



DeKalb County Department of Purchasing and Contracting

DECEMBER 11, 2023

**REQUEST FOR PROPOSALS (RFP) NO. 23-500656
FOR
STAFF AUGMENTATION FOR INFORMATION TECHNOLOGY SERVICES
(MULTI-YEAR)**

Procurement Agent: Jovan Hooper
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Mandatory DeKalb First LSBE Meeting: Wednesday December 13, 2023; or
(Proposers must attend 1 meeting on either of the dates listed.) Wednesday December 20, 2023

Zoom Video and/or Audio Conferencing:

To attend the 10:00 A.M. Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting:
<https://dekalbcountyga.zoom.us/j/157231430>

To attend the 2:00 P.M. Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting:
<https://dekalbcountyga.zoom.us/j/308537243>

Please utilize audio conferencing if you are unable to access the Zoom Meeting, dial: 1-888-270-9936
Conference code 107222

Non-Mandatory Pre-Proposal Conference: Monday December 18, 2023, at 11:00AM EST
Zoom: <https://dekalbcountyga.zoom.us/j/81296244945>
Password: 962159

Deadline for Submission of Questions: 5:00 P.M. EST, Friday January 5, 2024
Deadline for Receipt of Proposals: **3:00 P.M. EST, Wednesday January 24, 2024**

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



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

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(MULTI-YEAR)**

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified firms, who have experience in information technology and staff augmentation, to submit proposals for augmentation services intended to complement the existing workforce within the Innovation & Technology Department.

I. INTRODUCTION/ OVERVIEW

A. General Information

Staff augmentation services will be required on a flexible basis, encompassing temporary, part-time, full-time engagement (40 hours per week), or on an as-needed basis. The selected consultants will be assigned roles encompassing a spectrum of projects, including the implementation and maintenance of new application systems, ongoing support for existing systems, and participation in other technology-oriented initiatives within the Innovation and Technology domain. While the submission of consultants for all specified categories is not mandatory, it should be noted that preference will be extended to firms proposing expertise across multiple categories.

B. DeKalb County Overview

DeKalb County is situated immediately east of the City of Atlanta and encompasses within its borders a small portion of the corporate limits of Atlanta. DeKalb's population of more than 700,000 ranks fourth among Georgia's counties and is the most culturally diverse county in the state. More than 64 languages are spoken within the county's boundaries. The industrial mix includes retail and wholesale trade, health services, tourism, and communications, with both major corporations and small establishments represented. Approximately 30% of the population lives in the incorporated areas, which include Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur (County Seat), Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain, Stonecrest, Tucker, and a portion of the City of Atlanta.

C. DeKalb County Structure

DeKalb County Government is administered by a seven-member Board of Commissioners and a full-time Chief Executive Officer. The Chief Executive Officer is elected county-wide, and the seven commissioners are elected by district. All commissioners and the Chief Executive Officer serve four-year staggered terms. The Commission elects one of its members each year to serve as the Presiding Officer. The Board of Commissioners has several primary responsibilities: to adopt an annual budget and to levy a tax rate and service charge structure sufficient to balance the budget; to rule on requests to rezone property; and to adopt and amend the County Code of Ordinances.

D. DeKalb County Services

DeKalb County provides the following services to virtually all areas of the county: fire and emergency medical protection (except Decatur and Atlanta), sewage collection and treatment, water supply and distribution, refuse collection and disposal, library services, public health services, court services, and animal control service. DeKalb County provides the following services to unincorporated areas: police, highway construction and maintenance, building inspection, recreation facilities, and planning and land use services. The county government has approximately 6,500 funded full-time positions.

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

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit	G
First Source Jobs Ordinance (with Exhibits 1 – 4)	H
New Employee Tracking Form	I
Exceptions to the Standard County Contract, if any (During Submission of Questions period)	J

F. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be a multi-year contract, to be completed within Five (5) Years.

G. The intent is to make an all-award; however, the County reserves the right to make one (1) award for all three (3) categories or multiple awards; whatever is deemed in the best interest of the County.

II. SCOPE OF WORK

DeKalb County desires to partner with selected firms from which to quickly and easily acquire staff augmentation and consulting resources to support County initiatives across the entire spectrum of its information technology stack.

The goal with this procurement is to build a group of contractors who will collaborate with the County to fulfill our mission to serve our internal and external stakeholders. The County anticipates needing support from time to time to either augment our internal capabilities or accelerate County technology initiatives.

When the County requires a consultant, a request will be initiated indicating the project or task specification, job categories, the number, and duration the consultant(s) will be needed. Responders will submit resumes that include the following:

- Brief description of each candidate's experience as it relates to the requested position.
- Proposed bill rate.
- Availability to interview.
- Availability to start.

Responders will be allowed five working days to present resumes of proposed individuals from the time of the request by the County. The individuals selected must be available to begin work within fifteen working days from the date selected by the County. The County will provide a minimum of ten business days' notice when a specific engagement is to be terminated and the consultant(s) are no longer needed.

Responders are required to prescreen the candidates and evaluate the candidates for applicable technical competencies prior to submitting them to the County. Candidates proposed for any given position should be legally authorized to work in United States. Responders should certify the work authorization with each submission. Responders should also verify work history, education, and certifications to ensure accuracy. In addition to meeting the position-specific qualifications, candidates should have good technical writing ability, interpersonal skills, and communication skills, and conduct themselves in a professional manner.

The selection of consultant(s) will be determined by the availability of the proposed person and the cost (rate per hour).

The Staff Augmentation Categories are as follows:

- **A. PROJECT MANAGEMENT SUPPORT (See Below)**
- **B. APPLICATION SUPPORT (See Below)**
- **C. INFRASTRUCTURE SUPPORT (See Below)**

A. Work Requirements

1. Consultant will work a combination of on-site or off-site in a manner that will provide maximum responsiveness to DeKalb County's requirements. Normal working hours are 8:30 A.M. to 5:00 P.M., Monday through Friday, with a one-hour lunch.

2. An on-site consultant will be provided a computer. Workspace, access to a telephone for business purposes, and necessary work supplies will also be provided. The consultant is responsible for providing all necessary equipment for off-site work.
3. Consultant shall comply with all County workplace rules, as well as all other applicable rules and regulations including, but not limited to, Occupational Safety and Health Administration (OSHA) and State and County Safety and Occupational Health Standards.
4. Consultant may be required to work after hours and weekends to support County initiatives.
5. Consultant may be required to travel to various County locations for meetings.
6. Consultant will undertake measures to ensure the security and protection of County data.
7. Consultant agrees not to use the County's confidential information for any purpose except as contemplated pursuant to work agreement. Consultant must notify the County immediately in writing of any disclosure of confidential information.
8. All work performed or written under this agreement is the property of DeKalb County.
9. All consultants should undergo a background check after selection as a candidate, and **before** starting work at the County. The background should include a Local, State, and Federal criminal background check and confirm identify. A global background check is required for individuals with an international background. Specific criminal convictions, discrepancies in employment history or education, or other factors relevant to the role/project will result in disqualification.
10. Consultant should comply with all County rules and regulations pertaining to conduct in the workplace.
11. Overtime is not permitted unless approved in advance.
12. The County, at any time, shall have the option (but not the obligation) to convert consultant to full-time employee positions with no fee. The County will provide 30 days' notice to Responder.
13. DeKalb County government observes 11 holidays during each calendar year, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving and Christmas Day. Whenever a legal holiday occurs on Saturday, the previous Friday will be observed. Whenever a legal holiday occurs on Sunday, the Monday following will be observed. Consultants are not paid on County holidays.

B. Continuity

1. Responder is required to obtain written consent before making replacements or reassignment of consultants.
2. The County reserves the right to request removal and/or replacement of any consultant(s) if, in the opinion of the County, such consultant(s) do not possess the skills and experience necessary to render the services or in the event consultant(s) are not adhering to the County's policies, procedures and requirements. Consultants should be replaced, at no additional cost to the County. No replacement of a selected consultant may be made without submission of a resume of the proposed replacement and acceptance of the replacement by the County.

3. Responder will work with the County to retain incumbent consultants. The County and Responder will work together on transition plan upon contract award. The County currently has approximately twenty (20) staff augmentation consultants.
4. Responder is required to solicit feedback annually from the County on performance for assigned consultants.

A. PROJECT MANAGEMENT SUPPORT

1. Business Analyst

Elicit business requirements for project implementations and applications and work closely with IT, Project Managers, and key stakeholders to identify, analyze, and implement technology solutions for the County. Develops business cases and coordinates approval to move requests and/or initiatives to project status. Assist with design, analysis, testing (functional, system, integration, regression, API and workflow), deployment, process mapping, and process improvement throughout the entire project lifecycle. Business Analysis Certification preferred. Ability to schedule, plan, and lead requirements gathering and review meetings. Knowledge of software development life cycle and implementation, and best practices. Ability to develop, execute and maintain test plans, test scenarios, and test cases and document/track, analyze and manage test results and defects.
2. Change Management Analyst

Assess, plan, and execute change management strategies that align with project objectives and organizational goals and maximize user adoption. Collaborates with project teams to identify and document change requirements that meet the needs of different stakeholder groups. Certification in change management, project management, or related field preferred. Extensive experience conducting stakeholder analysis, impact assessments, and risk analyses to identify potential challenges and understand the impact of changes. Ability to engage stakeholders and communicate effectively throughout the change management process, adjusting as needed. Ability to evaluate the effectiveness of change management strategies and make recommendations for improvements.
3. Change Management Coordinator

Supports and coordinates change-related activities and initiatives throughout the project lifecycle. Also collaborates with project teams to ensure alignment between change management strategies and project timelines and deliverables. Assist with stakeholder engagement activities, including training, workshops, focus groups, and feedback sessions, to gather input, address concerns, and ensure stakeholder buy-in. Certification in change management, project management, or related field preferred. Strong understanding of change management principles, methodologies, and best practices to

support the implementation of change initiatives. Ability to effectively document and communicate change messages and updates to various stakeholders and adjust as needed.

4. Change Management Lead

Drives multiple change management initiatives across the organization to support the successful implementation of projects and ensure smooth transitions during periods of organizational change. Work closely with cross-functional teams, stakeholders, and senior leadership to develop and execute change management strategies, communications, and training plans. Certification in Change Management (e.g., Prosci, ACMP) preferred. Proven experience as a Change Management Lead or Change Management Consultant overseeing complex change initiatives in large organizations and driving successful outcomes. Solid understanding of change management principles, methodologies, and best practices. Excellent communication and interpersonal skills with ability to influence and engage stakeholders at all levels of the organization and develop adoption strategies that align with cross-functional change management initiatives.

5. Documentation Specialist

Create and maintain detailed documentation related to various systems, applications, and technologies used within the County. Collaborate with technical teams, subject matter experts, and end-users to gather information and produce comprehensive documentation that covers system functionalities, configurations, troubleshooting guides, and more. Ability to analyze and update documentation on an ongoing basis to ensure accuracy. Ability to translate technical jargon into user-friendly language and format.

6. Process Analyst

Analyze, evaluate, and optimize business processes. Proficiency in process mapping, data analysis (using flow charts, diagrams, and written procedures), and problem-solving will contribute to enhancing our operational efficiency, reducing costs, and driving continuous improvement. Proficiency in process modeling and documentation tools such as Microsoft Visio, Lucid chart, etc. Familiarity with process improvement methodologies and best practices to identify opportunities for streamlining and optimization. Ability to identify opportunities to leverage technology and automation to enhance process efficiency.

7. Project Coordinator

Assist project managers and teams in planning, executing, and monitoring projects. Your attention to detail, strong organizational skills, and ability to multitask will contribute to the successful completion of projects on time and within scope. Coordinate tasks, activities, and resources across project teams. Ensure tasks are assigned, tracked, and completed according to schedule. Maintain

accurate project documentation, including meeting minutes, action items, project plans, and status reports. Organize and archive project-related materials.

8. Project Manager

Lead cross-functional teams and provide project management expertise and support ranging from requirements definition, Statement of Work generation, implementation, deployment, and transition to post implementation support. Manages multiple projects/commitments and participates in the development and implementation of business solutions with internal stakeholders and functional teams. Formal project management certification preferred. Experience developing project plans, project charters, communication plans, quality management plans, risk plans, and contingency plans. Demonstrates an in-depth understanding of project-based estimating techniques, resource planning and allocation methods, Work Breakdown Structure (WBS) development and scope management. Ability to incorporate a formalized change control process; ensuring that changes are formally defined, documented, and approved.

9. Quality Assurance Analyst

Lead testing initiatives and review, evaluate, and test new or modified software programs and procedures to ensure that programs function according to user requirements and conform to establishment guidelines. Create technical documents, review software requirements documentation and work with business analysts and programmers to remove ambiguity, conflicting requirements, and bugs in the requirement documentation. Review diagrams and flow charts and provide recommendations for improvements. Ability to prepare and execute test cases and test plans, perform testing, track defects/issues and ensure internal teams are well versed in the testing requirements and approach for the project. Promote and foster a culture of quality and continuous improvement.

10. SharePoint Developer

Collaborate with cross-functional teams to understand business requirements and translate them into effective and efficient SharePoint solutions. Your expertise in SharePoint development, customization, and integration will be essential in enhancing collaboration and content management capabilities. Configure and manage SharePoint environments, including site collections, libraries, lists, permissions, and security settings, to ensure optimal performance and data integrity. Strong understanding of SharePoint integrations, both Microsoft-based and third-party, to enable seamless data flow and enhance user experience. Ability to build new landing pages, department templates/pages, newsletters, banners and videos accessible on multiple devices. Ability to use SharePoint

Framework SPx (to create website designs with OOTB, UI extension, build workflow forms, etc.), SharePoint Designer, and Power Apps/Flow.

11. Trainer

Design and develop training materials and facilitate training sessions and workshops with technical and non-technical staff on various systems, software applications, and technologies, ensuring effective knowledge transfer and user adoption. Knowledge of adult learning principles and instructional design methodologies. Familiarity with various training delivery methods, including in-person, virtual and blended learning approaches. Ability to adapt training content and approach based on the audience's needs and feedback, and technical acumen. Excellent interpersonal, presentation, verbal, and written communication skills.

B. APPLICATION SUPPORT

1. BI Developer/Analyst

Participate in enterprise initiatives including the identification of business needs and requirements, reporting, analysis, design, and development. Develop/modify reports and dashboards using business intelligence software. Extensive, hands-on experience in design, development, architecture, support and operations of BI applications, Visualization and Reporting, Data Warehousing, and Analytics. Proficient in SQL. Knowledge of data manipulation, data warehousing, and data modeling concepts.

2. Document Content Specialist

Manage and maintain our organization's documentation for various business functions; while ensuring accuracy, consistency, and accessibility. Contributes to information dissemination, knowledge sharing, and process alignment within the organization through accurate and well-structured documentation. Provide support for the full spectrum of services for document, records, imaging, and content management solution. Proficiency in Electronic Document Management System (Imaging, Workflow, etc.) including system expansion, troubleshooting, and implementation. Proficiency in organizing and maintaining document repositories using tools like document management systems.

3. GIS Developer/Specialist

Design and develop custom GIS applications and tools to address specific business needs. Utilize GIS software and programming languages to create user-friendly interfaces for spatial data analysis and visualization. Design, create, and maintain spatial databases to store and manage geographic data. Optimize database performance and ensure data integrity. Integrate GIS data and functionality with other systems and applications, such as web applications, mobile apps, and enterprise systems. Develop interactive web maps and geospatial applications

using technologies like ArcGIS Online, Leaflet, OpenLayers, or Mapbox.

4. GRC Analyst/Specialist

Assists with security and auditing of various environments within the County. Ensure integrity and protection of networks, systems, and applications by technical enforcement of organizational security policies through performance of formal risk and vulnerability assessments, policy and governance, and internal threat analysis. Assist with evaluating the design and effectiveness of cloud controls to provide feedback and identify opportunities for improvements. Strong understanding of security best practices, frameworks, regulations, implementations, and auditing. Expert level ability to identify opportunities to reduce risk, detect and remediate vulnerabilities and ensure compliance and audit readiness.

5. .Net Developer

Design, code, test, and deploy applications and solutions that drive business operations and user experiences using the Microsoft .NET framework in both On-Prem and Cloud environments. Create detailed technical design documents, participate in requirements elicitation and analysis, application architecture definition, upgrades, configuration and debugging existing systems and resolving software defects. Create high-level design artifacts and collaborate with internal teams to design software architecture, write clean and scalable code, and provide technical support throughout the software development lifecycle. Knowledge of ASP.NET framework, SQL Server and design/architectural patterns. Familiarity with architecture styles/APIs.

6. Oracle EBS Architect/Designer

Develop Oracle EBS application extensions, integrations, conversions, customizations, reports, and workflows. Participate in all phases of the product development lifecycle, starting with requirements analysis and progressing through functional design, system development, testing, and system implementation. Knowledge and experience with Oracle open interfaces and APIs. Hands on experience in Oracle Forms, Reports, OAF, and Workflow, SQL, PL/SQL, XML, Java, JSP, Java Beans, Web Services, XML, Toad, and shell scripting.

7. Oracle EBS Functional Analyst

Provide support and serve as subject matter expert in the configuration and support of Oracle modules. Participate in all phases of the product development lifecycle, starting with requirements analysis and progressing through functional design, system development, testing, and implementation. Proficient in Oracle modules: AP, AR, GL, Projects and Grants, Grants Accounting, Cash Management, Fixed Assets, Purchasing, Sourcing, Sourcing Optimization, iProcurement, iSupplier Portal, Procurement Contracts, Services Procurement, etc. Proficient in SQL. Strong conceptual and analytical skills.

8. Oracle Fusion Developer HCM/Financial
Design, build, deployment, documentation, and maintenance of interfaces/reports within the Oracle Fusion Cloud platform; Analyze, design, code, debug, test and modify report/interfaces. Proficiency in Oracle Fusion Cloud HCM/ERP systems, including knowledge of its modules, functionality, and underlying architecture. Strong experience in designing, developing, and implementing integrations between Oracle Fusion Cloud and other systems. Ability to design and develop reports and dashboards using tools like Oracle BI Publisher, OTBI, or other reporting tools within the Oracle Fusion Cloud environment. Ability to collaborate with functional and technical teams to analyze complex integration issues, troubleshoot problems, and provide effective solutions in a timely manner.
9. Oracle Fusion Financial Functional Lead
Perform tasks such as system strategy, gathering and documenting business requirements, leading fit-gap analysis, as-is and to-be business process designs, prototype demonstration, functional configuration, testing, and client user training as it relates to Oracle ERP Cloud. Organize and deliver services on a cross-section of complex projects and contribute to the development and cultivation of business and vendor relationships of varying audiences (technical and non-technical). Oracle Fusion Financials Certification preferred. Extensive Oracle Fusion Support, implementation, and upgrade experience. Proficient in Oracle HCM modules: GL, Payables, Receivables, Purchasing, Procurement, Expenses, Asset, Collections, and Cash Management, iSupplier, and Projects and Grants etc.
10. Oracle Fusion HCM Functional Lead
Perform tasks such as system strategy, gathering and documenting business requirements, leading fit-gap analysis, as-is and to-be business process designs, prototype demonstration, functional configuration, testing, and client user training as it relates to Oracle HCM Cloud. Organize and deliver services on a cross-section of complex projects and contribute to the development and cultivation of business and vendor relationships of varying audiences (technical and non-technical). Oracle Fusion Financials Certification preferred. Extensive Oracle Fusion Support, implementation, and upgrade experience. Proficient in Oracle HCM modules: Core HR, Benefits, Payroll, Recruiting, Time and Labor, Performance Management etc.
11. Oracle PL/SQL Developer
Design, develop, and implement Oracle PL/SQL code to support various applications and database systems. Write efficient and optimized SQL queries, stored procedures, functions, triggers, and packages. Work closely with cross-functional teams to integrate data from various sources into Oracle databases. Ensure data accuracy, consistency, and integrity during the integration process. Expertise in Oracle PL/SQL programming, database design, and performance optimization will contribute to the success of our projects and the overall

efficiency of our data management processes.

12. System Analyst

Analyze applications and develop system specifications and requirements using relevant tools and techniques. Collaborate with County staff, leadership, IT, Project Managers, and vendors to gather information and requirements and prepare technical documentation. Identify and analyze products that meet user, functional, and technical requirements, evaluate impact and analyze constraints and risks of solution alternatives, and perform cost/benefit analysis to support decision-making. Develops and implements training and test plans; develops test scenarios; prepares user acceptance test documentation; and collaborates with system users and other technical staff to conduct testing. Bachelor of Science in Computer Science, Information Systems, or Information Technology required. Experience as a System Analyst in an IT environment required.

13. Web Administrator

Oversee day-to-day operation and maintenance of the County's websites and web applications and perform a variety of duties in development, design, programming, testing, and implementation. Install and configure search engines, web page layouts, and HTML enhancements. Optimize server and website performance and recommend new solutions, taking into consideration aspects like security, performance, reliability, and best practices. Experience using Internet-based applications and design, authorship and maintenance of web pages, including accessibility compliance. Experience with scripting languages and content. Knowledge of Web Server Operating Systems, web protocols (HTTP, HTTPS), domains, DNS, SSL certificates, Proxy Servers, Firewall configuration, malware detection, and Web Security best practices. Experience with Lightweight Directory Access Protocol (LDAP), Active server Pages, JRun, Javascript, jQuery and WebLogic. Knowledge in Transmission Control Protocol/Internet Protocol (TCP/IP); networking fundamentals; batch processing and scripting; authentication and security; and relational database development.

14. Web Content Specialist

Support the strategic direction, creation, testing, revision, and management of creative content for County managed web sites and ensure that our online content is engaging, accurate, and aligned with our brand voice and objectives. Manage the production and implementation of web content enhancements and revise Web content and architecture based on customer input and changing technologies. Make recommendations regarding the design of content layout, templates, navigation, and other functionality. Superior proofreading and editorial skills. Excellent writing skills (grammar, spelling, and punctuation) with a focus on writing engaging content for the Web. Experience with search engine optimization techniques and digital marketing concepts and strategies.

15. Web Developer/Programmer

Installation, maintenance, development, and enhancement of web applications for the County. Provide ongoing support for existing web applications, address issues or bugs and implement updates and enhancements based on user feedback and business requirements. Assess available technologies and recommend new solutions, taking into consideration aspects like security, performance, reliability, maintainability, and best practices. Experience as a Web Developer or Programmer, with solid understanding of RESTful API principles and experience with API integration. Proficiency in front-end (HTML, CSS, JavaScript, and frameworks React, Angular, Vue.js) and back-end programming languages (Python, PHP, Ruby, Node.js) and databases (SQL, NoSQL). Strong understanding of UI/UX principles and design aesthetics.

C. INFRASTRUCTURE SUPPORT

1. Computer Technician

Perform basic to advanced computer technician related services including support for Microsoft Windows 10 & 11, Microsoft Office 365, and related technologies. The role also includes basic support of computer hardware, printers, scanners, and mobile equipment (Android and iOS devices/smartphones and tablets). Support will also include interacting with ServiceDesk Plus software for managing and accepting work order assignments.

2. Cybersecurity Lead/ Supervisor

Provides supervision of the physical and cybersecurity team and supports the CISO, ranging from requirements, policy, implementation, deployment, and transition to post-implementation support of surveillance systems. Assist the CISO with Change Control and Capacity Planning. Assist in supervising multiple projects/persons/commitments and participate in developing and implementing cybersecurity solutions with internal stakeholders and functional teams. Responsible for developing project plans and scheduling tasks associated with projects. Must be a certified Authorized Recipient Security Officer (ARSO), Local Agency Security Officer (LASO), or Terminal Agency Coordinator (TAC), as the role will require management of Non-Criminal Justice Personnel. Security+ or Certified Information Systems Auditor (CISA) preferred. Experience with formal learning management systems and documenting cybersecurity processes is preferred. Demonstrates an in-depth understanding of Endpoint Security, Perimeter Security, Email Security, and overall security and cybersecurity policies.

3. Network Technician

Perform basic to advanced network technician functions including switch, firewall, VOIP, and similar network administration related functions. Candidates must have experience and related certifications

for Juniper, Palo Alto, and Avaya. Work is performed onsite and remote at multiple county government facilities.

4. Oracle Database Administrator
Manage and maintain Oracle databases, including installation, configuration, and upgrades. Ensure databases are properly structured, normalized, and optimized for performance. Monitor and analyze database performance using tools and techniques to identify and resolve performance bottlenecks, query optimization, and resource utilization issues. Plan and execute Oracle database patches, updates, and upgrades. Coordinate with stakeholders to minimize downtime and ensure compatibility. Develop and optimize SQL and PL/SQL scripts for tasks such as data manipulation, automation, and reporting.
5. Oracle EBS Database Administrator
Manage and administer Oracle E-Business Suite databases, including installation, configuration, maintenance, and upgrades. Ensure the availability, performance, and security of the database environment. Collaborate with functional and technical teams to support Oracle E-Business Suite applications, troubleshoot issues, and provide timely resolutions to ensure uninterrupted business operations. Experience with Oracle Cloud Infrastructure (OCI) and database cloud services. In-depth understanding of Oracle E-Business Suite application. Ability to perform systems maintenance (Oracle RDMBS, Oracle Application Server, WebLogic, Oracle OAM) and Systems Administration, Systems Analysis and Performance Tuning (Oracle Database 12c/19c, WebLogic, Oracle Application Server, JVM Tuning, Application SQL and PL/SQL code tuning, etc.). Ability to perform cloning, backups, and restores. Proficient in Unix/Linux.
6. SQL Database Administrator
Administer and manage SQL Server databases, including installation, configuration, and maintenance. Ensure databases are properly structured, normalized, and optimized for performance. Monitor and analyze database performance using tools and techniques to identify bottlenecks, query performance issues, and resource utilization. Implement optimizations to enhance system responsiveness. Plan and execute SQL Server updates, patches, and upgrades. Ensure compatibility with applications and minimize downtime. Configure and maintain high availability solutions such as SQL Server, Always On Availability Groups or database mirroring. Develop and test disaster recovery plans. Experience with cloud-based database solutions (e.g., Microsoft Azure SQL Database)

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. **23-500656** for **Staff Augmentation for Information Technology Services**" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope will result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

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

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "**Request for Proposals No. 23-500656** for **Staff Augmentation for Information Technology Services**" on the outside of each envelope or box.
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. Technical Approach:
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project.
 - b. Describe in detail process for recruiting, screening, validating, and qualifying candidates in a timely manner.
 - c. Describe your process for evaluating and retaining consultants.
 - d. Describe transition plan for transitioning existing consultants.

4. Project Management:
 - a. Outline your proposed approach to organizing and managing the project.

5. Personnel:
 - a. Identify the individual(s) 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.

6. Organizational Qualifications:
 - a. Provide a comprehensive overview of your organization, highlighting your experience, capabilities, expertise, values and other qualifications for this project;
 - b. Describe your organization's mission, vision, and core values that guide your operations. Detail your organization's relevant experience and expertise in the field;
 - c. Highlight past projects, contracts, and achievements that demonstrate your capabilities.
 - d. How many years has Responder operated under current company name?
 - e. 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?

7. Financial Responsibility:
 - a. 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:** balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).

8. References:
 - a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C. Each reference shall include a contact person who has direct knowledge of the services, a current telephone number and email address. **The ineffectiveness of contact information and/or the reference's lack of responsiveness may result in a reduction in points for this category.**
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.

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

C. DeKalb First LSBE Ordinance

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, at: DekalbFirstLSBE@dekalbcountyga.gov.

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

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

IV. CRITERIA FOR EVALUATION

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

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

V. CONTRACT ADMINISTRATION

A. Standard County Contract

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

B. Submittal Instructions

One (1) original Technical Proposal stamped “ORIGINAL” and SIX (6) FLASH DRIVES, each containing an identical copy of the Technical Proposal (DO NOT include the Cost Proposal on the flash drives); 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 **Wednesday January 24, 2024.**

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

Proposals must be clearly identified on the outside of the packaging with the responder’s name and **“Request for Proposals No. 23-500656 for Staff Augmentation for Information Technology Services”** on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine the 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.

C. Non-Mandatory Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at **11:00 a.m. (EST) on the 18th day of December 2023**, via Zoom teleconference. Interested Responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Jovan Hooper at jhooper@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions, **including any exceptions to the standard County contract**, must be submitted to Jovan Hooper, via email at jhooper@dekalbcountyga.gov, no later than close of business on **Friday January 5th, 2024**. Questions, exceptions to the standard County contract and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive consideration, 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 Jovan Hooper, via email at jhooper@dekalbcountyga.gov to verify the number of addenda issued prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

F. Proposal Duration

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

G. Project Director/Contract Manager

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

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

The 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.

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

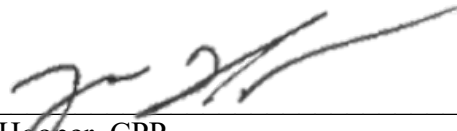
An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

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.

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,



Jovan Hooper, CPP
Senior Procurement Agent
Department of Purchasing and Contracting

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

**ATTACHMENT A
COST PROPOSAL FORM**
(consisting of 3 pages)

AUGMENTATION FOR INFORMATION TECHNOLOGY SERVICES (MULTI-YEAR)

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. 23-500656 Augmentation for Information Technology Services" clearly identified on the outside of the envelope.

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

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

**ATTACHMENT A
COST PROPOSAL FORM**

*****COST PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

A. PROJECT MANAGEMENT SUPPORT

Item No.	Category	Hourly Rate Standard (5-10 years of experience)	Hourly Rate Senior (10 – 15 years of experience)	Hourly Rate Expert (more than 15 years of experience)
1.	Business Analyst	\$	\$	\$
2.	Change Management Analyst	\$	\$	\$
3.	Change Management Coordinator	\$	\$	\$
4.	Change Management Lead	\$	\$	\$
5.	Documentation Specialist	\$	\$	\$
6.	Process Analyst	\$	\$	\$
7.	Project Coordinator	\$	\$	\$
8.	Project Manager	\$	\$	\$
9.	Quality Assurance Analyst	\$	\$	\$
10.	SharePoint Developer	\$	\$	\$
11.	Trainer	\$	\$	\$

*****COST PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

B. APPLICATION SUPPORT

Item No.	Category	Hourly Rate Standard (5-10 years of experience)	Hourly Rate Senior (10 – 15 years of experience)	Hourly Rate Expert (more than 15 years of experience)
12.	BI Developer/Analyst	\$	\$	\$
13.	Document Content Specialist	\$	\$	\$
14.	GIS Developer/Specialist	\$	\$	\$
15.	GRC Analyst/Specialist	\$	\$	\$
16.	.Net Developer	\$	\$	\$
17.	Oracle EBS Architect/Designer	\$	\$	\$
18.	Oracle EBS Functional Analyst	\$	\$	\$
19.	Oracle Fusion Developer HCM/Financial	\$	\$	\$
20.	Oracle Fusion Financial Functional Lead	\$	\$	\$
21.	Oracle Fusion HCM Functional Lead	\$	\$	\$
22.	Oracle PL/SQL Developer	\$	\$	\$
23.	System Analyst	\$	\$	\$
24.	Web Administrator	\$	\$	\$

*****COST PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

Item No.	Category	Hourly Rate Standard (5-10 years of experience)	Hourly Rate Senior (10 – 15 years of experience)	Hourly Rate Expert (more than 15 years of experience)
25.	Web Content Specialist	\$	\$	\$
26.	Web Developer/Programmer	\$	\$	\$

C. INFRASTRUCTURE SUPPORT

Item No.	Category	Hourly Rate Standard (5-10 years of experience)	Hourly Rate Senior (10 – 15 years of experience)	Hourly Rate Expert (more than 15 years of experience)
27.	Computer Technician	\$	\$	\$
28.	Cybersecurity Lead/Supervisor	\$	\$	\$
29.	Network Technician	\$	\$	\$
30.	Oracle Database Administrator	\$	\$	\$
31.	Oracle EBS Database Administrator	\$	\$	\$
32.	SQL Database Administrator	\$	\$	\$

COST PROPOSAL FORM

*****COST PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

*****NOTES TO RESPONDER*****

- A. The following assumptions must be used by the Proposer in completing this Cost Proposal Form:
1. Hourly rates will be proposed for each level of staff described in this *Attachment A – Cost Proposal*. Based on Department experience, it is anticipated the ratio of staff hours for projects should be assumed to be **Standard Level: 5 – 10 years’ experience, Senior Level: 10 – 15 years’ experience; and Expert Level: more than 15 years’ experience**, as described.
 2. Hourly rates for each staff level will be proposed. While the submission of consultants for all line items from each of the specified categories is not mandatory, it should be noted that preference will be extended to firms proposing expertise across all line items, from multiple categories. **Leaving any line items blank may result in point reduction(s) from the cost criteria.**
 3. Hourly rates are considered firm and will be used for the five (5) years of the contract for each category of consultant and the experience level of consultant you can provide. Hourly rates are considered inclusive of all costs, direct and indirect, including salaries, administrative costs; and overhead.
 4. Hour rates, and other costs submitted on these Cost Proposal Forms become a part of the final agreement. However, the County may accept projected rate increases, **no more than up to three percent (3%)**, that is consistent with and relative to rate changes originating with and compelled by market trends. Projected rate increases should be considered when preparing the Cost Proposal Form. The Contractor must fully document its request, attaching to the request, without limitation, what the market data allows, as support to the requested adjustment. The County may, at its sole discretion, approve or disapprove the requested increases, in whole or in part.
 5. The Categories described in Scope of Work should be considered.
- B. A completed Cost Proposal Form must be submitted for the five (5) years of this contract. The Cost Proposal Form consists of the hourly rates for each of the staff levels listed on the form, the Proposer’s costs based on the above assumptions, and the staff titles included in each staff level.

**ATTACHMENT B
PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for 23-500656 Staff Augmentation for Information Technology Services described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <u>Wednesday January 24, 2024</u> until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

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

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

Prime Contractor(s) deemed responsible and remains responsive to 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 an 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 A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

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

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

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

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

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

PRIME PROPOSER _____

SOLICITATION NUMBER: **23-500656**

TITLE OF UNIT OF WORK: **Augmentation for Information Technology Services**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):

____LSBE-DeKalb ____LSBE-MSA

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

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

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

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

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

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

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

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

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

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

Bidder/Proposer Statement of Compliance

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

1. Non-Discrimination Policy

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

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

2. **Commitment**

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

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 202__.

Notary Public

My Commission Expires: _____

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

Instructions:

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

To: _____
 (Name of Prime Contractor Firm)

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

RFP Number: 23-500656

Project Name: Augmentation for Information Technology Services

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

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

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT F

SAMPLE COUNTY 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 TERM

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

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ 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 Accounts Payable
1300 Commerce Drive, 3rd Floor
Decatur, Georgia 30030
accountspayable@dekalbcountyga.gov

- B. Copy(ies) of the invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: "USER DEPARTMENT"

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

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all Augmentation for Information Technology Services in accordance with the County's Request for Proposals (RFP) No. 23-500656 for Augmentation for Information Technology Services, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE V. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers’ Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer’s liability insurance by accident, each accident \$1,000,000
 - (2) Employer’s liability insurance by disease, policy limit \$1,000,000
 - (3) Employer’s liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor’s services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with

- combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:

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

5. The Contractor shall be wholly responsible for securing certificates of insurance

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

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

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

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

with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

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

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

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

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

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

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by

Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

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

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

Acting Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to:

Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

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

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

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

ATTEST:

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

APPROVED AS TO SUBSTANCE:

Department Director

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
CONTRACTOR'S COST PROPOSAL

SAMPLE

APPENDIX I

THE COUNTY'S REQUEST FOR PROPOSALS (RFP) NO. 23-500656

SAMPLE

APPENDIX II

**CONTRACTOR'S RESPONSE TO THE COUNTY'S FOR PROPOSALS
(RFP) NO. 23-500656**

SAMPLE

ATTACHMENT B

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____ (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 C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

**ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION**

I, _____, certify the following:

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

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

_____;

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

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

This the _____ day of _____, 20_____.

(CORPORATE
SEAL)

(Secretary)

ATTACHMENT G

RESPONDER AFFIDAVIT

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

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____



ATTACHMENT H

FIRST SOURCE JOBS ORDINANCE INFORMATION & EXHIBITS

CHAPTER 7: FIRST SOURCE ORDINANCE

**CHAPTER
07**



First Source

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 **(e.g. See Appendix 1)**.

Appendix – 1-Forms and Letters

- A. First Source Ordinance Fact Sheet***
(front and back of document, 2 pages total)
- B. First Source Recruitment and Monitoring Process***
- C. First Source Ordinance Municipal Code***
- D. First Source Acknowledgement Form***
- E. New Employee Tracking Form***
- F. Business Service Request Form***
- G. Employment Roster***



A. First Source Ordinance Fact Sheet

The First Source Ordinance is a public regulation that requires contractors and beneficiaries to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry (candidate database).

WSD has a First Source Registry of qualified and trained DeKalb County residents. WSD can assist you with choosing the right candidate using the First Source Registry of qualified and trained DeKalb County residents. WSD can also assist you with choosing the right candidate using the First Source Registry to meet your company’s human capital needs.

SUMMARY OF SERVICES

- Pre-screened applicants
- Advertise and administer recruitments, job fairs and more
- Market positions and recruit strong candidates
- Provide computer access to current and future employees to assist with application process and/or testing
- Provide supportive services for new hires.

WHO QUALIFIES?

- Recipients of county grants and contracts of \$50,000 or more with DeKalb County for purchase orders, construction projects, professional or consulting services.

What is the First Source Ordinance?

The First Source Ordinance is a public regulation that calls for contractors and beneficiaries of DeKalb County to hire DeKalb County residents for at least fifty (50) percent of all jobs using the First Source Registry.

Who is considered a Contractor?

An individual or entity 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, 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.

Who is considered a Beneficiary?

A beneficiary is an immediate recipient of grants or community development block funds administered by the County. The term shall only apply to those entities benefiting from such County funds or administered funds in the amount of \$50,000 or more.



What is the First Source Registry?

The First Source Registry is a candidate database, maintained by WSD, of employable persons who are residents of the County to be called upon as a source to fill jobs created or maintained as a direct or indirect result of public funding.

What are the benefits of the First Source Ordinance?

- All applicants are pre-screened to ensure that only qualified candidates are referred for interviewing;
- Assist with finding appropriate space for orientations, recruitments, job fairs, and more as needed and appropriate;
- Advertise and administer recruitment events and job fairs;
- Provide job seeker services and computer access to both current and future employees who need assistance with applications, testing, etc.;
- Access to qualified and trained applicant pool

For more information contact our office using 404.687.3400. Visit our website at www.worksourcedekalb.org.

B. First Source Recruitment and Monitoring Process

Purchasing and Contracting Responsibilities:

- 1) Procurement Agent shall notify WSD to attend all First Source applicable pre-solicitation, pre-bid/proposal, and Notice to Proceed (NTP) meetings.
- 2) Procurement Agent to submit to WSD, First Source form information provided with vendor bid and proposal submissions regarding number of anticipated jobs and titles. First Source form information to be provided during in-house award routing process for awards of \$50,000 or more.
- 3) Procurement Agent to include current First Source Ordinance requirements language and First Source form information in all applicable solicitations as well as First Source provision in each applicable contract.
- 4) Procurement Agent to provide to WSD a copy of the attendance sheet completed by those in attendance at the pre-solicitation and NTP meetings. Pre-bid/proposal meeting attendance sheets are posted and available for WSD on the Purchasing and Contracting website under the applicable project.
- 5) Upon WSD determining a vendor First Source Ordinance compliance issue, WSD shall submit a vendor performance rating form to Purchasing and Contracting indicating such



a compliance issue. Purchasing and Contracting will handle the submitted vendor performance rating form in accordance with its vendor management procedures and processes.

- 6) Purchasing and Contracting will assist WSD in their efforts to enforce the First Source Ordinance.

WorkSource DeKalb Responsibilities

- 1) Prior to attending the NTP meeting, First Source Representative will make contact with Purchasing and Contracting or Contract Compliance Officer/Contract Administrator to identify number of anticipated jobs and titles indicated in the successful proposal submitted by the contractor.
- 2) First Source Representative will outline the provisions of the ordinance and the responsibility of the contractors and WSD in administering the ordinance.
- 3) First Source Representative will exchange business cards or contact information virtually with all contractors in attendance and may schedule an on-site visit, if necessary.
- 4) First Source Representative will inquire whether the contractors have any current job openings. If yes, First Source Representative will request the Contractor to complete the First Source Business Service Request Form and submit to First Source Representative.
- 5) First Source Representative will enter the NTP meeting information and contact information from the contractor(s) into the First Source Tracking Report and Taleo Database for monthly tracking.
- 6) The “Good Faith Effort” stipulation in the Ordinance will have been addressed once contractors confirm staffing needs. Contractors with staffing needs must communicate with WSD Business Specialist to post the positions and secure candidates in order to satisfy this stipulation. If there are no staffing needs, then the requirement has been successfully satisfied.
- 7) First Source Representative will record the responses on the First Source Tracking Report, maintained by WSD to identify any staffing opportunities from the contractor(s).
- 8) Upon receipt of a Business Service Request Form from the contractors or sub-contractors, First Source Representative will query the First Source Registry to identify and advise contractor of all suitable applicants for possible interviews.
- 9) Upon the placement of applicant(s), WSD will record the number and type of positions filled by each contractor on the First Source Tracking Report.



C. First Source Ordinance Municipal Code

ARTICLE VIII. - FIRST SOURCE JOBS [11]

Sec. 2-231. - Title.

Sec. 2-232. - Purpose and intent.

Sec. 2-233. - Definitions.

Sec. 2-234. - Duties of purchasing and contracting department.

Sec. 2-235. - Duties of workforce development department.

Sec. 2-236. - First source requirements.

Sec. 2-237. - Disclaimer.

Sec. 2-231. - Title.

This article shall be known as the first source program.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-232. - Purpose and intent.

The purpose of this article is to create the first source program, which requires beneficiaries and contractors of eligible projects to use the first source job register to fill jobs created as a direct result of public funding.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, 8-23-11)

Sec. 2-233. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. ***Agreement*** means 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, or professional or consultant services.
- b. ***Beneficiary*** means the immediate recipient of grants or community development block funds administered by the county. The term shall only apply to those entities benefiting from funds in the amount of fifty thousand dollars (\$50,000.00) or more, where permissible under the terms of the grants or community development block funds.



- c. **Contractor** means an individual or entity entering into any type of agreement with the county, funded in whole or part with county funds, which specifies the contractor is to receive fifty thousand dollars (\$50,000.00) or more.
- d. **Eligible project** means any project funded in whole or in part with county funds.
- e. **First source job listing** means the listing of all available jobs that have been created by eligible projects.
- f. **First source register** means the database of employable DeKalb County residents.
- g. **Good faith effort** means the efforts undertaken by a beneficiary or contractor to fill jobs created by an eligible project with individuals from the first source register.
(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-13-11)

Sec. 2-234. - Duties of purchasing and contracting department.

In administering the first source program, the director of purchasing and contracting or designee shall have the power to:

- a) Notify any contractor or beneficiary in writing, including specific reasons, who has not complied with this article;
- b) Provide any contractor or beneficiary who has not complied with this article with a reasonable time to cure;
- c) Determine whether noncompliance amounts to a breach of contract;
- d) Provide written determinations of noncompliance to the appropriate officials, stating the specific nature of noncompliance; and
- e) Incorporate a provision regarding this article into every agreement.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-235. - Duties of workforce development department.

In administering the first source program, the workforce development department director or designee shall do the following:

- a) Manage the first source program;
- b) Create written operating procedures to effectuate the provisions of this article;
- c) Compile and maintain a database of citizens of the county that will serve as the first source register;



- d) Create and provide all necessary forms, applications, documents and papers necessary to comply with this article;
- e) Create a methodology to determine what jobs will be created by an eligible project;
- f) Compile and maintain a listing of available jobs created by eligible projects that will serve as the first source job listing;
- g) Notify the director of purchasing and contracting or designee of any contractor or beneficiary who has not complied with the requirements of this article; and
- h) Annually review and report to the chief executive officer or designee to determine the need for this article's continued implementation.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-236. - First source requirements.

- (a) The county shall require every beneficiary or contractor for every eligible project to do the following:
 - (1) Advertise each job created by an eligible project on the first source job listing;
 - (2) Make a good faith effort to fill fifty (50) percent of the jobs created by the eligible project with individuals from the first source register within one hundred twenty (120) days of executing any agreement with the county;
 - (3) Agree that each beneficiary and contractor who does not make a good faith effort to reach the fifty (50) percent goal set forth in this article may be deemed ineligible to qualify for any future project;
 - (4) Allow open inspection of payroll records; and
 - (5) Agree to work with the workforce development department to comply with the spirit of this article.

- (b) All solicitations and agreements from eligible projects shall include a provision referencing the requirements of this article.

- (c) Each contractor and beneficiary working under an eligible project shall ensure that the first source program will be binding upon each subcontractor, sub-lessee or other ultimate recipient of the county funds.



(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-237. - Disclaimer.

By enacting this article the county is assuming an undertaking only to promote the general welfare of its citizens. By this enactment, the county, its officers, agents, or its employees are not to be considered joint employers with a contractor or beneficiary. The county, its officers, agents and employees shall not be liable to any person, including but not limited to contractors, beneficiaries, and persons whose names appear on the First Source job register, who claim that the enactment, enforcement or violation of this article caused injury or loss of any kind. This article is not intended to and does not require a contractor or beneficiary to hire a particular individual who does not satisfy the minimum qualifications or other requirements of the job as set forth by the beneficiary or the contractor. This article does not give the county, its officers agents or employees any right to control or determine any of the terms or conditions of employment of a First Source register candidate hired by a beneficiary or contractor.

(Ord. No. 06-16, Pt. I, 9-12-06)



D. FIRST SOURCE ACKNOWLEDGEMENT FORM

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 WSDBusiness@dekalbcountyga.gov



ATTACHMENT I

E. NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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



F. 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	
TYPE: <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	SYSTEM ENTRY DATE:
ASSIGNED TO: _____	DATE: _____



**G. 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