional liability 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 preferred. 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 Administration Building, 2nd 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 C. 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 D. 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 F.

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/her written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his/her employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him/her. 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 twenty-five percent (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. 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 WorkSource DeKalb by telephone at 404-687-3400 or in person at 774 Jordan Lane, Building 4, Decatur, GA 30033.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this

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

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

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

With a copy to: Director of the Finance Department

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 FOLLOW 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
(Sample County Contract)

SCOPE OF WORK
(To be inserted)

ATTACHMENT B
(Sample County Contract)

CONTRACTOR'S COST PROPOSAL
(To be inserted)

ATTACHMENT C
(Sample County Contract)

Contractor Affidavit under O.C.G.A. §13-10-91
(To be inserted)

ATTACHMENT D
(Sample County Contract)

Subcontractor Affidavit under O.C.G.A. § 13-10-91
(To be inserted)

ATTACHMENT E
(Sample County Contract)

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91
(To be inserted)

ATTACHMENT F
(Sample County Contract)
CERTIFICATE OF CORPORATE AUTHORITY
(To be inserted if applicable)

ATTACHMENT G
(Sample County Contract)
ARTICLES OF ORGANIZATION

(To be inserted if applicable)

ATTACHMENT H
(Sample County Contract)
CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)

I, _____, ⁽¹⁾ certify that

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract for Construction dated _____ with DeKalb County, issued pursuant to Invitation to Bid or Request for Proposal No. _____;
3. Venturer is organized and incorporated to do business under the laws of the State of _____;
4. _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and
5. Said Contract was duly signed by said officer for and in behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.
6. I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

INSTRUCTIONS:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

MAKE COPIES OF THIS FORM AND SUBMIT A SEPARATE FORM FOR EACH JOINT VENTURE PARTNER.

ATTACHMENT I
(Sample County Contract)
REQUIRED DOCUMENTS

(Sample County Contract)
APPENDIX I

(Sample County Contract)

APPENDIX II

ATTACHMENT J
EXCEPTIONS TO THE CONTRACT (IF ANY)

ATTACHMENT K

PROPOSAL COVER SHEET

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 2024-100004 for Comprehensive Housing Plan described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on January 6, 2025 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section III.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
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.			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	