

# DeKalb County Department of Purchasing and Contracting

**AUGUST 21, 2023** 

## REQUEST FOR PROPOSALS (RFP) NO. 23-500649

## **FOR**

## UNIFORMED SECURITY GUARD SERVICES

Senior Procurement Agent: Jennifer Schofield, NIGP-CPP

Phone: 404.687.4042

Email: jjschofield@dekalbcountyga.gov

**Mandatory DeKalb First LSBE Meeting:** 

(Bidders must attend 1 meeting on either of

the dates listed.)

August 23, 2023, August 30, 2023

Participation is available via video and/or audio conferencing. To attend the 10:00am **Mandatory Prime/LSBE Meeting** via

video conferencing, Join Zoom

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

Audio conferencing (if you are unable to access the Zoom

Meeting): 1-888-270-9936 Conference code 107222.

**MANDATORY Pre-Proposal Conference** 

and Site Visit:

September 5, 2023

11:00 AM – Scott Candler Filter Plant – 4380 Winters

Chapel Road, Atlanta, GA 30360

12:45 PM - Roadhaven Facility - 1580 Roadhaven

Drive, Stone Mountain, GA 30083

2:30 PM - Seminole Road Landfill - 4203 Clevemont

Road, Ellenwood, GA 30294

3:45 PM – Snapfinger Water Treatment Facility – 4224

Flakes Mill Road, Decatur, GA 30034

Deadline for Submission of Questions: 5:00 P.M. ET, September 8, 2023

Deadline for Receipt of Proposals: 3:00 P.M. ET, September 21, 2023

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

August 21, 2023

## REQUEST FOR PROPOSAL (RFP) No. 23-500649

**FOR** 

## **Uniformed Security Guard Services**

#### **DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in providing Uniformed Security Guard Services to submit proposals for Uniformed Security Guard Services in DeKalb County, Georgia

#### I. INTRODUCTION

- A. It is the County's belief that the presence of uniformed guards will provide a noticeable increase in safety and security at its facilities. Contractor shall be responsible for the protection of staff, visitors, and property at specified locations in the County.
- B. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder's technical proposal if marked with an asterisk (\*):

Required Documents	Attachment
*Cost Proposal Form (Separate, sealed envelope, do not include on	A
flash drive)	
*Proposal Cover Sheet	В
*Contractor Reference and Release Form	С
*LSBE Subcontractor Reference and Release Form (make additional	D
copies as needed)	
*LSBE Documents – Exhibits A and B	Е
First Source Jobs Ordinance (with Exhibits 1 – 4)	F
*Responder Affidavit	G
*Exceptions to the Standard County Contract,	
if any, if none, please state	
*Business License	
*State of Georgia Private Detectives Security Agencies License	
*State of Georgia Private Detectives Security Agencies Good Standing	
Certificate	
*Site Acknowledgement Form	



- C. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed in accordance with the contract.
- D. The County reserves the right to make one (1) award or multiple awards.

#### II. SCOPE OF WORK

#### A. Overview

Contractor shall furnish all necessary services, management, personnel, training, materials, equipment, uniforms, licenses, guns, gun permits, forms, printing, phone charges, cell phones, reimbursable expenses, overhead, and administrative costs, and all things necessary for the performance of professional uniformed security guard services, in accordance with this RFP. Contractor shall provide a detailed listing of equipment available to guards.

Contractor shall provide continuous Uniformed Security Guard Services during hours as specified or as requested by the County. Contractor shall have some mechanism in place to verify the attendance and punctuality of the guards when reporting to and from an assigned location. Services shall include periodic inspection of the facility. Locations that have metal detectors and/or x-ray machines will require the guard to perform scanning when necessary. Contractor shall enforce posted parking lot rules at all locations.

Contractor shall provide uniformed security guard services at specified locations in accordance with the requirements of this RFP, Locations of Facilities and Required Hours of Work, pages 19-44.

**B.** Services shall be performed under the supervision of the DeKalb County Police Department. Contractor shall report to the designated Facility Manager/Supervisor at each facility location.

The services to be performed under this Agreement shall commence within ten (10) days after receipt of written Notice to Proceed. The initial term of the Contract shall be twelve (12) consecutive months. The Contract will automatically renew for four (4) successive one (1) year terms for a total maximum term of five (5) years at the same terms and conditions stated in the Contract.

## C. Description of Services and Performance Requirements

### 1. Licensing.

Contractor shall be licensed and bonded in accordance with the State of Georgia Private Detectives Security Agencies Act, Sections §43-38-1 through §43-38-16. Contractor shall have been in the business a minimum five (5) years with experience in providing Armed and Unarmed Security Guard services.



Contractor shall have current licenses and permits for all Security Guard personnel as mandated by local, state and federal requirements. Contractor must submit satisfactory proof of licensing and bonding with Technical Proposal. Contractor shall provide proof that agency is in good standing with the Georgia Board of Private Detectives and Private Security Agencies in the Technical Proposal.

Contractor shall provide copy of current license with the Technical Proposal.

Proof of licensing shall be provided by the Contractor to the DeKalb County Police Department and the facility representative at each County facility, before assignment of a Security Guard to a DeKalb County Post.

The County will advise Contractor regarding the posts that require armed Security Guards.

## 2. Honesty Bond.

Each Security Guard assigned to a DeKalb County location shall be covered by a separate Fidelity bond (sometimes known as an "honesty bond", "employee dishonesty bond", or a "business service bond") in the minimum amount of Five Thousand Dollars (\$5,000.00). The honesty bond is in addition to the other bonds and insurance.

Contractor shall provide to the County facility a list of guards who shall be assigned to the County. Proof of bonding shall be provided and maintained with current and updated roster of security guards.

#### 3. Gun Permit.

For those posts that require armed Security Guards, Contractor shall possess valid gun permits. Contractor shall furnish a copy of each armed Security Guard's gun permit to the DeKalb County Police Department and to the designated facility representative before commencement of service.

Contractor shall confirm in the Technical Proposal that armed Security Guards possess and maintain a valid gun permit during the term of the contract.

## 4. Georgia Driver's License.

For locations that require the guard to patrol the location in a vehicle, each Security Guard assigned must possess a current Georgia Driver's License. Contractor shall confirm in the Technical Proposal that Security Guards assigned to DeKalb County facilities will possess and maintain a current Georgia Driver's License during the term of the contract.

#### 5. Reference Form and Reference Check Release.

Reference Form and Reference Check Release Statement, attached as Attachment C to RFP, shall be completed and returned with Technical Proposal. Contractor shall provide a minimum of five (5) references of clients for whom Contractor has completed projects that are of a similar size and scope as that detailed in this RFP. If Contractor cannot



provide five (5) references a statement of explanation as to why they cannot provide is requested. Failure to complete and submit Attachment C with Technical Proposal may result in the response being rejected.

## C. Security Guard Interaction

Security Guards shall be required to provide general information to clients and to maintain order. Security Guard shall be required to deal and interact with the public in a courteous and professional manner, and as such must be personable and capable of dealing with minor public relations during an emergency. Security Guards shall exercise tact and diplomacy in their daily contact with the public and staff. Guards assigned to all County facilities are required to be able to read and clearly/fluently speak English in order to communicate/interact with building occupants and the general public during an emergency situation and/or when giving routine information. The Security Guard must be able to write legibly, and able to read and interpret written instructions.

#### D. Uniforms

While on duty at DeKalb County facilities, Security Guard shall be professionally uniformed (uniform shirt and pants). Proper sleeve patches, picture identification card, and security guard badge shall be worn.

Any garments worn to adjust to the climate (example: jacket) must not hide the security guard marking of the uniform. Uniforms shall include winter jackets and rain gear.

Pictures of Contractor uniforms are to accompany Contractor's response.

County-issued identification badge shall be visible. Contractor's employees shall wear County-issued identification badges at all times while on DeKalb County property.

Contractor-issued uniforms shall contain Contractor's name and name of employee.

Security Guard shall be equipped with firearm at designated facilities.

## **E.** Experience of Security Firm

The selected firm shall have a minimum of five (5) years experience in the security field. Validation of experience is required.

#### F. Training

For Posts that require Armed Security Guards, no Guard shall be assigned to the County's facility until he/she has been properly trained and instructed in the orderly and proper use of firearms and the procedures and practices necessary to successfully protect life and property. All Armed Security Guards shall possess a current gun permit, and it shall be on file with the County.

Contractor shall provide continuous and effective safety and competency training to its employees. Training shall include instruction in safe work habits and adherence to compliance with current Occupational Safety & Health Act (OSHA) requirements, as amended.



Responder shall describe in the Technical Proposal, the entity's procedures and practices necessary to successfully protect life and property. Responder shall describe in the Technical Proposal how guards are trained to provide safety and security for the protection of staff, visitors, and property, in accordance with the requirements of this RFP.

Responders shall provide information with Technical Proposal that includes a complete description of training for personnel/employees. Description of training shall include, but are not limited to, a) initial training b) specific, training, and c) on-going training. Description of training shall include the orderly and proper use of firearms.

Contractor is responsible for all expenses incurred for additional security guards or replacement security guards that perform services under the contract. The County shall not be responsible for any expenses incurred for additional security guards or replacement security guards, including but not limited to training.

## G. Background, Criminal Checks, Police Records

Background checks are required of all individuals who will be performing services to DeKalb County. The County will provide the authorized background/criminal check form to the successful Contractor. Background checks will be performed by the Contractor and at the Contractor's expense.

At the discretion of and upon notice by the County, the Contractor shall replace any Guard whose record(s) is/are objectionable to the County.

### H. Contractor's Responsibilities

## 1. Contractor's responsibilities include, but are not limited to the following requirements:

- a. Contractor shall have in its employ <u>at all times</u> a sufficient number of competent, reliable, responsible, capable, qualified and professionally attired guards. Contractor shall provide to the County a roster of current trained guards. It is incumbent upon the Contractor to maintain and provide a current roster of supervisors and guards at all times during the term of the contract.
- b. Contractor shall not place a Guard on DeKalb County property without the knowledge of the County, without the required background/criminal check, and without registration on the roster of current guards.
- c. The County shall furnish a copy of Post Orders for each facility location to the Contractor and shall provide updates to Post Orders at all times. Contractor shall revise Post Orders to meet current needs as requested by the County.

Current Post Orders shall be provided to the Chief of Police, DeKalb County Police Department and to each County Facility Manager at each location.

Specific Post Orders may be submitted to the Security Guards at any time during the duration of the contract, on an as-needed basis, as agreed upon by the County Facility Manager and the Contract Supervisor.



- d. The Contractor shall assign permanent personnel to all positions of Security Guard in order to avoid frequent training of new personnel and to keep personnel turnover at a minimum. All security guards shall be required to follow the work schedule and adhere to the contract requirements.
- e. The County reserves the right to request a change of personnel whenever it deems that such change is in the best interest of the County.
- f. The County reserves the right to assign a County employee security guard on any shift to act as post commander.
- g. The County reserves the right to require dismissal of any guard who is identified as a potential threat to the County, the facility, or its population.
- h. Contractor shall provide a means of communication (cell phone) to its security guard(s) providing security service(s) to DeKalb County. The security guard(s) must be able to have a means to communicate with their assigned supervisor/manager and/or main office. Where multiple guards are stationed at a location, a minimum of one guard shall be equipped with a cellphone.
- i. Security Guard shall report for duty at his/her assigned work hour. Contractor shall only be paid for actual hours worked and properly recorded. Security Guard shall sign-in at time of arrival (daily) and sign-out at time of departure (daily). Time sheets shall be turned in each week by 12:00 noon every Monday to the designated facility representative. The Contractor shall be only compensated for confirmed (actual) hours worked. Properly documented time sheets shall be turned in with invoices.
- j. Security Guard shall be at his/her designated post at the appropriate time.
- k. Security Guard shall not leave the building or his/her designated post for any reason during his/her shift, except to patrol the facility, unless properly relieved. Contractor shall have posted instructions to follow in case a relief Guard does not show.
- 1. Security Guard shall not fraternize with employees. There shall be no borrowing, buying or selling of items. There shall be no participation in board games and card games, etc. Television and radios shall be prohibited to the Guard while on duty.
- m. <u>Sleeping on an assigned post shall not be permitted</u>. If two (2) incidents of sleeping on an assigned post are accrued by a Guard(s), the County reserves the right to request termination of the guard from County assignments.
- n. Continuous phone use and/or deep, lengthy conversations with patrons/staff or others shall not be permitted.
- o. An Incident Report shall be completed when an event occurs that is not an everyday occurrence. Incidents include, but are not limited to a Police response, a Fire response, injuries on County property, damage to County property, etc. The Incident Report shall be cross referenced on the Daily activity summary and a Case number of the responding agency shall be included if applicable.



p. In the event all elements of required satisfactory service are not specified in this RFP, it is incumbent upon Responder to demonstrate a capability of delivering services that adhere to the best uniformed security guard practices available.

## 2. Facility Locks and Key Disbursements (Keys to Facilities)

The keys to each facility will be provided by the Facility Manager to the Contractor. The keys shall be signed for and the security of the keys shall be the responsibility of the Contractor. The facility keys shall remain with the Security Guard on duty at all times. After hours, if the keys to the facility are kept on site, they shall be secured in a place and in a manner where they cannot be removed without authority.

The facility keys shall **not** be copied without the advance approval of the Facility Manager.

All keys to the facility shall be returned to the Facility Manager upon the expiration of the contract.

In the event County staff are required to come out after 5:00 p.m. Monday through Friday or anytime on weekends or holidays in order to open the facility because of Security Guard(s) error (locked the facility keys in the building, etc.), there will be a flat rate charge of Fifty Dollars (\$50.00) assessed to the Contractor for this service. In the event facility keys are lost by the Guard, there will be a Seventy-five Dollar (\$75.00) replacement charged assessed to the Contractor for keys.

## 3. Facilities Equipped with TourScan Stations

Security Guard(s) are required to make hourly rounds utilizing the TourScan equipment where installed. Failure to make clock rounds, unless a validated, legitimate reason for failing to make the rounds, will result in a commensurate deduction being made from the invoice(s) submitted for payment. All sites that require TourScan shall have the logs submitted with invoicing to validate location and on-site status of staff.

#### 4. Periodic Inspection of Facilities

The Contractor shall provide continuous Security Guard service during specified hours and shall include periodic inspection of the facility. Periodic inspection of a facility shall include, but is not limited to:

- a. Fire and fire hazards
- b. Safety hazards
- c. Thefts or attempted thefts
- d. Unnecessary lights burning
- e. Doors or windows left open or unlocked
- f. Violations of facility rules and regulations
- g. Water damage
- h. Property damage
- i. Machines left running
- j. Unlocked safe or vaults
- k. Property left unsecured
- 1. Leaking gas, water, or other liquids



- m. Suspicious activities
- n. Accidents
- o. Evidence of drinking or unlawful use of drugs or property

Any unsatisfactory condition shall be reported on the Security Guard's Daily Report which is transmitted to a designated County representative at each site. Refer to Section L, Reporting.

## 5. Enforcement of Parking Lot Rules

Contractor shall enforce posted parking lot rules at all locations. Security Guard shall be familiar with parking lot rules at his/her assigned facility.

## 6. In Case of Emergency

In case of emergency, immediately notify 911. In the event of a fire, evacuate all persons from the building. If there is a false alarm, as determined by the Fire Department, turn off the alarm. (Security Guard is not authorized to determine if an alarm is false. Only the Fire Department can authorize resetting alarm.) Security Guard personnel should be trained how to handle a bomb threat. Each post shall have a bomb threat assessment form (provided by the Police Department).

In addition, Security Guard shall assist delegated County staff in implementing other emergency and/or evacuation procedures as required. Such procedures shall be included in Posted Orders. After the situation is under control, Security Guard shall complete an Incident Report of all facts and include the actions taken by security personnel. Completed Incident Report shall be signed by the Security Guard and shall be submitted to the Facility Manager by the end of the shift in which the event occurred. Refer to Section L, Reporting.

#### 7. Supervisory Personnel

#### a. Supervisor Assignment

Contractor must have a supervisor assigned to each facility. Current name, address, and phone number of supervisors shall be on file in the office of each facility at all times during the term of the contract.

The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times. Supervisors will be required to make post inspections to ensure Guards are performing duties outlined. The supervisor will be required to submit a post Inspection Report to County Department Head, or his/her designee whose facility is involved (unless instructed otherwise), for review and file. The report shall be provided monthly by the 10th of the month and continue monthly at the same time throughout the duration of contract.

#### b. Means of Communication

Contractor shall provide a means of communication to their security guard(s) providing security service(s) to DeKalb County. The security guard(s) must be able to have a means to communicate with their assigned supervisor/manager and/or main office.



#### c. Problem Resolution

Identify the individuals who will be responsible for resolving problems. Provide the name, address, telephone and fax number, and e-mail address of the individuals who will be responsible for resolving problems. Individual(s) who will be responsible for resolving problems shall be on file with the DeKalb County Police Department and the designated facility representatives at all times during the term of the contract.

Contractor shall have policy in place outlining a clear chain of command for the submittal of complaints and shall designate a point of contact available to DeKalb County 24 hours a day and 7 days a week. Contractor shall outline complaint policy in the Technical Proposal.

#### d. Guard Termination

The Contractor should, within twenty-four (24) hours after termination of an employee, inform the Contract Administrator and Facility Manager in writing that the employee has been terminated. The Contractor should collect all keys and/or access keycards upon termination of an employee and return them to the Contract Administrator or Facility Manager. When the Contractor hires a new employee, the Contractor or responsible representative of the company shall meet the new employee at the facility. The new employee is to be instructed as to what the Contract provisions are and is to be given a list of these provisions.

#### 8. Post Orders

## a. Current Post Orders

The County shall furnish a copy of Post Orders for each facility location and shall provide updates to Post Orders at all times. Contractor shall revise Post Orders to meet current needs as requested by the County.

Current Post Orders shall be on file in the office of the Chief of Police, DeKalb County Police Department, and in the office of the Facility Manager at each facility. Each location shall maintain, and update Post Orders as required.

#### b. Modification of Post Orders

Specific Post Orders may be submitted to the Security Guards at any time during the duration of the contract, on an as-needed basis, as agreed upon by the County Facility Manager and the Contract Supervisor.

#### I. Use of County Telephone

County telephone is to be used by the guard for official work-related business and shall not be used for personal business.

Security Guards are prohibited from calling Directory Assistance and 976 services. At locations where two (2) separate incidents of long-distance calls, Directory Assistance, and/or 976 service show on the County's telephone bill, the Security Guard will be removed from the facility. The County reserves the right to charge the Contractor for any illicit long-distance charges made by Security Guards.



Contractor shall not use County telephones for other assignments not related to DeKalb County.

## J. County Property

Computers, computer devices, televisions, radios, equipment, furniture, supplies, or any County property may not be removed, relocated or repositioned from any office or County facility without permission from County or designated onsite personnel. Offices shall be entered for reason of inspection only.

#### K. Work Hours

Normal work shifts shall not exceed nine (9) hours per Security Guard. Documentation is to be submitted with each invoice clearly showing each Security Guard's name, hours worked, etc. Work hours exceeding nine (9) per Security Guard will not be paid unless prior County approval has been obtained. There may be extenuating circumstances where shifts over may be authorized.

A one-hour grace period will be allowed in the event a scheduled Security Guard does not show and a replacement Security Guard has to be located and dispatched.

Overtime is not a part of this contract. Contractor shall schedule shifts to provide coverage required without incurring overtime hours. There may be, at County identified emergencies or extenuating circumstances where overtime may be authorized.

Facilities are closed on holidays; however, the County may need uniformed guard services in some facilities. Contractor shall arrange with the facility contact if services are need on a holiday. Eleven (11) holidays are observed by DeKalb County, as follows:

- 1. New Years Day
- 2. Martin Luther King Day
- 3. Presidents Day
- 4. Memorial Day
- 5. Juneteenth
- 6. Independence Day
- 7. Labor Day
- 8. Veterans Day
- 9. Thanksgiving Day
- 10. Thanksgiving Day (day after)
- 11. Christmas Day

Contractor can only charge holiday rate for work performed on these days if guards are paid at holiday rate.



#### L. Reporting

## 1. Contractor shall provide the following reports to the County:

#### a. Daily Report

A daily report shall be completed by each Security Guard at the end of each shift. The report shall include any and all activity conducted during the previous shift. It shall include any action taken and any observations made. Additionally, the daily report shall include a cross-reference to an event that would generate an Incident Report. The name of the reporting officer, the date of shift, and hours worked shall be included on the report. A copy of the daily report shall be maintained by the Contractor.

The daily report shall be provided to the listed Facility Manager in electronic format. If the report is handwritten, it shall be scanned and emailed to the respective location. The daily reports shall be provided to the Facility Manager on a weekly basis no later than 5:00 p.m. the following Tuesday.

### b. Incident Report

An Incident Report shall be completed when an event occurs that is not an everyday occurrence. Incidents include, but are not limited to a Police response, a Fire response, injuries on county property, damage to county property, etc. The Incident Report shall be cross referenced on the Daily activity summary and a Case number of the responding agency shall be included if applicable. A copy of the Incident Report shall be immediately forwarded to the attention of the Security Coordinator in the DeKalb County Police Department. An additional copy of the Incident report shall be provided to the Facility Manager by the end of the shift in which the incident occurred. A copy of the Incident Report shall be maintained by the Contractor. This report shall be provided to the listed locations in an electronic format that is compatible with the County's Microsoft Project. If the report is hand written, it shall be scanned and emailed to the respective location.

#### c. Monthly Report

A monthly report shall be provided to the DeKalb County Police Department no later than the 10<sup>th</sup> day of the month for the previous month. The monthly report shall be a summary of all events, actions, or observations noted on the daily reports and shall include any incidents that have occurred. This report shall state the facility location, date and hours worked by each guard, and training hours conducted. A copy of the Monthly Report shall be forwarded to the attention of the Security Coordinator in the DeKalb County Police Department. An additional copy of the monthly report shall be provided to the Facility Manager. A copy of the Monthly Report shall be maintained by the Contractor. This report shall be provided to the Facility Manager at the listed location in an electronic format that is compatible with the County's Microsoft Project. If the report is hand written, it shall be scanned and emailed to the respective location.

#### d. Annual Report

An Annual Report shall be provided to the DeKalb County Police Department no later than February 1<sup>st</sup> of the year following the previous year of service. The Annual Report shall include, but not be limited to an assessment of each facilities security concerns and actions taken to alleviate the noted concerns. Any major incidents shall be highlighted in the Annual Report.

The Annual Report shall state the facility location and the total hours of service performed at each facility.



A copy of the Annual Report shall be forwarded to the attention of the Security Coordinator in the DeKalb County Police Department. An additional copy of the Annual Report shall be provided to each Facility Manager. A copy of the Annual Report shall be maintained by the Contractor. This report shall be provided to the listed locations in an electronic format that is compatible with the County's Microsoft Project. If the report is hand written, it shall be scanned and emailed to the respective location.

#### **Specific Reporting** e.

The County may require specific reporting, based on the County's needs. Contractor shall provide reporting at no cost to the County.

#### 2. **Invoice Procedure:**

Invoices shall provide an itemized list of hours worked by each security guard indicating the facility covered and the date of coverage. Each facility shall be submitted on a separate invoice. The invoice shall include the time period from the first day of the previous month to the last day of the previous month and shall provide back-up to the invoice to include site sign-in sheets for the guards daily attendance. Invoicing shall be done for various facilities as follows:

- The DeKalb County Police Department will handle invoices for the following listed facilities:
  - **Memorial Drive Complex (not Tax Commissioner)**
  - **Maloof Building**
  - **Maloof Auditorium**
  - 178 Sams Street
  - A. Original invoice(s) must be submitted to:

DeKalb County, Georgia Accounts Payable

1300 Commerce Drive; 3<sup>rd</sup> Floor

Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

DeKalb County Police Department

1960 West Exchange Place

Tucker, Georgia 30084

Attention: Security Coordinator

- The DeKalb County Watershed Management Department will handle invoices for the following listed facilities:
  - Watershed Management (Roadhaven Facility)
  - Watershed Management (Scott Candler Filter Plant)
  - Watershed Management (Snapfinger Advanced Water **Treatment Plant)**
  - Watershed Management (Memorial Drive Facility)
  - A. Original invoice(s) must be submitted to:

DeKalb County, Georgia

**Accounting Services** 

Annex Building

1300 Commerce Drive



B. A copy of the invoice(s) must be submitted to:

DeKalb County Department of Watershed Management

1580 Roadhaven Drive

Stone Mountain, Georgia 30083

Attention: Administration.

- The DeKalb County Sanitation Department will handle invoices for the Seminole Road Landfill.
  - A. Original invoice(s) must be submitted to:

DeKalb County, Georgia

**Accounting Services** 

Annex Building

1300 Commerce Drive

Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

DeKalb County Department of Public Works/Sanitation Division

4203 Clevemont Road

Ellenwood, Georgia 30294

Attention: Landfill Superintendent

- The DeKalb County Department of Public Works/Fleet Maintenance Division will handle invoices for the following listed facilities:
  - Fleet Maintenance (Warren Road Facility)
  - Fleet Maintenance (Memorial Drive Facility)
  - A. Original invoice(s) must be submitted to:

DeKalb County, Georgia

Accounting Services

1300 Commerce Drive

Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

DeKalb County Department of Public Works/

Fleet Maintenance Division

5350 Memorial Drive

Stone Mountain, Georgia 30083

- The DeKalb County Tax Commissioner will handle invoices for the following listed facilities:
  - Tax Commissioner's Office (Memorial Drive)
  - Tax Commissioner's Office (Clairmont Drive)
  - Tax Commissioner's Office (Candler Road)
  - A. Original invoice(s) must be submitted to:

DeKalb County, Georgia

**Accounting Services** 

1300 Commerce Drive

Decatur, Georgia 30030



B. A copy of the invoice(s) must be submitted to:

DeKalb County Tax Commissioner's Office 4380 Memorial Drive, #100

Decatur, Georgia 30032 Attention: Tawayna Gould

- The DeKalb County Human Services Department will handle invoices for the following listed facilities:
  - DeKalb-Atlanta Human Service Center
  - Kirkwood Center/DeKalb Senior Center
  - Lou Walker Senior Center
  - East Altant
  - Clark Candler
  - Another
  - Another

•

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

DeKalb County, Georgia Accounting Services 1300 Commerce Drive Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

DeKalb County Government | Human Service Department

30 Warren Street

Atlanta, GA 30317

Attention: Nicole Saint-Cyr, Human Services Administrator

## 3. Meetings:

At the request of the County, the Contractor's staff shall agree to meet with the Security Coordinator of the DeKalb County Police Department to discuss procedures, address changes, or handle other issues that may arise. This meeting shall be attended by the supervisory personnel of the Contractor at no cost to the County.

### M. Monitoring

At the request of the County, Contractor shall agree to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract. Contractor agrees that the County may interview any clients and employees of Contractor to assure the County of satisfactory performance of the terms and conditions of the contract.

Contractor shall have a contingency plan to address tardiness or absence of guards at locations. In addition, Contractor shall have a mechanism in place to verify the attendance and punctuality of the guards when reporting to and from an assigned location.

If/when deficiencies are identified, Contractor shall correct all noted deficiencies within a specified time period.



#### N. Results or Outcome of Tasks

Contractor shall be responsible for the protection of staff, visitors, and property at specified locations in the County. It is the County's belief that the presence of uniformed guards will provide a perceptible increase in safety and security at its facilities.

## O. County's Need for Services

The County reserves the right to determine needs for reduced or full uniformed security guard services at any time during the term of the contract, as the County determines appropriate and as defined in the terms of the contract.

The County reserves the right to increase or decrease the listing of facilities and/or hours of service at any time during the term of the contract, as the County determines appropriate and as defined in the terms of the contract.

### P. Contractor Payment Method and Timing

Contractor shall be paid a firm fixed hourly rate for Armed and Unarmed Uniformed Security Guards.

Payment Term shall be Net 30.

Overtime is not a part of this contract. Contractor shall schedule shifts to provide coverage required without incurring overtime hours.

#### Q. Transition Plan

#### a. Transition on Commencement of Contract

Contractor shall assume full operation in accordance with the Notice to Proceed. Contractor shall coordinate and cooperate with the County's existing Contractor to ensure a smooth and orderly transition with uninterrupted security guard services. Upon award of the contract, the successful responder shall name a Transition Manager, who shall have responsibility for transition activities. Within fourteen (14) days of award of the contract, the Contractor shall submit a final Transition Plan to the County for approval. The final plan shall include, but will not be limited to, details for staffing and coordination of activities with current operations. The County may request additional information as deemed necessary.

#### b. Transition and Continuity of Service upon Expiration of Contract

Continuity of security guard service is necessary to the County. The Contractor agrees to this philosophy and upon expiration of their contract, agrees to:

- Exercise best efforts and cooperation for an orderly and efficient transition of security guard service to a Contractor or to the County.
- Negotiate a plan in good faith, with successor to determine the nature and extent
  of the phase-in, phase-out services required. The plan shall specify a date for
  work described in the plan and shall be subject to approval by the County. The
  existing Contractor shall provide sufficient experienced personnel during the
  phase-in and phase-out periods to ensure that the services called for in the
  contract are maintained at the required level of need and proficiency.



• All County property, including but not limited to identification badges and keys, shall be returned to the County upon expiration of contract.

## **R.** Requirements for Facilities

Location of Facilities and Required Hours of Coverage (pages 19-44) includes, but is not limited to, the safety and security needs and requirements of Various Facilities.

## S. Rental/Use of County Facilities Requiring Security Services

The County has determined that any party or entity who rents or utilizes County property, if required to use security services, shall obtain said security services from the selected Contractor. Those services shall be contracted for outside of the contract resulting from this RFP. A price for these services shall be listed herein on the cost proposal, submitted in a separate sealed envelope and any contract between an outside entity and the selected Contractor for services to be rendered on County property shall reference the cost proposal to this RFP.



## COUNTY FACILITY LOCATIONS AND REQUIRED HOURS OF COVERAGE



#### TAX COMMISSIONER'S OFFICE AND MOTOR VEHICLE TAG OFFICES

#### **MEMORIAL DRIVE, SUITE 100**

The following information includes, but is not limited to, the safety and security needs and requirements for the Tax Commissioner's Office and Motor Vehicle Tag Offices at Memorial Drive. These requirements are subject to change with proper notification.

- 1. One (1) unarmed guard and One (1) armed guard required at Memorial Drive location. Twelve (12) months per year. M-F 8:00 AM 5:00 PM
- 2. Security Guards will be trained in the basic legal requirements of motor vehicle registration as well as the recognition of required documents. The Tax Commissioner's office will provide training.
- 3. Security personnel will be required to manage the screening line by maintaining order of it by making announcements as well as giving directives to specific individuals as required.
- 4. Location will be staffed on time and in proper uniform.
- 5. Security Officers will not fraternize with employees or visitors.
- 6. Security Officers will remain alert and on task during their tour of duty. No sleeping, personal phone conversations or visitations allowed while on duty.
- 7. Security Officers will be used in screening capacity to ensure applicants have the necessary documentation before allowing them to proceed into the office area.
- 8. Each office reserves the privilege of requesting armed or unarmed guards.
- 9. <u>George Dalton, phone (404)298-3027</u>, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The Tax Commissioner's Office and Satellite Tag Offices.
- 10. Tax Commissioner's Office and Tag Offices:
  - A. Tax Commissioner's Office hours
    January December approximately 250 workdays, 9 hours per
    day, Monday Friday 8:00 A.M. 5:00 P.M.

\*\*At the discretion of the Tax Commissioner, Saturday work hours may be required from 8:00 A.M. to 1:00 P.M., 5 hours per day, approximately 50 workdays (estimated to be approximately 2500 hours. Hours are **estimated only and** may vary 20% more or less according to business needs.



## <u>PUBLIC WORKS DEPARTMENT/SANITATION DIVISION – SEMINOLE ROAD LANDFILL</u>

### **4203 CLEVEMONT ROAD, ELLENWOOD**

The following information includes, but is not limited to, the safety and security needs and requirements for the Sanitation Division's Seminole Road Landfill. These requirements are subject to change with proper notification.

- 1. Guards are to be **Unarmed**.
- 2. The Contractor shall furnish Security Guard service as follows:
  - a. Hours to be worked will be 10:00 PM to 7:00 AM (2200-0700) Monday thru Friday
  - b. 4:00 PM Saturday to 7:00 AM Monday (1600-0700)
  - c. 24 hour coverage required for all County Holidays.
  - d. Approximately 84 hours weekly, however, the amount of hours needed by this facility may be adjusted by the County as deemed necessary.
- 3. The Contractor shall furnish the guard with a cell phone to be included in the price of security services. The number must be provided to Sanitation Division.
- 4. Contractor shall furnish a 4 x 4 vehicle to be included in price of security guard services. The

vehicle must have high beam lights and a yellow flashing light assembly.

- 5. The Guard shall maintain a Daily visitor's log.
- 6. The Guard shall complete post round check, hourly using an electronic tracking program.
- 7. Department shall be notified of change of guard personnel at least forty-eight (48) hours in advance.
- 8. The Guard shall log the receiving of the building keys, and will make clock rounds once every hour.
- 9. Seminole Road Landfill has established a sufficient number of Signal Stations on the Landfill premises and the landfill fuel station and all gates/locks as outlined by the Department (some off the landfill property) to assure that all areas of the Landfill shall be thoroughly inspected by the Guard on each round. The inspections will be verified using a "Tourscan" system or similar system. Note: The successful bidder shall supply and install the system at no additional cost to the County.
- 10. The Department will provide guard with instructions relative to agency staff and clients entering and leaving the premises and the use of equipment by personnel during the hours that Guard will be on duty. The Guard on duty shall allow only authorized on-shift personnel to enter the premises and shall only allow those to enter that are listed on Guard's duty roster, which will be provided to Guard in writing by Department. Guard shall require identification from all employees attempting to enter the premises.



- 11. The Guard shall be familiar with all activities scheduled after normal business hours. All Guards coming on duty each weekday will check in with the Site Supervisor for each schedule immediately upon beginning his shift. All Guards shall check in with Site Supervisor.
- 12. The Guard shall not fraternize with employees, including participating in board games, card games, etc. Television and radios shall be prohibited to the Guard while on duty.
- When there are no activities in an area, the Guard shall make sure that all lights are turned off except security lights necessary to make rounds.
- 14. A thorough inspection including, but not limited to windows, doors, exits, etc., shall be made and any conditions needing attention shall be reported to the Deputy Director within 24 hours on an Incident Report. Refer to Section L, Reporting, above.
- 15. It is the purpose of these specifications to provide adequate security at this facility. If in the judgment of the County the services rendered are not adequate, County may authorize changes in the services or locations of stations in order to provide the security needed.
- 16. In the case of a false fire alarm, notify personnel listed for emergency after turning off the alarm. Incident Report shall be completed for all fire/theft/vandalism/break-ins. Report shall be completed and provided to the Deputy Director within 24 hours of the incident. Refer to Paragraph 6, In Case of Emergency and Section L, Reporting, above.
- 17. Incident Report shall be completed within twenty-four (24) hours for all fire, theft, vandalism, and break-ins. Refer to Paragraph L.1.b, Incident Report, above.
- 18. The Contractor shall provide supervisory personnel to insure that service is being adequately performed at all times and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of three times per eight hour shift and provide evidence thereof.
- 19. The Contractor's supervisory personnel shall attend quarterly Department/Seminole Road Landfill departmental staff meeting(s) to discuss concerns or issues related to security issues.
- 20. No Guard shall be assigned to the Seminole Road Landfill until a site visit has been conducted. Guard must be aware/have knowledge of signal stations/route/equipment/vehicle, etc.
- 21. The designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for DeKalb County at the Seminole Road Landfill will be Roger Young (C) 404.391.1079 or (O) 404.687.4018.



#### **DEKALB-ATLANTA HUMAN SERVICE CENTER**

#### 30 WARREN STREET

The following information includes, but is not limited to, the safety and security needs and special requirements for DeKalb-Atlanta Human Service Center, 30 Warren Street, Atlanta. These requirements are subject to change with proper notification.

- 1. The guards (2) are to be (1) ARMED (1) Un-ARMED (a total of two guards).
- 2. Hours of coverage are 7 AM 7 PM, Monday through Friday.
- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift.
- 4. The Guard shall patrol the interior of the Human Service Center and monitor the activity of the patrons during business hours.
- 5. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- 6. The Guard shall verify any deliveries to the facility and shall contact the prospective section to receive packages.
- 7. After the facility closes for the evening, the guard shall patrol the entire site to include the parking lots and adjacent buildings utilizing the "TourScan" system verifying the entire site is secure. The exterior patrol shall be conducted every hour at various times to avoid being monitored on a routine basis. Refer to Section H.3, Facilities Equipped with TourScan Stations, above.
- 8. The Guard shall keep a Daily Report in which he/she will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or the DeKalb-Atlanta Human Service Center's authorized personnel. Refer to Section L, Reporting, above.
- 9. The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of two times per eight hour shift.
- 10. <u>Nicole Saint-Cyr</u>, **470-543-0760**, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The DeKalb-Atlanta Human Service Center.



## DEKALB ATLANTA SENIOR CENTER 25 WARREN STREET SE

The following information includes, but is not limited to, the safety and security needs and special requirements for the DeKalb Atlanta Senior Center, 25 Warren Street, 30317. These requirements are subject to change with proper notification.

- 1. The guard is to be **ARMED**.
- 2. Hours of coverage are Monday through Friday from 8:00am-5:00 pm.
- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift.
- 4. The Guard shall patrol the interior of the Human Service Center and monitor the activity of the patrons during business hours.
- 5. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- **6.** The Guard shall verify any deliveries to the facility and shall contact the prospective section to receive packages.
- 7. After the facility closes for the evening, the guard shall patrol the entire site to include the parking lots and adjacent buildings utilizing the "Tourscan" system verifying the entire site is secure. The exterior patrol shall be conducted every hour at various times to avoid being monitored on a routine basis. Refer to Section H.3, Facilities Equipped with TourScan Stations.
- 8. The Guard shall keep a Daily Report in which he will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or the DeKalb-Atlanta Human Service Center's authorized personnel. Refer to Section L, Reporting.
- 9. The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of one time per eight hour shift.
- 10. <u>Nicole Saint-Cyr</u>, 470-543-0760, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The DeKalb-Atlanta Senior Center.



# SOUTH DEKALB SENIOR CENTER 1931 CANDLER ROAD

The following information includes, but is not limited to, the safety and security needs and special requirements for the South DeKalb Senior Center, 1931 Candler Road, Decatur, GA 30032. These requirements are subject to change with proper notification.

- 1. The guards (2) are to be ARMED (a total of two armed guards).
- 2. Hours of coverage are Monday through Friday from 8am-5:30pm.
- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift.
- 4. The Guard shall patrol the interior of the Human Service Center and monitor the activity of the patrons during business hours.
- 5. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- **6.** The Guard shall verify any deliveries to the facility and shall contact the prospective section to receive packages.
- 7. After the facility closes for the evening, the guard shall patrol the entire site to include the parking lots and adjacent buildings utilizing the "Tourscan" system verifying the entire site is secure. The exterior patrol shall be conducted every hour at various times to avoid being monitored on a routine basis. Refer to Section H.3, Facilities Equipped with TourScan Stations.
- 8. The Guard shall keep a Daily Report in which he will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or the DeKalb-Atlanta Human Service Center's authorized personnel. Refer to Section L, Reporting.
- 9. The Contractor shall provide supervisory personnel to ensure that service is being adequately always performed and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of one time per eight-hour shift.
- 10. <u>Nicole Saint-Cyr</u>, 470-543-0760, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The South DeKalb Senior Center.



## NORTH DEKALB SENIOR CENTER 3393 MALONE DRIVE

The following information includes, but is not limited to, the safety and security needs and special requirements for the North DeKalb Senior Center, 3393 Malone Drive, Chamblee, GA 30341. These requirements are subject to change with proper notification.

- 1. The guard is to be **ARMED**.
- 2. Hours of coverage are Monday through Friday from 8am-5:30pm.
- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift.
- 4. The Guard shall patrol the interior of the Human Service Center and monitor the activity of the patrons during business hours.
- 5. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- **6.** The Guard shall verify any deliveries to the facility and shall contact the prospective section to receive packages.
- 7. After the facility closes for the evening, the guard shall patrol the entire site to include the parking lots and adjacent buildings utilizing the "TourScan" system verifying the entire site is secure. The exterior patrol shall be conducted every hour at various times to avoid being monitored on a routine basis. Refer to Section H.3, Facilities Equipped with TourScan Stations.
- 8. The Guard shall keep a Daily Report in which he will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or the DeKalb-Atlanta Human Service Center's authorized personnel. Refer to Section L, Reporting.
- **9.** The Contractor shall provide supervisory personnel to ensure that service is being adequately always performed and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of one time per eight-hour shift.
- 10. <u>Nicole Saint-Cyr</u>, **470-543-0760**, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The North DeKalb Senior Center.



#### EAST DEKALB SENIOR CENTER (BRUCE STREET)

#### **2449 BRUCE STREET**

The following information includes, but is not limited to, the safety and security needs and special requirements for the East DeKalb Senior Center (Bruce Street), 2449 Bruce Street, Lithonia, GA 30058. These requirements are subject to change with proper notification.

- 1. The guard is to be **ARMED**.
- 2. Hours of coverage are Monday through Friday from 8am-5:30pm.
- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift.
- 4. The Guard shall patrol the interior of the Human Service Center and monitor the activity of the patrons during business hours.
- 5. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- 6. The Guard shall verify any deliveries to the facility and shall contact the prospective section to receive packages.
- 7. After the facility closes for the evening, the guard shall patrol the entire site to include the parking lots and adjacent buildings utilizing the "TourScan" system verifying the entire site is secure. The exterior patrol shall be conducted every hour at various times to avoid being monitored on a routine basis. Refer to Section H.3, Facilities Equipped with TourScan Stations, above.
- 8. The Guard shall keep a Daily Report in which he will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or the DeKalb-Atlanta Human Service Center's authorized personnel. Refer to Section L, Reporting, above.
- 9. The Contractor shall provide supervisory personnel to ensure that service is being adequately always performed and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of one time per eight-hour shift.
- 10. <u>Nicole Saint-Cyr</u>, **470-543-0760**, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The Lithonia Senior Center.



## CENTRAL DEKALB SENIOR CENTER

#### 1346 MCCONNELL DRIVE

The following information includes, but is not limited to, the safety and security needs and special requirements for the Central DeKalb Senior Center, 1346 McConnell Drive, Decatur, Georgia 30033. These requirements are subject to change with proper notification.

- 1. The guard is to be **ARMED**.
- 2. Hours of coverage are Monday through Friday from 8am-5:30pm.
- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift.
- **4.** The Guard shall patrol the interior of the Human Service Center and monitor the activity of the patrons during business hours.
- 5. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- **6.** The Guard shall verify any deliveries to the facility and shall contact the prospective section to receive packages.
- 7. After the facility closes for the evening, the guard shall patrol the entire site to include the parking lots and adjacent buildings utilizing the "TourScan" system verifying the entire site is secure. The exterior patrol shall be conducted every hour at various times to avoid being monitored on a routine basis. Refer to Section H.3, Facilities Equipped with TourScan Stations.
- 8. The Guard shall keep a Daily Report in which he will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or the DeKalb-Atlanta Human Service Center's authorized personnel. Refer to Section L, Reporting.
- 9. The Contractor shall provide supervisory personnel to ensure that service is being adequately always performed and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of one time per eight-hour shift.
- 10. <u>Nicole Saint-Cyr, 470-543-0760</u>, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The Central DeKalb Senior Center.



## LOU WALKER SENIOR CENTER 2538 PANOLA ROAD, STONECREAST, GA 30038

The following information includes, but is not limited to, the safety and security needs and requirements for Lou Walker Senior Center, 2538 Panola Road, Stonecrest, GA 30058. These requirements are subject to change with proper notification.

- 1. The Center will have (2) two uniformed <u>Armed</u> Security Officers.
- 2. Hours of coverage are 7 AM 7 PM, Monday through Friday.
- 3. FUNCTIONS:

## Armed Uniformed Officer #1

- a. Unlock pedestrian and main gate daily
- b. Check facility for problems including suspicious activities and/ or irregularities
- c. Switch on lights throughout the building and open classroom doors
- d. Monitor main parking lot during regular hours of operation to ensure the safety of person and property.
- e. Make hourly patrols to ensuring that no-parking areas such as fire lanes and in front of the dumpsters are not blocked.
- f. Direct visitors to overflow parking lot as needed.
- g. Perform closing routine security check to ensuring that the building is empty.
- h. Turn off lights, arm building and lock pedestrian and main gates.
- i. Oversee security for county, community and center events held at the Lou Walker Senior Center.

## **Armed Uniformed Officer #2**

- a. Greet members and visitors
- b. Maintains visitor and contractor sign-in log
- c. Ensures that members sign in at the kiosk and wear their member ID always badges
- d. Provides access to secure locations throughout the building as instructed by management
- e. Monitors security cameras
- f. Patrols the inside of the building hourly
- g. Be available to intervene with any incident if requested by the staff of the facility
- h. Complete incident reports for any incidents occurring in the center.
- i. Patrols the lower parking lot to ensure that the members, staff, visitors, and their vehicles are always secure.
- 4. <u>Ericia King (404) 308-1913</u>, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The Lou Walker Senior Center.



#### EAST CENTRAL DEKALB COMMUNITY SENIOR CENTER

#### **4885 ELAM ROAD**

The following information includes, but is not limited to, the safety and security needs and special requirements for EAST CENTRAL DEKALB COMMUNITY & SENIOR CENTER, 4885 Elam Road, Sone Mountain, GA 30083. These requirements are subject to change with proper notification.

- 11. The Guard is to be **ARMED**.
- 12. Hours of coverage are 8 AM 5 PM, Monday through Friday.
- 13. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift.
- 14. The Guard shall patrol the interior of the **East Central DeKalb Community & Senior Center's** and monitor the activity of the patrons during business hours.
- 15. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- 16. The Guard shall verify any deliveries to the facility and shall contact the prospective section to receive packages.
- 17. After the facility closes for the evening, the guard shall patrol the entire site to include the parking lots and adjacent buildings utilizing the "**TourScan**" system verifying the entire site is secure. The exterior patrol shall be conducted every hour at various times to avoid being monitored on a routine basis. Refer to Section H.3, Facilities Equipped with TourScan Stations, above.
- 18. The Guard shall keep a Daily Report in which he/she will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or the **East Central Dekalb Community & Senior Center's** authorized personnel. Refer to Section L, Reporting, above.
- 19. The Contractor shall provide supervisory personnel to ensure that service is being adequately always performed and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of two times per eight-hour shift.
- 20. <u>Nicole Saint-Cyr</u>, 404.370.7255, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The **East Central Dekalb Community Senior Center**.



## <u>PUBLIC WORKS DEPARTMENT/FLEET MAINTENANCE DIVISION</u> 3043 WARREN ROAD FACILITY AND 5350 MEMORIAL DRIVE FACILITY

The following information includes, but is not limited to, the safety and security needs and requirements for the Fleet Maintenance's 3043 Warren Road Facility and 5350 Memorial Drive Facility. These requirements are subject to change with proper notification.

- 1. The Guard shall be **Unarmed**.
- 2. The Contractor shall furnish Uniformed Security Guard service at <u>5350 Memorial Dr. Stone Mountain GA. 30083 (Fleet Management)</u>, as follows:
  - a. Weekday Hours Monday Friday 4:00 PM to 6:00AM.
  - b. Saturday 6:00 pm to Monday 6:00 am
  - c. County Holidays 24 hour shift
- 3. The Contractor shall furnish Uniformed Security Guard service at <u>3043 Warren Road</u>, <u>Decatur</u>,

GA 30034 (Fleet Management), as follows:

- a. Monday Friday, 4:00 PM to 6:00 AM
- b. Saturday 2:00 PM Monday 6:00 AM
- c. County Holidays 24-hour shift
- 4. Security Guard shall log the receiving of the building keys, and will make clock rounds once every hour both inside building and outside adjacent fences area. <u>The clock rounds will be verified using a "Tourscan" system</u>. Refer to Section H.3, Facilities Equipped with TourScan Stations.
- 5. The Facility Manager will provide the Contractor with instructions relative to agency staff and clients entering and leaving the premises and use of equipment by personnel during the hours a guard will be on duty. The Guard on duty will allow only authorized on-shift personnel to enter the premises and will only allow those to enter that are listed on his duty roster, which will be provided to him/her in writing. He/She will require identification from all employees attempting to enter the premises.
- 6. The Security Guard shall be familiar with all activities scheduled after normal business hours. The Guard coming on duty each weekday will check in with the Facility staff for such schedules immediately upon beginning his shift.
- 7. The Security Guard shall be familiar with all activities scheduled after normal business hours.
- 8. There will be a list provided to the Contractor to show who will be allowed to enter the Premises after hours. Also, there will be a cell phone provided from DeKalb County that will need to be answered by the Guard for communication and to enter the complex after answering the phone.
- 9. The Guard shall not fraternize with employees, including participating in board games, card games, etc. Television and radios shall be prohibited to the Guard while on duty.
- 10. A thorough inspection including, but not limited to windows, doors, exits, etc., shall be made and any condition needing attention shall be reported to the Facility Manager.



- 11. It is the purpose of these specifications to provide adequate security at this facility. If in the judgment of the County the services rendered are not adequate, County may authorize changes in the services rendered are not adequate, County may authorize changes in the services or locations of stations in order to provide the security needed.
- 12. In case of fire, theft, or disturbance, notify Police and/or Fire Services (phone 911), after which notify Facility Manager, Assistant Director, and Director, in accordance with scheduled list to be provided. Guard shall record any suspicious activity in the area after hours concerning people, automobiles, etc., (include automobile license numbers if possible). Guard shall submit an Incident Report of all facts and include the actions taken by security personnel to the Facility Manager. Refer to Paragraph 6, In Case of Emergency, and to Paragraph L.1.b, Incident Report, above.
- 13. The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times, and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of one time per eight hour shift and provide evidence thereof.
- 14. As far as possible, the Contractor shall rotate personnel to all positions of Security Guard, so as to learn all posts. All Security Guards shall be required to follow the work schedule and adhere to all requirements.
- 15. <u>Vernetha Halls telephone (404) 297-3281</u> is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for DeKalb County for the Fleet Maintenance Division.



## <u>DeKalb County Fire Rescue Department Headquarters Building</u> 1950 West Exchange Place, Tucker, GA 30084

The following information includes, but is not limited to, the safety and security needs and special requirements for DeKalb County Fire Rescue Department Headquarters Building, 1950 West Exchange Place, Tucker, GA 30084.

These requirements are subject to change with proper notification.

- 1. The Guard is to be **UNARMED**.
- 2. Hours of coverage are 40 hours, Monday through Friday 0830 to 1700.
- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift.
- 4. The Guard shall patrol the interior public areas of 1950 West Exchange Place and monitor the activity of the patrons during business hours.
- 5. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- 6. The Guard shall verify any deliveries to the facility and shall contact the prospective section to receive packages.
- 7. After the facility closes for the evening, the guard shall patrol all public areas of the building and both front and rear parking areas.
- 8. The Guard shall keep a Daily Report in which he/she will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Parks and Recreation, Transportation or DEMA staff. Refer to Section L, Reporting, above.
- 9. The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of two times per eight hour shift.
- 10. <u>Deputy Chief Jason Smith, telephone (404) 655-8496</u>, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for DeKalb County Fire Rescue Department Headquarters Building, 1950 West Exchange Place (Fire Rescue Headquarters).



#### **MANUEL MALOOF BUILDING**

#### 1300 COMMERCE DR

The following information includes, but is not limited to, the safety and security needs and special requirements for the Manuel Maloof Building (including the annex) located at 1300 Commerce Dr, Decatur, GA. These requirements are subject to change with proper notification.

- 1. There should be four (4) <u>UNARMED</u> guards total that service the location; three (3) guards providing coverage during scheduled hours, and one (1) additional guard providing intermittent coverage for Board of Commissioner Meetings (usually on Tuesdays)
- 2. Schedule of shift coverage is Monday through Friday:

Maloof Building: 1 Position/Shift 0700 hrs to 2000 hrs Maloof Building: 1 Position/Shift 0830 hrs to 1700 hrs Maloof Annex: 1 Position/Shift 0800 hrs to 2000 hrs

Intermittent schedule of coverage for BOC meetings is Tuesday (or as-scheduled): Maloof Annex: 1 Guard 0800 hrs to 1600 hrs (or until dismissed/meetings

adjourned)

- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift. The cell phone shall be provided to the guard in the Maloof Building lobby stationed at the main reception counter.
- 4. The Guards shall be available to intervene with any incident if requested by the staff of the facility.
- 5. The Guards shall direct and escort if needed any deliveries to the facility to the mailroom or proper Department within the building.
- 6. The Guards shall direct and escort if needed any visitors to the proper Department or Office within the building.
- 7. One (1) Guard shall post at the Maloof Building ground floor lobby and staff the x-ray machine and walkthrough metal detectors to monitor and screen persons entering; where needed, the guard shall conduct additional screening with a hand held wand metal detector. This position shall be staffed from 0830 hrs until 1700 hrs (building's hours of operation open to the public).
- 8. One (1) Guard shall post at the Maloof Building ground floor lobby and staff the main reception counter/desk and monitor visitors to ensure they sign-in, direct visitors, and escort visitors if needed. This Guard shall also assist the onsite Police Officer with monitoring the building video surveillance system; when the Police Officer is away from his post, this Guard shall receive call requests to open the rear lot control gate. Asneeded, Guard shall also assist the Guard posted at the x-ray machine and walkthrough metal detectors to monitor and screen persons entering; where needed, the guard shall conduct additional screening with a hand held wand metal detector. This position shall



- also unlock the employee only entrance on the west side of the building each morning upon arrival. This position shall be staffed from 0700 hrs until 2000 hrs.
- 9. One (1) Guard shall post in the Maloof Annex lobby and staff the x-ray machine and walkthrough metal detectors to monitor and screen persons entering; where needed, the guard shall conduct additional screening with a hand held wand metal detector. This position shall be staffed from 0800 hrs until 2000 hrs.
- 10. One (1) Guard shall post in the Maloof Annex lobby on Tuesdays (or day of meeting if it is rescheduled to a different day of the week) to assist with the screening process for Board of Commissioner meetings and remain until dismissed or the meetings have adjourned. After the Board of Commissioner meeting, this Guard shall assist with directing visitors from the annex into the Maloof Building and to respective areas for additional Committee meetings and remain until no longer needed. Guard shall staff the x-ray machine and walkthrough metal detectors to monitor and screen persons entering; where needed, the guard shall conduct additional screening with a hand held wand metal detector.
- 11. The Guards shall keep a Daily Report in which he/she will make an entry describing events that have transpired during the shift. The Guard shall also report any unsatisfactory condition(s) to be conveyed to the designated County Point-of-Contact and included in submitted reporting (Weekly, Monthly reports, etc.) to the Contract Manager and Purchasing and Contracts.
- 12. The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check each Guard on duty on a daily basis a minimum of 1 time per Guard per shift.
- 13. <u>Contract Manager (currently Lt M.S. Armistead) is the designated County and</u> Departmental Point-of-Contact for the Maloof Building, telephone: 404.557.7993.



## POLICE HEADQUARTERS BUILDING 1960 W EXCHANGE PLACE

The following information includes, but is not limited to, the safety and security needs and special requirements for the Police Headquarters Building located at 1960 W Exchange Pl, Tucker, GA. These requirements are subject to change with proper notification.

- 5. There should be one (1) guard **UNARMED.**
- 6. Schedule of coverage is Monday through Friday (excluding County holidays), 0900 hrs to 1700 hrs
- 7. The Guard shall post at the ground floor lobby and staff the walkthrough metal detectors to monitor and screen persons entering; where needed, the guard shall conduct additional screening with a hand held wand metal detector.
- 8. The Guard shall be available to assist with any incident if requested by the staff of the facility.
- 9. The Guard shall direct any deliveries to the facility for County personnel to the proper location or office within the building.
- 10. The Guard shall sign vendor service requests when needed at times when a contractor or vendor performs general service that needs a signature of verification of completion.

  The Guard shall be expected to sign only to confirm the listed service was performed.
- 11. The Guard shall check designated areas and ensure access is available before the building opens to the public; if the public entrance doors fail to unlock automatically as scheduled, Guard shall notify designated personnel.
- 12. The Guard shall ensure the public entrance doors lock automatically and that the main entrance is secure from public or general access when the building closes.
- 13. The Guard shall keep a Daily Report in which he/she will make an entry describing events that have transpired during the shift. The Guard shall also report any unsatisfactory condition(s) to be conveyed to the designated County Point-of-Contact and included in submitted reporting (Weekly, Monthly reports, etc.) to the Contract Manager and Purchasing and Contracts.
- 14. The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty on a daily basis a minimum of 1 time per Guard per shift.
- 15. Contract Manager (currently Lt M.S. Armistead) is the designated County and Departmental Point-of-Contact for the Police Headquarters Building, telephone number: 404.557.7993.



### MEMORIAL DRIVE GOVERNMENT COMPLEX (DAY SHIFT SECURITY) 4380 MEMORIAL DRIVE

The following information includes, but is not limited to, the safety and security needs for Memorial Drive Government Complex, 4380 Memorial Drive, day shift. This request is separate from the Tax Commissioner's request. These requirements are subject to change with proper notification.

- 1. The Guard is to be **UNARMED.**
- 2. Hours of coverage are Monday through Friday from 7:30am to 3:30pm. No coverage will be needed on County Holidays.
- 3. The Guard will be given a contact to report emergencies and issues.
- 4. The Guard shall be stationed at the desk near the entrance of the Northern Avenue side of the complex and patrol the interior of the complex hourly.
- 5. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- 6. The Guard shall keep a Daily Report in which he/she will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or the Memorial Drive Government Complex's authorized personnel.
- 7. The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard periodically throughout their daily shift.
- 8. <u>Keisha L. Smith, telephone (404) 298-4041</u>, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for Memorial Drive Government Complex day shift security.



#### Shirley A. Trussell Building

#### 178 Sams Street

The following information includes, but is not limited to, the safety and security needs and special requirements for the Shirley A. Trussell Building located at 178 Sams Street, Decatur, GA. These requirements are subject to change with proper notification.

- 1. There should be four (4) <u>UNARMED</u> guards total that service the location; providing coverage during scheduled hours, and 3 **Armed** guards providing coverage during the scheduled hours.
- 2. Schedule of shift coverage is Monday through Friday:

#### **Unarmed:**

0600-1400 0700-1600

0800-1700

0800-1700

#### Armed:

0700-1700

0700-1900

0830-1700

- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift. The cell phone shall be provided to the guard in the Maloof Building lobby stationed at the main reception counter.
- 4. The Guards shall be available to intervene with any incident if requested by the staff of the facility.
- 5. The Guards shall direct and escort if needed any deliveries to the facility to the mailroom or proper Department within the building.
- 6. The Guards shall direct and escort if needed any visitors to the proper Department or Office within the building.
- 7. Two (2) unarmed and One (1) armed shall post at the employee entrance on the ground floor. The guards shall monitor the metal detectors and persons entering the building to ensure they are employees and do not have any weapons.
- 8. Two (2) unarmed and (1) armed shall post at the public entrance on the ground floor. The guards shall monitor persons entering the building for weapons as they pass through the metal detector.
- 9. One (1) armed guard shall post in the area designated by Code Compliance and monitor citizens and intervene in any incident if requested by staff.



- 10. The Guards shall keep a Daily Report in which he/she will make an entry describing events that have transpired during the shift. The Guard shall also report any unsatisfactory condition(s) to be conveyed to the designated County Point-of-Contact and included in submitted reporting (Weekly, Monthly reports, etc.) to the Contract Manager and Purchasing and Contracts.
- 11. The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check each Guard on duty on a daily basis a minimum of 1 time per Guard per shift.
- 12. <u>Contract Manager (currently Lt M.S. Armistead) is the designated County and</u> Departmental Point-of-Contact, telephone: 404.557.7993.



### <u>DEKALB CODE COMPLIANCE ADMINISTRATION</u> 180 Sams Street Suite B0-100

The following information includes, but is not limited to, the safety and security needs and special requirements for DeKalb- Code Compliance Administration, 180 Sams Street Suite B0-100 Decatur, GA 30030. These requirements are subject to change with proper notification.

- 1. The Guard is to be **ARMED.**
- 2. Hours of coverage are 7 a.m.-5:30 p.m., Monday through Friday.
- 3. The Contractor shall furnish a cell phone and provide the number to the facility staff for use during an emergency. The cell phone shall not be used for personal calls during the shift.
- 4. The Guard shall patrol the interior and exterior of the Code Compliance Building and monitor the activity of the visitors during business hours.
- 5. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- 6. The Guard shall verify any deliveries to the facility and shall contact the prospective section to receive packages.
- 7. After the facility closes for the evening, the guard shall patrol the entire site to include the parking lots and adjacent buildings utilizing the "tourscan" system verifying the entire site is secure. The exterior patrol shall be conducted every hour at various times to avoid being monitored on a routine basis. Refer to Section H.3, Facilities Equipped with TourScan Stations, above.
- 8. The Guard shall keep a Daily Report in which he/she will make an entry describing events that have transpired during the shift. As well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or the DeKalb-Code Compliance's authorized personnel. Refer to Section L, Reporting, above.
- 9. The Contractor shall provide supervisory personnel to ensure that service is being adequately performed at all times and a telephone number at which the supervisor may be reached. The Contractor must have a supervisor physically check the Guard on duty a minimum of two times per eight-hour shift.
- 10. <u>Tonza Clark, telephone (404) 371-6379 or (404) 227-8007</u>, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for The DeKalb-Code Compliance Administration.



#### **WATERSHED MANAGEMENT DIVISION**

### ROADHAVEN FACILITY, SCOTT CANDLER FILTER PLANT ANDSNAPFINGER ADVANCED WATER TREATMENT FACILITY

The following information includes, but is not limited to, the Safety and Security Needs and Requirements for the Watershed Management Division, Roadhaven Facility, 1580 Roadhaven Dr. Stone Mountain, GA 30083, Scott Candler Filter Plant, 4830 Winters Chapel Road, Atlanta, GA 30360 and Snapfinger Advanced Water Treatment Facility, 4224 Flakes Mill Road, Decatur, GA. These requirements are subject to change with proper notification.

- 1. The Guards are to be **Unarmed**.
- 2. Hours of Coverage are:
  - A. Roadhaven Hours: 24 hours a day, in shifts running 6:30 AM -2:30 PM (Guard 1 and Guard 2) 7:00 AM to 3:00 PM (Guard 3 and Guard 4), 2:30 PM 10:30 PM (Guard 5 and Guard 6), 3:00 PM to 11:00 PM (Guard 7 and Guard 8), 10:30 PM 6:30 AM (Guard 9 and 10) and 11:00 PM to 7:00 AM (Guard 11 and Guard 12) Monday thru Sunday.
    - Holidays: 24 hours in shifts Weekends: 24 hours in shifts.
  - B. Scott Candler Hours: 24 hours Rover Patrol, 16 hours Booth Guard (6:00 AM to 10:00 PM, Monday thru Friday.
  - C. Snapfinger Hours: 6:00 AM to 2:00 PM, (0600 1400) Monday thru Friday;
  - D. 178 Sams Street Building B, Armed Security 7:00 am- 7:00 pm Monday-Friday.
- 3. During the initial two weeks of the contract, a supervisor must work with each shift to ensure compliance. Supervisors will be required to make post inspections in person a minimum of two (2) times per eight (8) hour shift (a telephone call is not sufficient); and submit post inspection reports to authorized County agent for submission to Department Head. A Lead Supervisor is required for the 2<sup>nd</sup> and 3<sup>rd</sup> shifts at the Roadhaven location.
- 4. Guard shall log the receiving of the patrolling system, and will make clock rounds each hour at various times. Each hour's rounds should never be the same time. Watershed Management will provide written special post orders to the guard on duty as needed
- 5. Guard shall make a mounted round each hour in addition to and separate from the walking round. During the mounted round, the Guard shall drive a vehicle supplied by the vendor equipped with a searchlight and inspect the equipment yard and perimeter to the Roadhaven Facility. There are two (2) facilities that Tour scan equipped and have over 20+ points that will need to be accessed during the shifts as required.
- 6. Guard shall make a telephone/radio check with the Guard's Office after each round is completed. Evidence of Guard's radio/telephone checks with Guard's superiors shall be provided to the Watershed Management weekly.
- 7. No vendors will be allowed to make pick-ups or deliveries after the normal day shift, Monday Friday, 9:00 AM 3:30 PM, unless otherwise notified by County agent. Guard shall ask for a list of day shift County personnel that are still in the field working



and ensure that County personnel are able to get into the building to clock out when going off duty.

- 8. Guard shall ensure that no visitors or family members visit with on-duty personnel. Guard shall make sure that absolutely nothing is transferred, exchanged, or given to anyone including off- duty personnel by those personnel on duty. There shall be no exceptions to this policy. Each time crew vehicles enter the yard; the gate shall be locked behind them. Guard shall note the following information on the Daily Report to be provided to the Facility Manager:
  - list all vehicles entering and exiting premises (numbers and descriptions, name(s), reason for entry, and the time of movement.
  - the date and time the item was removed
  - the location or vehicle from which the item was removed
  - a description of the item (including an amount)
  - the reason described item was removed
  - a description of the location or vehicle from which the item was removed, including address of job in which it would be used as well as who removed it (all names of employees) and the vehicle they were driving (numbers and descriptions).
- 9. Guard shall keep a daily report in which Guard shall make an entry describing events that have transpired during the shift, as well as reporting any unsatisfactory condition(s), such condition(s) shall be remedied immediately by notifying Police, Fire Services, Emergency Medical Service, or Watershed Management authorized personnel.
- **10.** Guard shall follow standard operating procedures posted in each guard shack to ensure that certain lights are on for security purposes.
- 11. Guard shall be most visible outside during peak hours where employees are arriving and leaving. Guard shall escort staff to vehicle when requested.
- 12. The Guard shall be available to intervene with any incident if requested by the staff of the facility.
- 13. A thorough inspection including, but not limited to windows, doors, exits, etc., shall be made and any condition needing attention shall be reported to the Facility Manager.
- 14. In case of a false alarm, notify authorized personnel listed for emergency after turning off the alarm. Guard shall complete and sign the Incident Report and submit to the Facility Manager no later than the beginning of his/her shift the next day.
- 15. As soon as possible, the Contractor shall rotate security guard personnel to the Roadhaven, Snapfinger and Scott Candler facilities, to learn all posts. All Security Guards shall be required to follow the work schedule and adhere to all requirements.
- 16. It is the purpose of these specifications to provide adequate security at the Roadhaven, Snapfinger and Scott Candler facilities. If in the judgment of the County the services

- rendered are not adequate, it may authorize changes in the services or locations of stations to provide the security needed.
- 17. Safety Security and Facilities Operations Manager Ozell Hayes, telephone (404) 769 3463 Is the designated contact person who will oversee all security operations for the Department of Watershed Management for DeKalb County, to include all operational features of the contract. If Mr. Hayes cannot be reached, contact designated Security Administrator Takiah Riggins, 678.365.6776 or Safety Administrator Portia Gyamfi, 678.758.7729.



#### REQUIREMENTS FOR ADDITIONAL LOCATIONS

Additional County locations may be added to the contract as deemed necessary. For each additional location that is designated by the County requiring Security Guard coverage and that is <u>not specifically outlined in this document</u>, written instructions will be given to Contractor by the Project Manager when setting up additional locations. The same hourly rates outlined in the Contract will apply.

These instructions will include, but not be limited to:

- 1. Facility Name
- 2. Location
- 3. Number of Guards Required
- 4. Type of Guards Required (armed or unarmed)
- 5. Time Period Required (days, weeks, or months), if known
- 6. Daily Hours



#### III. PROPOSAL FORMAT

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

#### A. Cost Proposal

- 1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 23-500649 for Uniformed Security Guard 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 DISCS CONTAINING THE TECHNICAL PROPOSAL.

- 1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 23-500649 for Uniformed Security Guard Services" on the outside of each envelope or box.
- 2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
- 3. Technical Approach:
  - a. Responders are required to describe the policies, procedures and methods necessary to successfully protect life and property;
  - b. Responders are required to provide information that include a complete description of training for personnel/employees. Description of training shall include, but not limited to, a) initial training, b) specific training, and c) on-going training. Description of training shall include the orderly and proper use of firearms; and



#### 4. Project Management:

- a. Describe how the project will be organized and managed;
- b. Provide/describe ability to fully staff this project;
- c. Provide copies of samples of daily, monthly, annual and incident reporting procedures for the project;
- d. Provide a Transition and Continuity of Service Plan for expiration of contract;
- e. Include the anticipated use of subcontractors or vendors; and
- f. Describe the resources necessary to accomplish the purpose of the project.

#### 5. Personnel:

- a. Provide a roster of current trained guards and identify as armed or unarmed for security officers that may be utilized for this contract;
- b. Include any outside personnel, such as subcontractors;
- c. Provide detailed resumes of management/supervisors and subcontractors who will be directly working on the project; and
- d. Describe Responder's training for personnel/employees.

#### 6. Organizational Qualifications:

- a. Describe Responder's experience, capabilities and other qualifications for this project;
- b. Detail Responder's good standing with the Georgia Board of Private Detectives and Private Security Agencies
- c. Provide proof of licensing and bonding with the State of Georgia Private Detectives and Private Security Agencies
- d. Provide a copy of the Responder's Business License?
- e. How many years has Responder operated under current company name?
- f. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
- 7. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Financial Documents must be provided in the response, no links will be accepted.
  - b. Provide year of incorporation (if applicable).

#### 8. References:

- a. Responder shall provide five (5) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
- b. Provide three (3) references for each LSBE subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the LSBE subcontractor on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, LSBE Subcontractor Reference and Release Form. Make additional copies as needed.
- 9. Provide the following information: Are you a DeKalb County Firm? Yes/No.



#### C. DeKalb First Ordinance

- 1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <a href="http://www.dekalbcountyga.gov/purchasing/">http://www.dekalbcountyga.gov/purchasing/</a>.
- 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 <a href="https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program">https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program</a>.
- 3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

# CI. 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 H, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

#### IV. CRITERIA FOR EVALUATION

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

- A. Cost (5 points)
- **B.** Technical Approach to the Project (25 points)
- C. Project Management (10 points)
- **D.** Personnel (10 points)
- E. Organizational Qualifications (25 points)
- **F.** Financial Responsibility (10 points)
- **G.** References (5 points)
- **H.** Local Small Business Enterprise Participation (10 points)
- I. Optional Interview (10 points) bonus



#### V. CONTRACT ADMINISTRATION

#### A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment H), 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 hard copy Technical Proposal stamped "Original" and an identical Copy on one (1) flash drive of the Technical Proposal (do not include the Cost Proposal on the flash drive); and one (1) original Cost Proposal in a separate, sealed envelope (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 September 21, 2023.

DeKalb County Department of Purchasing and Contracting

The Maloof Center, 2<sup>nd</sup> Floor

1300 Commerce Drive

Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 23-500649 for Uniformed Security Guard Services" on the outside of the envelope(s) or box(es).

C. 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.

#### D. Mandatory Pre-Proposal Conference and Site Visit(s)

A pre-proposal conference and site visits will be held beginning at 11:00 a.m. on September 5, 2023. A Total four four Mandatory Site Visits. Interested responders are **required** to attend and participate in the pre-proposal conference and site visits. For information regarding the pre-proposal conference and site visit, please contact Jennifer Schofield, NIGP-CPP at 404.687.4042 or jjschofield@dekalbcountyga.gov.



Site visits will be conducted at the following locations at the days and times prescribed below ONLY. Failure to attend these Mandatory Meetings will result in your proposal being deemed non-responsive. All other locations can be visited at your convenience.

- 11:00 AM Scott Candler Filter Plant 4380 Winters Chapel Road, Atlanta, GA 30360
- 12:45 PM Roadhaven Facility 1580 Roadhaven Drive, Stone Mountain, GA 30083
- 2:30 PM Seminole Road Landfill 4203 Clevemont Road, Ellenwood, GA 30294
- 3:45 PM Snapfinger Water Treatment Facility 4224 Flakes Mill Rd, Decatur, GA 30034

#### **D.** Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted in writing to Jennifer Schofield, Senior Procurement Agent, via email to <a href="mailto:jischofield@dekalbcountyga.gov">jischofield@dekalbcountyga.gov</a>, no later than close of business **September 8, 2023.** Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

#### E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Jennifer Schofield, NIGP-CPP, Senior Procurement Agent at 404.687.4042 or send an email to <a href="mailto:jjschofield@dekalbcountyga.gov">jjschofield@dekalbcountyga.gov</a> to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <a href="https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps">https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps</a>.

#### F. Proposal Duration

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

#### G. Project Director/Contract Manager

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

#### H. Expenses of Preparing Responses to this RFP

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



#### I. Georgia Open Records Act

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

#### J. First Source Jobs Ordinance

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

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

#### K. Business License

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

#### L. Ethics Rules

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

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance

Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract. See Ethics Rules included attached as **Exhibit I – Ethics Policy.** 

#### 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. DeKalb County, Georgia's Title VI Policy Statement

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

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

#### O. Cooperative Agreement

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



#### VI. AWARD OF CONTRACT

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

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

Highest Responder Score – Interview Points = Short Listed Score Example: 91 - 10 = 81. Any responder with a score of 81 or greater would be interviewed.

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,

Jennifer Schofield

Jennifer Schofield, NIGP-CPP Senior Procurement Agent Department of Purchasing and Contracting

#### **List of Attachments:**

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



#### **ATTACHMENT A**

#### **COST PROPOSAL FORM**

(consisting of 4 pages)

#### 23-500649, UNIFORMED SECURITY GUARD 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. 23-500649, Uniformed Security Guard 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

	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
Location	No. of Guards	Estimated Hours	Billed Hourly Rate	(B*C=D) Extended Cost	Billed Holiday Rate	Holiday Estimated Hours	(E*F=G) Holiday Extended Cost	(D+G=H) Totals
Armed Security Guard Services								
DeKalb-Atlanta Human Service Center								
30 Warren St SE, Atlanta	1	3,000						
DeKalb Atlanta Senior Center -								
25 Warren St SE, Atlanta	1	2,250						
Lou Walker Senior Center -								
2538 Panola Road, Stonecrest	2	6,000						
Code Enforcement Building -								
180 Sams Street; Suite B0100	1	2,625						
WorkSource DeKalb -								
774 Jordan Lane, Bldg 4, Decatur	2	6,500						
UCO - 774 Jordan Lane, Suite 200, Decatur	1	3,250						
South DeKalb Senior Center								
1931 Candler Road, Decatur	2	4,250						
North DeKalb Senior Center								
3393 Malone Drive, Chamblee	1	2,375						
East DeKalb Senior Center								
2449 Bruce Street, Lithonia	1	2,375						
Central DeKalb Senior Center								
1346 McConnell Drive, Decatur	1	2,375						
East Central DeKalb Senior Center 4885								
Elam Road, Stone Mtn	1	2,250						
Tax Commissioner/Motor Vehicle Tag								
Office								
4380 Memorial Drive	1	2,500						
Shirley A. Trussell								
178 Sams Street	3	7,625						
Shirley A. Trussell - Watershed Mgmt								
178 Sams Street	1	3,000						
Armed Security Guards Totals	19	50,375						

	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
Location	No. of Guards	Estimated Hours	Billed Hourly Rate	(B*C=D) Extended Cost	Billed Holiday Rate	Holiday Estimated Hours	(E*F=G) Holiday Extended Cost	(D+G=H) Totals
Unarmed Security Guard Services								
Watershed - Roadhaven Facility -								
1580 Roadhaven Dr., Stone Mtn.	12	100,800				3168		
Scott Candler Filter Plant -								
4830 Winters Chapel Rd., Atlanta	6	7,500						
Snapfinger AWTF -		,						
4224 Flakes Mill Rd, Decatur	1	2,000						
Tax Commissioner's Office		-						
4380 Memorial Drive, Stone Mtn	1	1,560						
Seminole Landfill -	_							
4203 Clevemont Rd, Ellenwood	1	2,250				264		
Fleet Management -						20.		
5350 Memorial Dr., Stone Mtn.	1	5,564				264		
Fleet Management -		,						
3043 Warren Rd., Decatur	1	5,764				264		
Tax Commissioner/Motor Vehicle Tag		,						
Office - 4380 Memorial Dr, Stone	1	2,500						
DeKalb County Fire Rescue HQ -								
1950 West Exchange, Tucker	1	2,000						
DeKalb County Police HQ -		-						
1960 West Exchange, Tucker	1	2,000						
Voter's Registration -								
4380 Memorial Dr., Stone Mtn.	1	2,000						
Maloof Administration Building								
1300 Commerce Drive, Decatur	4	8,775						
DeKalb-Atlanta Human Service Center								
30 Warren Street, Atlanta	1	3,000						
Shirley A. Trussell								
178 Sams Street	4	8,750						
Chinley A. Toyonall, Markey-level and A.								
Shirley A. Trussell - Watershed Mgmt	4	0.750						
178 Sams Street	4	8,750						
Unarmed Security Guards Totals	40	163,213				3,960		
GRAND TOTALS	59	213,588				3,960		



II. State a MAXIMUM ANNUAL PERCENTAGE INC BILLED HOURLY RATE for ANNUAL renewals.	CREASE in the			
Annual Percentage Increase shall be based on but not exceed the Consumer Price Index (CPI) for large urban areas in the southeast and is not to exceed four (4%) for each year.				
Maximum Annual Percentage Increase for Year 2				
Maximum Annual Percentage Increase for Year 3				
Maximum Annual Percentage Increase for Year 4	%			
Maximum Annual Percentage Increase for Year 5	%			



#### ATTACHMENT B

#### PROPOSAL COVER SHEET

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

Please complete and include this cover sheet with your technical proposal.				
Company Name		Federal	Tax ID#	
Complete Primary Address	County	City	Zip Code	
Mailing Address (if different)	City	State	Zip Code	
Contact Person Name and Title	Telephone Number (include area code)			
Email Address	Fax Num	ber (include a	area code)	
Company Website Address	Type of C	Organization (	(check one)	
	☐ Corpor	ration □ Jo torship □G	oint Venture overnment	
Proposals for 23-500649, Uniformed Security Guard Services described herein will be received in the Purchasing & Contracting Department, Room 2 <sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on September 21. 2023 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 C CONTRACTOR REFERENCE AND RELEASE FORM

List at least five (5) 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 P	eriod			
Contact Person Name and Title	Telephone	Number (in	nclude area code)		
Complete Primary Address	City	State	Zip Code		
Email Address	Fax Numb	er (include a	rea code)		
Project Name					
Company Name	Contract P	eriod			
Contact Person Name and Title	Telephone	Number (in	nclude area code)		
Complete Primary Address	City	State	Zip Code		
Email Address	Fax Numb	Fax Number (include area code)			
Project Name					
Company Name	Contract P	eriod			
Contact Person Name and Title	Telephone	Number (in	nclude area code)		
Complete Primary Address	City	State	Zip Code		
Email Address	Fax Numb	er (include a	rea code)		
Project Name					
REFERENCE CHE You are authorized to contact the references pro	CCK RELEASE STATI  ovided above for purpose				
Signed	Title				
Signed(Authorized Signature of Proposer)					
Company Name	Date				



# ATTACHMENT C (cont'd) CONTRACTOR REFERENCE AND RELEASE FORM

List at least five (5) 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	e Number (ir	nclude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Numb	ber (include a	rea code)
Project Name			
Company Name	Contract I	Period	
Contact Person Name and Title	Telephone Number (include area code		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Numb	ber (include a	rea code)
Project Name			
REFERENCE CHECK F			
You are authorized to contact the references provided			
Signed(Authorized Signature of Proposer)	Title		
Company Name	Date		

# ATTACHMENT D LSBE SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

Company Name	Contract P	Period	
Contact Person Name and Title	Telephone	Number (in	iclude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Numb	per (include a	rea code)
Project Name			
Company Name	Contract P	Period	
Contact Person Name and Title	Telephone	Number (in	clude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Numb	per (include a	rea code)
Project Name	l		
Company Name	Contract P	Period	
Contact Person Name and Title	Telephone	Number (in	clude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Numb	per (include a	rea code)
Project Name			
REFERENCE CHEC			
Signed(Authorized Signature of LSBE)	Title		
(Authorized Signature of LSBE)  Company Name			
Company Manie	Date		



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

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals
	(RFP)
LSBE Within DeKalb (LSBE-	Ten (10) Preference
DeKalb)	Points
LSBE Outside DeKalb (LSBE-	Five (5) Preference Points
MSA)	
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 <a href="http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting">http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting</a> or obtained from the Special Projects LSBE Program team.

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

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

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



#### **EXHIBIT A**

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

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

PRIN BIDI	ME DER/PROPOSER						
	ICITATION NUMBER: <u>23-500649</u> E OF UNIT OF WORK <u>Uniformed Security Gu</u>	ard Services					
1.	My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply): LSBE-DeKalbLSBE-MSA						
2.	If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly:						
3.	If the prime bidder/proposer is a joint venture, please describe below the nature of the venture and level of work and percentage of participation to be provided by the LSBE-De or MSA joint venture firm.						
4.	List the LSBE-DeKalb or MSA subcontractors as in of this contract, if awarded. No changes calculate without the prior written approval of the Countall certified LSBEs describing the work, material and/or provided and the agreed upon percentage form is attached hereto as "Exhibit B".	in be made in the subcontractors listed below by. Please attach a signed letter of intent from trials, equipment or services to be performed					
	Name of Company						
	Address						
	Telephone						
	Fax						
	Contact Person						
	Indicate certification status and attach proof						
	of certification:						
	LSBE-DeKalb/LSBE-MSA  Description of services to be performed						
	Percentage of work to be performed						



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

Please attach additional pages, if necessary.



#### **EXHIBIT A, CONT'D**

## DEKALB COUNTY CHECKLIST FOR GOOD FAITH EFFORTS

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

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

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




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



#### EXHIBIT A, CONT'D

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

#### **Bidder/Proposer Statement of Compliance**

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

#### 1. **Non-Discrimination Policy**

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



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

#### 2. Commitment

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

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

#### **EXHIBIT B**

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

Instructions:	
mon actions.	

1. Complete the form in its entirety and			
2. Attach a copy of the LSBE's current	vand Ceruncation Letter.		
То:			
(Name of Prime Contractor Firm)			
From:	<u>Υ LSBE –DeKalb</u>	Υ LSBE –	
MSA (Name of Subcontractor Firm)		(Check all that apply)	
RFP Number: <u>23-500649</u>		_	
Project Name: <u>Uniformed Security Gu</u>	ard Services		
The undersigned subcontractor is prepare materials or services in connection with t items, materials, or services to be perform	he above project (specify in detail partic		
Description of Materials or Services	Project/Task Assignment	% of Contract Award	
Prime Contractor	Sub-contractor		
Signature:	Signature:		
Title:	Title:		
Date:	Date:		



#### **WorkSource DeKalb – Standard Operating Procedures – Business Solutions Unit**



#### **ATTACHMENT F**

#### D. FIRST SOURCE ACKNOWLEDGEMENT FORM

#### First Source Jobs Ordinance Acknowledgement

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

#### CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)
Contractor or Beneficiary Name (Printed)
Title
Telephone
Email
Name of Business
Please answer the following questions:
1. How many job openings do you anticipate filling related to this contract?
2. How many incumbents/existing employees will retain jobs due to this contract?  DeKalb Residents: Non-DeKalb Residents:
3. How many work hours per week constitutes Full Time employment?

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



#### WorkSource DeKalb - Standard Operating Procedures - Business Solutions Unit



#### E. NEW EMPLOYEE TRACKING FORM

Name of Bidder		
Address		
E- Mail		
Phone Number		
Fax Number		
Do you anticipate hiring from the	First Source Candi	date Registry? Y or N (Circle one)
If so, the approximate number of empl		iring:
Type of Position(s) you anticipate hiring:  (List position title, one position per line)	The number you anticipate hiring:	Timeline
Attach job description per job title:		

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



#### WorkSource DeKalb - Standard Operating Procedures - Business Solutions Unit



#### F. 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?
JOB DESCRIPTION: (Please include a copy of the Job	b Description)
POSITION TITLE:	
NUMBER OF POSITIONS AVAILABLE:	TARGET START DATE:
WEEKLY WORK HOURS: 20-30 hours □	30-40 hours  Other
SALARY RATE (OR RANGE):	SPECIFIC WORK SCHEDULE:
PERM ☐ TEMP ☐ TEMP-TO-PERM	□ SEASONAL □
PUBLIC TRANSPORTATION ACCESSIBILITY:	YES \( \square\) NO \( \square\)
SCREENINGS ARE REQUIRED: YES \( \square\) NO	☐ SELECT ALL THAT APPLY:
☐ CREDIT CHECK ☐ DRUG ☐ MVR ☐	BACKGROUND
HOW TO APPLY:	
Please return form to: fkadkins@dekalbcountyg	
DO NOT WRITE BELOW THIS LINE - TO BE	COMPLETED BY WORKSOURCE DEKALB ONLY
TYPE:  First Source Direct Hire	Work Experience (WEX)  SYSTEM ENTRY DATE:
ASSIGNED TO:	DATE:

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



## WorkSource DeKalb - Standard Operating Procedures - Business Solutions Unit



## G. EMPLOYMENT ROSTER DeKalb County

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

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



## ATTACHMENT G

## RESPONDER AFFIDAVIT

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

Responder's Name	Federal Work Authorization Enrollment Date
BY: Authorized Officer or Agent	
Title of Authorized Officer or Agent of Bidder	Identification Number
Printed Name of Authorized Officer or Agent	
Address (*do not include a post office box)	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
, DAY OF, 20	
Notary Public My Commission Expires:	



# ATTACHMENT H SAMPLE COUNTY CONTRACT



## AGREEMENT FOR PROFESSIONAL SERVICES

## **DEKALB COUNTY, GEORGIA**

THIS AGREEMENT made as of this	day of, 20, (hereinafter called the
"execution date") by and between DEKALB CC	UNTY, 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 "Contract	ctor"), shall constitute the terms and conditions under
which the Contractor shall provide	in DeKalb County, Georgia.
WITNESSETH: That for and in consider	eration of the mutual covenants and agreements herein
set forth, the County and the Contractor hereby	agree as follows:

## **ARTICLE I. CONTRACT TERM**

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

## ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of \_\_\_\_\_ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice. Invoice(s) must be submitted as follows:

A.	Original invoice(s) must be submitted to:
	DeKalb County, Georgia
	Attention: "USER DEPARTMENT"

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at <a href="www.dekalblsbe.info">www.dekalblsbe.info</a>. 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 <a href="www.dekalblsbe.info">www.dekalblsbe.info</a>

## ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all	services in accordance with the County's
Request for Proposals (RFP) No. XX-XXXXXX for	, 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	ce.

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, 2<sup>nd</sup> Floor
1300 Commerce Drive
Decatur, Georgia 30030

- 5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of



- insurance in no way limits the liability of the Contractor.
- 9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- 10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- J. Georgia Laws Govern The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.
- K. <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:

With a copy to:

With a copy to:

If to the Contractor:

y to the Contractor's authorized repreted. Such notices will be addressed as
Chief Executive Officer 1300 Commerce Drive, 6 <sup>th</sup> Floor Decatur, GA 30030
and
Executive Assistant 1300 Commerce Drive Decatur, Georgia 30030
Acting Chief Procurement Officer 1300 Commerce Drive, 2 <sup>nd</sup> Floor Decatur, Georgia 30030
Director of the Finance Department 1300 Commerce Drive Decatur, Georgia 30030

- V. <u>Counterparts</u> 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:** Department Director County Attorney Signature

O
DeKalb Count

County Attorney Name (Typed or Printed)

## ATTACHMENT I

## **ETHICS POLICY**





## Office of Interim Chief Executive Officer

DeKalb County, Georgia

Lee N. May Interim CEO

## Executive Order No. 2014-4 New Ethics Policy

WHEREAS, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

WHEREAS, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

**WHEREAS**, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

**WHEREAS,** reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

WHEREAS, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

**WHEREAS**, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

**NOW THEREFORE**, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:



## Section 1: Scope of this Order and Reminder of Existing Rules

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees"). CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

## Section 2: New Ethical Rules for CEO Merit-Exempt Employees

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Organizational Act and the applicable provisions 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. Gifts. A CEO merit-exempt employee may accept gifts<sup>2</sup> from an Interested Source<sup>3</sup>, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source



<sup>&</sup>lt;sup>1</sup>This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

campaign contributions and donations are regulated by applicable state and federal law.

<sup>2</sup> "Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. Meals. CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel*. CEO merit-exempt employees may accept "reasonable hosting expenses" from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County's contract or falls within the exception for gifts of travel to the County.
- c. Tickets. CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria*. CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. Awards, other exceptions. CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

## Section 3: Chief Executive Officer

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

June 24, 2014

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<sup>&</sup>lt;sup>3</sup> "Interested Source" means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

## **Section 4: Training**

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

## Section 5: Contractors and CEO-sponsored events

- Contractors. To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order 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 either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
- 2. CEO-sponsored events. No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship<sup>4</sup> from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

## Section 6: Support of the Ethics Board of DeKalb County

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and



<sup>&</sup>lt;sup>4</sup> A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

- enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;
- 2. Meeting with and supporting the Ethics Board as necessary;
- Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
- 4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
- 5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
- 6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
- Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
- 8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
- Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
- 10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

## **Section 7: Comprehensive and Updated Ethical Rules**

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.



## **Section 8: Compliance and Effective Date**

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this \_\_\_\_\_\_\_

LEE N. MAY

Interim Chief Executive Officer

Clerk to the Chief Executive Officer and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.

RFP 23-500649, Uniformed Security Guard Services