

DeKalb County Department of Purchasing and Contracting

July 13, 2022

REQUEST FOR PROPOSALS (RFP) NO. 22-500623

FOR

FINANCIAL ADVISORY SERVICES

Procurement Agent: Cathryn Horner Phone: 404-371-6334

Email: cghorner@dekalbcountyga.gov

DeKalb First LSBE July 20, 2022 Mandatory

Meeting:

(Bidders must attend 1 meeting on either Zoom Video and/or Audio Conferencing: To attend

of the dates listed)

July 27, 2022

the 10:00am Mandatory Prime/LSBE Meeting via conferencing, Zoom video Join Meeting:

https://dekalbcountyga.zoom.us/j/157231430

To attend the 2:00pm 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

Deadline for Submission of Questions: 5:00 P.M. ET, July 29, 2022 3:00 P.M. ET, August 5, 2022 Deadline for Receipt of Proposals:

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

July 13, 2022

REQUEST FOR PROPOSAL (RFP) No. 22-500623

FOR

Financial Advisory Services

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience as a "municipal advisor" (hereinafter referred to as Financial Advisor or FA) as contemplated by the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and the Securities and Exchange Commission's Rule 15bA-1 (the "Municipal Advisor Rule") to submit proposals for Financial Advisory Services.

I. INTRODUCTION

DeKalb County, Georgia requests proposals from qualified firms to provide Financial Advisory Services to the DeKalb County Chief Executive Officer (CEO), and DeKalb County Board of Commissioners (hereinafter called "The County"). The County is defined as the CEO and each member of the DeKalb County Board of Commissioners who will be equally entitled to the full Financial Advisor's professional advice. The County is located in the State of Georgia and included in the Atlanta GA Metropolitan Statistical Area. The County is home to approximately 764,000 residents, making it the 4th most populous county in Georgia and the most diverse County in the state, with residents speaking over 64 spoken languages. The County has a total area of 271 square miles and encompasses nearly 10% of the City of Atlanta as well as the cities of Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stonecrest, Stone Mountain and Tucker.

DeKalb County Government is administered by a full-time Chief Executive Officer. Additionally, legislative policy is set by a seven-member Board of Commissioners. The Chief Executive Officer is elected county-wide and the Commissioners are each elected by district. The Chief Executive and the Commissioners serve four-year staggered terms. The Commissioners elect one member each year to serve as Presiding Officer. The Chief Executive Officer has the exclusive power to supervise, direct, and control the administration of County Government. The Board of Commissioners' primary responsibilities are to adopt an annual budget and to levy a tax

Board of Commissioners' primary responsibilities are 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.

The Board of Commissioners serves as the legislative branch of the DeKalb County government. The Board is comprised of seven part-time commissioners, all elected to a four-year term. DeKalb County is divided into five districts with one commissioner serving each district. There are also two "super districts," one composed of the east side of the county and the other composed of the west side, each making up about half of the County's population. Each super district is served by one commissioner. Therefore, every citizen of DeKalb County is served by two commissioners, one with the district and one with the super district.

The Department of Finance is responsible to the Chief Executive Officer regarding the fiscal status of County controlled funds and serves in an administrative and advisory capacity on related matters.

II. OVERVIEW

The County intends to enter into a three (3) year multiyear contract, with two optional one-year extensions, with a qualified entity to provide financial advisory services in connection with various financing transactions and programs and to act as the County's "municipal advisor" as contemplated by the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and the Securities and Exchange Commission's Rule 15bA-1 (the "Municipal Advisor Rule"). The Financial Advisor will be retained to assist the County in developing and implementing strategies to meet its long-term financial needs. Assignments will be made on a task order basis; that is, to serve as financial advisor to complete a particular transaction or to work on discreet projects related to debt management or other financial matters.

A. Debt Administration

Since 2014, the County's debt administration is directed by the County's Treasurer, under the leadership of the chief financial officer, in compliance with the County's debt policy.

<u>Short-term debt</u>: The County has issued tax anticipation notes (TANs) annually for most years since 2012. The County has issued TANs both through public competitive sales, with an official statement (OS) and credit ratings, as well as limited competitive offerings to sophisticated investors, without an OS and credit ratings.

Long-term debt: The County periodically issues long-term debt primarily related to the County's enterprise funds. Long-term debt consists primarily of revenue bonds, GEFA loans, WIFIA loans and leases. Future issues could include general obligation bonds, but no such bonds are planned at the time of this RFP. Current water and sewer capital improvement plans (CIPs) are expected to be funded by the renewal and extension funds, water and sewerage revenue bonds, as well as future GEFA and WIFIA loans and an unknown amount of funds expected to be received from the Infrastructure Investment and Jobs Act. Capital plans for the Sanitation Fund, Airport Fund and Stormwater Utility are currently in development.

B. Current Ratings of County Bonds as of December 31, 2021:

	Fitch Moody's	Investors Service	Standard and Poor's
General Obligation	AA/Stable	Aa3/Stable	No rating
Water and Sewer			
Prior Lien	No rating	Aa2/Stable	AA-
Second Lien	AA-/Stable	Aa3/Stable	A+
WIFIA Loans	AA/Stable	No rating	No rating

A greater understanding of the County's overall operations and financial condition may be obtained from its most recent annual audited financial statements for the year ending December 31, 2020, as well as the monthly unaudited financial reports. Financial reporting information can be found at: http://www.dekalbcountyga.gov/pdf/cafr13.pdf. The County's most recent budget can be found at: http://www.dekalbcountyga.gov/finance/pdf/2014 budget book.pdf

C. County Focus

In previous years, the County and its associated Authorities have issued general obligation bonds, tax anticipation notes, Water and Sewerage revenue bonds, Authority revenue bonds and leases. The County's primary focus from a debt perspective will be new Water and Sewage Revenue Bonds, GEFA loans and WIFIA loans to support the County's ongoing consent degree and refunding or defeasance of other bond issues and monitoring events which would require action by the County in relation to its debt. The County also intends to maximize its utilization of any grant and low-cost loan opportunities. The County may also seek ad hoc requests for the assistance of the Financial Advisor for guidance with financial planning. The principal function of the Financial Advisor will be to provide independent advice and extensive planning and financial analysis related to capital planning and debt and refunding opportunities that serves solely the interests of the County in accordance with the fiduciary duties of a municipal advisor under Dodd-Frank and the Municipal Advisor Rule.

D. 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 from proposal & in sealed	A
envelope)	
Proposal Cover Sheet	C
Contractor Reference and Release Form	D
Subcontractor Reference and Release Form (make additional copies as	Е
needed)	
Contractor Affidavit	F
LSBE Opportunity Tracking Form	Н
First Source Jobs Ordinance Information and Forms	I
Exceptions to the Standard County Contract, if any	N/A

- E. The services shall commence ten (10) calendar days after acknowledgement of receipt of written notice to proceed. The County intends to enter into a three (3) year multiyear contract with two (2) optional one-year renewals with a qualified entity to provide financial advisory services in connection with various financing transactions and programs and to act as the County's FA as described in the opening paragraph of this RFP.
- **F.** The County reserves the right to make one (1) award or multiple awards.

III. SCOPE OF SERVICES

The scope of services to be provided by the financial advisory team may include one or more of the following services for the County.

The firm selected will be expected to provide financial advisory services related to all short-term and long-term borrowings currently in existence, as well as any proposed short-term and long-term borrowings and infrastructure grants, including bonds, loans and leases which may be proposed and issued from time to time during the period covered by this contract. The advisor will also be expected to provide actionable suggestions related to the County's short-term and long-term financial plan as needed as well as advise on such topics as OPEB, pension, and similar financial topics

The following is a general list of possible transactions and types of services to be provided:

Services

- o Policy or Procedural Advice (such as state or federal legislative interpretation)
- o Market Condition or Other Research on Rates or Structures
- o Investor Relations, Publications, and Reports
- o Review/Analysis, as a requested (such as a review of information used in negotiations, fiscal/economic impact, feasibility study, economic development)
- Topical presentations (policy analysis or white paper reports), as requested, to appointed or elected officials
- Other services of a similar nature and scope

Transactions

- o General Obligation bond issues
- o Revenue Bond issues
- Refunding Bond Issues
- Special Tax/Development District Bond Issues
- Lease Revenue Bond Issues
- Lease Transactions
- Other Financing Transactions (such as economic development related financing, short-term borrowing, private placements, etc.)

A. General Services

- 1. The successful responder will provide policy guidance and procedural advice to assist and provide the County guidance in its overall approach to the subject of financing. Responder will also make recommendations on policy and procedures to follow in order to minimize risk, maximize services to citizens, and ensure prudent fiscal management.
- 2. The Contractor shall develop a financing plan delineating the purpose of the financing and its structure. The plan shall include-recommendations on the method of sale, ratings, bond sizing, insurance, etc.
- 3. Implement competitive financings, including production of preliminary and final official statements, and publication and distribution of sale documents.
- 4. Advise the County in negotiated financings including production and distribution of Requests for Qualifications (RFQs) and Requests for Proposals (RFPs), production of preliminary and final offering memorandum, advising on issue pricing, discussions with underwriters, and publication and distribution of sale documents.
- 5. Develop or assist in the development of presentations and communications to bond rating agencies.
- 6. Develop and implement investor relations program and marketing plan for any financing the County should pursue.
- 7. Provide advice and input on the timing of County debt issues, especially regarding other major state and local debt issues that may coincide or compete with County sales as well as the timing of significant market activity which may impact the success of County sales.
- 8. Monitor interest rate levels and assist and advise the County on refunding opportunities.
- 9. Assist and advise the County in the review of Federal and State legislation impacting the County's financing programs.
- 10. Assist the County on special projects relating to debt issuance and financial matters.
- 11. Assist the County on special projects related to fiscal and economic impact analysis, feasibility studies, and/or special tax structures.
- 12. Assist the County on special projects related to economic/business development.

B. General Financial Planning

- 1. Consultation, as needed, with the County and its financial staff regarding various financing options or problems.
- 2. As requested by the County, provide directly, or through third parties as agreed upon with the County: review of the County's investment portfolios with the objective of establishing overall strategies, performance goals and risk factors; consulting with County staff or external fund managers relative to the foregoing; providing general financial consulting services for banking, cash management, debt management, long-term investments, evaluation of retirement or pension systems, etc.
- 3. Quarterly review of existing debt structure and financial resources of the County to determine the desirability of refinancing existing debt.
- 4. Annual data on rating agency medians and annual list of AAA counties.
- 5. Advice on proposed and actual changes in tax laws, IRS and U.S. Treasury requirements related to tax-exempt and tax credit bonds (including direct-pay bonds such as Build America Bonds), as well as changes in the financial markets that would require action by the County.
- 6. Alert County to any events related to bond covenants, continuing disclosure, or market disruption that would warrant action by the County.
- 7. Should the County have variable rate debt in its portfolio, quarterly valuations of swaps outstanding and an annual report of the risks associated with the swaps. At this time, the County has no variable rate debt.
- 8. If required, work with County staff and bond counsel to coordinate all actions required for defeasance of any bond issue, including advice about filing material event notices.
- 9. Assist in the pricing and securing of tax anticipation notes as necessary based upon the County's cash flow needs. The County has needed and relied upon this mechanism for short-term borrowing in the recent past and the need may arise again in the future.
- 10. As requested by the County, provide research and analysis assistance in connection with economic development opportunities, special taxing districts, potential operational cost saving opportunities, public-private partnerships, special state/federal grant, loan or financing opportunities, special projects, etc.

C. Debt Issuance Related

1. Periodically evaluate financing options and advise staff as to the most beneficial method available among alternatives. Examples might include lease vs. purchase analysis or analysis related to economic development projects.

- 2. Assist County in creation of a calendar of events supportive of an issue and assist with the preparation of Official Statements for bond issues in conjunction with bond counsel and County staff.
- 3. Arrangement for the widest possible distribution of Official Statements to bond underwriters and investors.
- 4. Assist and advise on the timely marketing of bond issues, derivative products, notes, certificates of participation, etc.
- 5. Assistance in determining the best bid received on a competitive sale.
- 6. Assistance in preparations for bond closing.
- 7. Advice on terms and features of bonds and on timing and marketing of bond issues.
- 8. Assistance with the preparation of cash flow forecasts for proposed bond issues addressing debt service requirements and sources of funding.

D. Investment Related

- 1. Assistance in the selection of investment banking firms, when required.
- 2. Serve on Investment Committee in an advisory capacity, as needed, lend expertise related to financial markets and economic outlook, and provide recommendations to meet DeKalb County investment needs.
- 3. Advice on the investment of bond proceeds in accordance with applicable laws, when needed.
- 4. Assistance in compliance with arbitrage rebate requirements. Arranging for arbitrage calculations, along with the preparation of federal reports and forms; or reviewing arbitrage calculations completed by County staff or others.

E. Bonds

Bonds issued by the County will normally be sold on a competitive basis and are marketed via Notice of Sale (NOS), Preliminary Official Statement (POS), and Official Statement (OS). While the fee proposals will be evaluated under this proposal, the County may adjust the method of sale based upon market trends and the complexities of the offering.

From time-to-time, the County has used negotiated sales for refundings. The County's preference is for a competitive sale; however, if the market conditions or the nature of the issue suggest better results with a negotiated sale, the County will work with the selected financial advisor to structure such an issue.

County staff and the County's Bond and Disclosure Counsel actively participate in the preparation of the POS, NOS, and OS. Disclosure Counsel distributes documents for review, comment, and approval. DeKalb County Department of Finance will distribute documents for review, comment, and approval within DeKalb County and consolidate comments. Generally, Disclosure Counsel will handle all word processing functions related to the bond documents.

- 1. The Financial Advisor will be responsible for providing guidance to the County and legal counsel in preparation of these documents particularly recommendation about the structure.
- 2. The Financial Advisor will be responsible for reviewing and commenting on sections of the documents on which a Financial Advisor would normally be expected to comment including, but not limited to, document summaries, summaries of sections describing the Bonds/Notes and redemption and registration matters, as well as disclosures regarding the County organization and operations.
- 3. The Financial Advisor will be responsible for electronic posting and distribution of the preliminary OS, Notice of Sale and OS (POS/NOS/OS) using nationally recognized firms such as http://www.onlinemunis.com or www.i-dealprospectus.com and for the e-mailing of the documents to local firms who specially request to be included in the bidding process.
- 4. The Financial Advisor will be responsible for marketing the County's transactions to prospective investors.
- 5. The Financial Advisor will be responsible for overseeing the bidding processing that will primarily be limited to electronic delivery of the bids via the PARITY system or equivalent. However, the financial advisor shall be prepared to use alternative bidding approaches, if the circumstances require. Evaluation of the bids will take place immediately after the bid deadline and advice will be given the County's Finance Director regarding the acceptance of the winning bid.
- 6. The Financial Advisor will be responsible for evaluating existing bonds for possible refunding opportunities and determining the size and structure of the issue.
- 7. County staff and the County's Bond and Disclosure Counsel, along with the Financial Advisor will actively participate in the preparation of the POS, NOS, and OS. Disclosure Counsel distributes documents for review, comment, and approval. DeKalb County Department of Finance will distribute documents for review, comment, and approval within DeKalb County and consolidate comments. Generally, Bond and Disclosure Counsels will handle all word processing functions related to the bond documents. The Financial Advisor will be responsible for providing guidance to the County and legal counsel in preparation of these documents particularly recommendation about the structure.

F. Other

- 1. Assistance in selecting trustees, escrow agents, paying agents, and other financial intermediaries, as necessary.
- 2. Coordination of applications for future credit ratings in order to maintain the highest possible credit ratings. Preparation of applications for bond insurance as applicable, liquidity provider, line of credit, or other credit enhancement devices, as needed. Analysis of savings which will result from the use of recommended credit enhancement devices.
- 3. Attendance at County Commission meetings or Authority meetings with County staff, as requested.
- 4. Assistance in and representation of the County in audit preparations, IRS examinations, SEC investigations, court proceedings, or other legal or regulatory matters.
- 5. Develop and deliver informational presentations for the Board of Commissioners as requested including detailed analysis of the given subject and recommended actions as appropriate.
- 6. The Financial Advisor will be responsible for providing guidance to the County and legal counsel in preparation of these documents particularly recommendation about the structure.
- 7. The Financial Advisor will be responsible for providing language for selections of the documents which a Financial Advisor would normally be expected to generate including, but not limited to, document summaries, summaries of sections describing the Bonds/Notes and redemption and registration matters.
- 8. Provide a written and oral report on the financial results of the County (budget vs actual) by major fund (tax funds, water and sewer, sanitation) and changes in fund balance on a quarterly basis.
- 9. Provide a written and oral annual report to review the year end audit and in particular how the results relate to the County's credit ratings upon request.
- 10. The firm selected will provide all services listed in the Scope of Services to any member of the County and will provide all members of the County the same advice and information, notwithstanding the decisions or pronouncements of any member of the County.

IV. FIRM QUALIFICATIONS

DeKalb County expects to work closely with its advisor to ensure that the tasks outlined in the scope of services section are completed in a timely, efficient and accurate manner. Accordingly,

DeKalb County expects that its advisor will be constantly up to date with applicable financial analysis and reporting standards and will maintain appropriate expertise at the proposer's own expense. The following qualifications must be met in order to submit a proposal to DeKalb County for this assignment.

- A. Proposers must be currently registered with both the Security and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor and provide in their proposal a Certificate of Current Municipal Advisor Registration from the MSRB rules G-37 and G-38. Proposers must disclose their current ownership structure, including beneficial owner, and other affiliated regulated business, as well as any individual who may have securities licenses or Municipal Advisor registrations held with other entities. For purposes of this RFP, officials of the issuer include the elected officials who serve on the Board of Commissioners of DeKalb County or on the boards of any of the County's Authorities.
- B. Proposed contractors should have served as a Financial Advisor to jurisdictions comparable to DeKalb County, Georgia, in size and complexity of their debt program (issues and related financings). Respondents need to be experienced in the types of municipal financing transactions contemplated in this RFP. Respondents should also have staff available to perform work in a timely manner, according to the County's frequently moving schedules and targets.
- C. Proposed contractors and their subcontractors must know and state to the best of their knowledge there are no circumstances that shall cause a conflict of interest in performing services for DeKalb County. The successful firm will be required to sign as a part of the terms and conditions of their being engaged by the County statements regarding conflict of interest and contingency fees.

V. PROPOSER REQUIREMENT AND INFORMATION

- A. Individuals, firms and businesses seeking an award of a DeKalb County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- B. Any prospective Advisor must make an affirmative statement to the effect that their retention, if selected, shall not result in a conflict of interest with any party, which may be affected by this program. This statement is included as part of the proposed contract. The Advisor will be precluded by the terms of the agreement from participating in as investment banker, swap counterparty, underwriter or in any manner other than as the Financial Advisor for bonds of the County. Alternatively, should any potential or existing conflict be known by a prospective advisor, said prospective Financial Advisor must specify the party with which the conflict exists or might arise, the nature of the conflict and

- whether the prospective Financial Advisor would or would not step aside or resign from that engagement or representation creating the conflict in favor of DeKalb County.
- C. Exceptions to the requirements of this RFP must be clearly stated in the proposal/response. Note: The County will consider any exceptions in its scoring and evaluation process and respondents are strongly encouraged to address and comply with the requirements included herein.
- D. Joint proposals are not accepted, however, the contract for Financial Advisory Services allows for the selected vendor to utilize subcontractors, as needed. Proposals need to be submitted by the firm who would hold the contract with the County for services. If plans to subcontract portions of the required services are included, please provide detail on such plans.
- E. The firm selected will provide any service listed in the to any member of the Governing Authority of DeKalb County, and will provide all members of the Governing Authority the same advice and information, notwithstanding the decisions or pronouncements of Management or any member of the Governing Authority.

VI. 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. 22-500623 for Financial Advisor 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 shall result in Responder's proposal being deemed non-responsive.
- 4. Responders are required to submit their costs on Attachment A, Cost Proposal Form. Responder shall not alter the cost proposal form.

B. Technical Proposal

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. 22-500623 for Financial Advisor Services" on the outside of each envelope or box.
- 2. Technical Proposal shall be submitted with one (1) original stamped "Original" and one (1) electronic copy on an unlocked thumb drive. All copies of the Technical Proposal must be identical.
 - a. Each Proposer assumes full responsibility for timely delivery of its PROPOSAL at the required location. Any PROPOSAL received after the submittal deadline shall be deemed nonresponsive and returned.
 - b. The content requirements set forth in this RFP represent the minimum content requirements for the PROPOSAL. It is the Proposer's responsibility to include information in its PROPOSAL to present all relevant qualifications and other materials. The PROPOSAL, however, should not contain standard marketing or other general materials. It is the Proposer's responsibility to modify such materials so that only directly relevant information is included in the PROPOSAL.
- 3. Responder shall complete Attachment C, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.

4. Financial Advisor Methodology (40 Points): NOT TO EXCEED 18 PAGES

- a. State if your firm meets the criteria for Firm's Qualification listed in section IV. Provide a copy of your company's MSRB Certificate.
- b. Responder is required to discuss and provide specific information concerning the inhouse technical support, computer modeling, and financing analysis capabilities, which the proposer will provide to the County. Detail the background and experience of technical staff. If technical support and analysis is to be provided by a firm other than the Proposers through a subcontracting arrangement; identify that firm, its relationship to the Proposer and its experience and resources to provide such services.
- c. Responder shall provide at least one, and not more than three, examples of financing or financing management advice given to a client who, in the opinion of the Proposer, represents innovative problem solving initiated by the Proposer, or is otherwise of particular note.
- d. Address the organization of your firm, the location of offices, and how resources can be put to work for the County.
- e. Describe the logistics of your firm's accessibility to the County in terms of geographic location of the individuals with primary responsibility for the client relationship with the County, and the travel time and restrictions, if any, to be on site, at the County. In addition, indicate how travel cost and time will be billed, i.e., from the point of origin or as if the Proposer were situated in the County.
- f. Responders shall describe your firm's ability to structure and price financings. Explain the processes used to determine market timing, maturity, structure, ratings, and credit enhancements. Also describe your firm's recommended refunding methodology and criteria.

- g. Develop a case study based on the County's outstanding (or projected debt) or general fiscal condition and provide a detailed analysis of a specific situation where a recommended action would improve or enhance the County's debt management, fiscal management, or credit. Describe the situation and the basis for recommending the improvement, explain the strategy for implementing the solution, and discuss the benefits and/or attendant risks.
- h. Describe what type and how your firm would implement availability of ongoing training and educational services that could be provided to the County. Please note, cost should be stated in the cost proposal only.
- i. Responsive firms will provide a sample "Plan of Advisement" that will briefly describe your firm's recommendation for keeping the County abreast of developments in the public financial sector, options available to the County for managing borrowing costs, and analysis of the impact on DeKalb County credit worthiness.

5. Expertise of Assigned Personnel: (30 Points) NOT TO EXCEED 10 PAGES

- a. Responder is required to identify the qualified individual that will serve as the Lead for the Financial Advisory Team, the qualified individual(s) who will be part of the team, and any outside qualified personnel (such as subcontractors), stating the role each will perform for the County.
- b. Responder must provide resumes with complete job descriptions and staff qualifications of the proposed key team members that will be assigned to the County.
- c. Responder must provide a description of Responder's experience, capabilities and other qualifications for this project that evidences Responder's ability to successfully complete the project. Clearly identify experience within the State of Georgia. In addition, identify those individuals who would be responsible for subject specific work listed below in (d).
- d. Briefly discuss relevant experience of the Proposer and the experience of the specific persons who would be assigned to work with the County based on their **financial advisory experience** in Georgia. Also provide evidence of specific experience related to public finance projects including but not limited to local government borrowing, economic development or redevelopment projects, and strategic financial advising. In tabular form, provide a listing aggregated by type of security, e.g., bonds (new money and refunding), COPs, bank loans, community and special assessment districts, etc., enumerating the aggregate dollar amount and number of each type of tax-exempt and taxable security issued by Georgia state and local governmental issues for which the Proposer has acted as a **financial advisor** since January 1, 2010. Clearly distinguish for each security types of the dollar amount and number of transactions which were competitive and negotiated. In particular, discuss relevant experience with economic development financing and public- private partnerships. Finally, identify defaulted issues for which the Proposer has acted as financial advisor, and provide an explanation of such default.
- e. Provide the same information as requested in (d) above, in the same format, for advisory work performed outside of the State of Georgia.
- f. Demonstrate the advisor's understanding of the issuer's financial situation, including ideas on how DeKalb County should approach financing issues such as bond structures, credit rating strategies, and investor marketing strategies.

- g. Demonstrate the advisor's knowledge of local political, economic, legal, or other issues that may affect the County's financial plan.
- j. Describe the analytic capability of the Advisor and assigned individuals to the County's program.

6. Firm References and Capacity to Serve (20 Points): NOT TO EXCEED 10 PAGES

- a. Responder must provide a financial statement for the last three (3) years that evidences that the responder has the financial capacity to perform the scope of work.
- b. Prepare tabulation presentations for the following as of the date when such information is most recently available:
 - o Total Capital and Equity Capital (if available)
 - O Longevity as a municipal financial advisor
 - O Number of employees and number of whom are professional staff
 - O Description of ownership structure and business dealings of parent companies, if any
- c. Provide three (3) references from three prior or existing financial advisory engagements with governmental bodies, which are comparable with the County (i.e., population base, operating and capital budget, debt outstanding, credit rating, and a similar political and geographic environment) specified herein using the *Reference* and *Release Form (Responder)* attached hereto as Attachment D.
- d. Responder must provide 3 references for each proposed subcontractor (LSBE and non-LSBE) for the type of work the subcontractor will be performing under the proposed subcontract using the *Reference and Release Form (Subcontractor)* attached hereto as Attachment E.
- e. Responder must list any recent (in the last three (3) years) or pending business-related litigation, including the outcome of such litigation. Identify fully the extent to which the Proposer or any of its individual partners or employees are the subject of any ongoing securities investigation (including investigations undertaken by the SEC, state blue-sky commissions, the U.S. Department of Justice and the Internal Revenue Service pursuant to IRC Section 6700), are a party to any securities litigation or arbitration, or are the subject of a subpoena in connection with a municipal securities investigation, including any investigations involving auction rate securities and bidrigging. Include any such investigations which concluded in an enforcement or disciplinary action ordered or imposed in the last three years and a description of those actions. Also, indicate whether the Proposer has ever filed for bankruptcy and describe the circumstances.
- f. Disclosure of any affiliation or relationship with any broker-dealer.
- g. Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

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

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

VII. 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. Financial Advisor Methodology 40 points
- B. Expertise of Assigned Personnel- 30 points
- C. Firm Reference and Capacity to Serve 20 points
- D. Cost Proposal 10 points
- E. Interviews, if granted 10 points (Optional)

Optional Interview (10 points) – bonus; The County reserves the right to conduct optional interviews with all Proposers or a short-listed group of Proposers. The Evaluation Committee may award a maximum of ten (10) points to each interviewed Responder. If the County determines that it is in its best interest to develop a short list of responders for interview, it shall be based on the following calculation: Highest Proposer Score – 10 points = Shortlisted Score (Example: 91 - 10 = 81. Any Proposer with a score of 81 or greater would be interviewed.)

VIII. CONTRACT ADMINISTRATION

A. Standard County Contract

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

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and Six (6) unlocked flash drives with each flash drive 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 August 5, 2022.

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 22-500623 for Financial Advisor 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 bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Cathryn Horner, via email to cghorner@dekalbcountyga.gov, no later than close of business on July 29, 2022 with a carbon copy to Michelle Butler at mnbutler@dekalbcountyga.gov. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

D. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Cathryn Horner at 404-371-6334 or send an email to cghorner@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for found this project may be on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

E. 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.

F. 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.

G. 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.

H. 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.

I. DeKalb First Local Small Business Enterprise (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.

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.

IX. 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,

Cotherna Homon

Cathryn Horner
Chief Procurement Officer
Department of Purchasing and Contracting

Attachment A: Cost Proposal Form

Attachment B: DeKalb County's Debt Management Report

Attachment C: Proposal Cover Sheet

Attachment D: Contractor Reference and Release Form
Attachment E: Subcontractor Reference and Release Form

Attachment F: Contractor Affidavit

Attachment G:

Attachment H:

Sample County Contract LSBE Opportunity Tracking Form First Source Jobs Ordinance Information and Forms Attachment I:

ATTACHMENT A

COST PROPOSAL FORM

(consisting of two (2) pages)

FINANCIAL ADVISOR SERVICES

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. 22-500623 for Financial Advisor 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

1.	Please explain your firm's annual retainer and payment terms. Include contracted number of hours included in the annual retainer fee.
2.	Please describe your firm's hourly fees. Fee structure should include a brief explanation of the nature and use of the fees (research, non-transactional, etc.) as well as staffing associated with each hourly rate.
3.	Please describe your firm's transaction fees associated with debt transactions.
4.	Please describe (in detail) any other fees and out of pocket expenses not detailed above, including travel reimbursement of pre-approved expenses, debt related fees, and all other proposed fees.

ATTACHMENT B

DEKALB COUNTY'S DEBT MANAGEMENT REPORT

DeKalb County, GA Debt Management Report

					Outstanding Principal @	Retirement
Issuer	Series	Туре	Title	Original Issue	1/1/2022	Year
General Obligation						
General Obligation						
DeKalb County	2022	General Obligation	Tax Anticipation Note (Federally Taxable)	70,000,000	70,000,000	2022
DeKalb County	2021	Loan	GEFA Georgia Fund Loan	3,000,000	1,102,499	2043
DeKalb County	2021	Loan	HUD Section 108 Loan	7,840,000	7,565,000	2039
DeKalb County	2019	Loan	GEFA Georgia Fund Loan	6,000,000	4,139,751	2025
DeKalb County	2016	GO Refunding	Special Transportation, Parks and Greenspace and Libraries Tax District	143,355,000	111,630,000	2035
Association of County Commissioners	2016	COPs	DeKalb County, Georgia Public Purpose Project	12,490,000	6,535,000	2026
Association of County Commissioners	2013	COPs	DeKalb County, Georgia Public Purpose Project	15,730,000	3,775,000	2023
			Subtotal	258,415,000	204,747,250	
Authority-Based						
Fulton-DeKalb Hospital Authority	2020	Revenue Certificates	Revenue Certificates (Grady Surgical Center Project)	33,630,000	31,870,000	2035
DeKalb County Public Safety & Judicial Facilities Authority	2015	Revenue Refunding	Public Safety and Judicial Facilities Project	36,395,000	30,590,000	2034
DeKalb County Building Authority	2015	Revenue Refunding	Juvenile Justice Center Project	23,745,000	10,060,000	2025
DeKalb County Building Authority	2013	Revenue Refunding	Juvenile Justice Center Project	8,795,000	2,085,000	2023
DeKalb County Urban Redevelopment Agency	2010	Revenue	Federally Taxable Recovery Zone Economic Development Bond	7,945,000	4,185,000	2030
			Subtotal	110,510,000	78,790,000	
Water & Sewerage						
DeKalb County	2022	Loan	WIFIA Loan	284,175,135	-	2060*
DeKalb County	2020	Loan	GEFA Clean Water Revolving Fund Loan	50,000,000	24,088,046	2054
DeKalb County	2020	Loan	GEFA Drinking Water Revolving Fund Loan	25,000,000	9,567,994	2054
DeKalb County	2020	Loan	WIFIA Loan	265,000,000	63,419,532	2059
DeKalb County	2015	Revenue Refunding	Water and Sewerage Revenue Refunding Bonds	70,490,000	57,035,000	2035
DeKalb County	2013	Revenue Refunding	Water and Sewerage Revenue Refunding Bonds	134,375,000	80,565,000	2035
DeKalb County	2011A	Revenue	Water and Sewerage Revenue Bonds	381,500,000	319,310,000	2041
DeKalb County	2010	Revenue	Water and Sewerage Federally Taxable Recovery Zone Economic Development Bond	28,400,000	8,820,000	2025
DeKalb County	2006B	Revenue Refunding	Water and Sewerage Revenue Refunding Bonds	271,895,000	208,800,000	2035
			Subtotal	1,510,835,135	771,605,572	
Direct Financing/Lease Purchase Agreements						
DeKalb County	2021	Lease Purchase	Equipment Lease Purchase Agreement	6,500,000	6,500,000	2030
DeKalb County	2020	Lease Purchase	Equipment Lease Purchase Agreement	2,377,424	1,584,949	2023
DeKalb County	2020	Lease Purchase	Equipment Lease Purchase Agreement	3,636,651	2,424,434	2023
DeKalb County	2020	Lease Purchase	Equipment Lease Purchase Agreement	738,856	598,263	2025
DeKalb County	2019	Lease Purchase	Equipment Lease Purchase Agreement	985,188	608,094	2024
DeKalb County	2016	Lease Purchase	Software Lease Purchase Agreement	2,803,834	596,952	2022
			Subtotal	17,041,953	12,312,692	

Note:

^{* -} Loan closed on April 26, 2022.

ATTACHMENT C

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	Telephor code)	Telephone Number (include area code)		
Email Address Fax Number (include area co			area code)	
Company Website Address	Type of	Organization ((check one)	
	☐ Corpo	oration □ Jo etorship □G	oint Venture overnment	
Proposals for RFP No. 22-500623 for Financial Advisor Services described herein will be received in the Purchasing & Contracting Department, Room 2 nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on August 5, 2022 until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section V.B. 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.				
Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.				
Authorized Representative Signature(s)		Title(s)		
Type or Print Name(s)		Date		

ATTACHMENT D 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 F	Period		
Contact Person Name and Title	Telephone	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	per (include a	rea code)	
Project Name				
Company Name	Contract F	Period		
Contact Person Name and Title	Telephone	e Number (inc	clude area code)	
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	per (include a	rea code)	
Project Name				
Company Name	Contract F	Period		
Contact Person Name and Title	Telephone	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	per (include a	rea code)	
Project Name				
REFERENCE CHI You are authorized to contact the references pro	ECK RELEASE STAT			
~.				
Signed (Authorized Signature of Proposer)				
Company Name	Date			

ATTACHMENT F SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

Company Name	Contract I	Period		
Contact Person Name and Title	Telephone	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	per (include a	rea code)	
Project Name				
Company Name	Contract I	Period		
Contact Person Name and Title	Telephone	e Number (inc	clude area code)	
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	per (include a	rea code)	
Project Name				
Company Name	Contract I	Period		
Contact Person Name and Title	Telephone	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	per (include a	rea code)	
Project Name				
REFERENCE CHECK You are authorized to contact the references provide				
Signed(Authorized Signature of Proposer)	Title			
(Authorized Signature of Proposer) Company Name	Date			

ATTACHMENT G

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder 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	<u></u>
Address (*do not include a post office box)	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 20	
Notary Public My Commission Expires:	<u> </u>

ATTACHMENT H

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

	sday of, 20, (hereinafter called the
"execution date") by and between DEKALB CO	DUNTY, 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 "Contra	ctor"), shall constitute the terms and conditions under
which the Contractor shall provide Financial Ac	dvisor Services in DeKalb County, Georgia.
WITNESSETH: That for and in consider	leration 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, 2024, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. The County

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, Georgia Attention: "Accounts Payable" 1300 Commerce Drive Decatur, Georgia 30030

B. Copy of invoice(s) must be submitted to:

DeKalb County, Georgia Attention: "Chief Financial Officer" 1300 Commerce Drive Decatur, Georgia 30030

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

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all financial advisor services in accordance with the County's Request for Proposals (RFP) No. 22-500623 for Financial Advisor 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. <u>Accuracy of Work</u> 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. <u>Ownership of Documents</u> 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. <u>Right to Audit</u> 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. <u>Successors and Assigns</u> 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. <u>Reviews and Acceptance</u> 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. <u>Indemnification Agreement</u> 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. <u>Insurance</u> 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. <u>Venue</u> 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. <u>County Representative</u> 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. <u>Georgia Open Records Act</u> Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq*.
- P. <u>First Source Jobs Ordinance and Preferred Employees</u> 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. <u>Business License</u> 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. <u>Sole Agreement</u> 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. <u>Attachments and Appendices</u> 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, Subsubcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

- T. <u>Severability</u> 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. <u>Notices</u> Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:	
	Chief Executive Officer 1300 Commerce Drive, 6 th Floor Decatur, GA 30030 and
	Executive Assistant 1300 Commerce Drive Decatur, Georgia 30030
With a copy to:	Chief Procurement Officer 1300 Commerce Drive, 2 nd Floor Decatur, Georgia 30030
With a copy to:	Chief Financial Officer 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. <u>Controlling Provisions</u> The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative. **DEKALB COUNTY, GEORGIA** (SEAL) **by Dir.**(SEAL) Signature MICHAEL L. THURMOND Chief Executive Officer DeKalb County, Georgia Name (Typed or Printed) Date Title Federal Tax I.D. Number Date ATTEST: **ATTEST:** Signature BARBARA H. SANDERS, CCC, CMC Clerk of the Chief Executive Officer and Board of Commissioners of Name (Typed or Printed) DeKalb County, Georgia Title APPROVED AS TO SUBSTANCE: **APPROVED AS TO FORM:**

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Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A

Contractor's Cost Proposal





"Excerpts from the Contractor's Response to the County's Request for Proposals (RFP) No. 22-500623"

APPENDIX II

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 Identifica	ition 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 th	at 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 Office	er or Agent	
Subscribed and Sworn before m on this the		
day of, 20		
NOTARY PUBLIC		
My Commission Expires:		
Triy 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
Tune 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 <u>(name of Subcontractor or subsubcontractor with whom such sub-subcontractor has privity of contract</u>). 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 a	nd authorized S	Secretary of	(1	nereinafter ref	ferred to as t	he
	"), an	or	ganized and inc	corporated to do	business u	nder the laws	of the State	of
	That said corp	oration has, th	nrough lawful 1	esolution of the	Board of I	Directors of the	ne corporation	n,
duly	authorized and	directed _			, in	his official	capacity	as
		O	f the corporation	on, to enter into	and execu	ate the follow	ving describ	ed
agree	ement with DeKal	b County, a p	olitical subdivi	sion of the State	of Georgia	:		
				;				
	That the forego	oing Resolutio	on of the Board	of Directors has 1	not been res	scinded, modi	fied, amende	ed,
or oth	nerwise changed i	n any way sind	ce the adoption	thereof, and is in	full force a	and effect on t	he date here	of.
	IN WITNESS	WHEREOF,	I have set my h	and and corpora	te seal;			
	This the	day of		, 20				
				(S	ecretary)	((CORPORAT	
				(3	ccicialy)			

ATTACHMENT I

LSBE Opportunity Tracking Form

ATTACHMENT H DEKALB FIRST LSBE INFORMATION WITH EXHIBITS A – B

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

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

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

Percentage of LSBE Participation Required	
20% of Total Award	

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose <u>not</u> 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 sp	pecified, Bidders and Proposers are to present the detail	ls of LSBE participation below:
PRIN	ME BIDDER/PROPOSER:	
SOL	ICITATION NUMBER: 22-500623	
ΓΙΤL	E OF UNIT OF WORK: Financial Advisory Service	ces
1.	My firm, as the prime bidder/proposer on this unit on LSBE-DeKalbLSBE-MSA	of work, is a certified (check all that apply):
2.	If you are a Certified LSBE-DeKalb or MSA, pleas carry out directly:	e indicate below the percentage of that your firm will
3.		ase describe below the nature of the joint venture and provided by the LSBE-DeKalb or MSA joint venture
4.	contract, if awarded. No changes can be made in the approval of the County. Please attach a signed letter	I/or firms (including suppliers) to be utilized in of this he subcontractors listed below without the prior written of intent from all certified LSBEs describing the work, ad/or provided and the agreed upon percentage of work I 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	
<u> </u>	
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 <u>DeKalbFirstLSBE@dekalbcountyga.gov</u>.

EXHIBIT A, CONT'D

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

Bidder/Proposer Statement of Compliance

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

1. **Non-Discrimination Policy**

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

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid

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

Firm Name (Please Print):	
Firm's Officer:	
(Authorized Signature and Title Required)	Date
Sworn to and Subscribed to before me this day of	, 201
Notary Public My Commission Expires:	

EXHIBIT B

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

Instructions:				
 Complete the form in its entirety and subm Attach a copy of the LSBE's current valid 				
To: (Name of Prime Contractor Firm)				
From: (Name of Subcontractor Firm)				
RFP Number: 22-500623				
Project Name: Financial Advisor Services				
The undersigned subcontractor is prepared to p services in connection with the above project (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 J

First Source Jobs Ordinance Information And Forms



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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contra	actor or Beneficiary Name (Signature)		
Contra	actor or Beneficiary Name (Printed)		
Title			
Telepl	none		
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 fkadkins@dekalbcountyga.gov

FIRST SOURCE JOBS ORDINANCE INFORMATION



EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder		
Address		
E-Mail		
Phone Number		
Fax Number		
Do you anticipate hiring from th	ne First Source Candidate Regist	try? Y or N (Circle one)
If so, the approximate number of emp	ployees you anticipate hiring:	
Type of Position(s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

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



IRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please complete this form for <u>each</u> 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?	S 🔲 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 PERM				
PUBLIC TRANSPORTATION ACCESSIBILITY: YES	NO 🗌			
SCREENINGS ARE REQUIRED: YES NO SE CREDIT CHECK DRUG MVR BACKGR				
HOW TO APPLY:				
Please return form to: jbblack@dekalbcountyga.gov				
DO NOT WRITE BELOW THIS LINE - TO BE COMPLET	TED BY WORKSOURCE DEKALB ONLY			
SYSTEM				
TYPE: First Source Direct Hire Work Experie	ence (WEX) ENTRY DATE:			
ASSIGNED TO:	DATE:			

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 4

EMPLOYMENT ROSTER DeKalb County

Contract Number:								
Project N	Tame:							
Contractor:								
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