

## DeKalb County Department of Purchasing and Contracting

#### September 30, 2019

# **REQUEST FOR PROPOSALS (RFP) NO. 19-500530**

FOR

# EMPLOYEE HEALTH AND BENEFITS CONSULTING SERVICES (Multi-year Contract)

Procurement Agent: Phone: Email: Michele L. Smith (404) 371-6378 MLSmith1@dekalbcountyga.gov

Meeting:	October 2, 2019 and October 9, 2019 4572 Memorial Drive, Decatur, Georgia 30032		
(Bidders must attend 1 meeting on either	Main Conference Room - A		
of the dates listed.)	(Meetings are held at 10:00 a.m. and 2:00 p.m.) Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"		
Pre-Proposal Conference:	Friday, October 11, 2019 at 10:00 a.m. (Non-Mandatory)		
Deadline for Submission of Questions:	5:00 P.M. ET, October 15, 2019		
Deadline for Receipt of Proposals:	3:00 P.M. ET, October 31, 2019		

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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#### September 30, 2019

#### **REQUEST FOR PROPOSALS (RFP) NO. 19-500530**

#### FOR

## EMPLOYEE HEALTH AND BENEFITS CONSULTING SERVICES (Multi-year Contract)) DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in professional brokerage and consulting services related to employee Health and Benefits to submit proposals for **EMPLOYEE HEALTH AND BENEFITS CONSULTING SERVICES** for DeKalb County employees).

## I. INTRODUCTION

#### A. General Information

DeKalb County Government ("County") is seeking proposals from qualified licensed brokers and/or consultants ("Vendor" or "Proposer") with experience in Employee Health and Benefits Consulting Services with an anticipated date of January 1, 2020 per the details contained herein.

DeKalb County is a large, general-purpose county government located in the southeastern part of the Atlanta metropolitan area. DeKalb County has a workforce of approximately 6,400 employees and 5,400 retirees. The DeKalb County Board of Commissioners is seeking consulting services to support the County's administration of its employee health and wellness programs.

The County provides regular status employees the opportunity to voluntarily elect certain group insurance programs. These programs include health / pharmacy, dental, vision, group term life, voluntary benefits such as accident, critical illness, hospital indemnity and short-term disability insurance, among other specialized plans. Payments for the cost share of elected benefit programs are made through payroll deductions during each bi-weekly and monthly payroll period. The County strives to offer a comprehensive and competitive array of benefits to attract and retain employees while maintaining a reasonable level of cost sharing with employees.

The objective of this Request for Proposal is to identify a qualified consulting firm to review, analyze and benchmark our current program against other like public entities and private employers, and to negotiate an improvement over the County's current "Total Cost of Risk (TCOR)." The Agreement term shall be for one (1) year with an automatic renewal on an annual basis for up to four (4) additional twelve-month terms, for a total lifetime Agreement term of up to five (5) years, upon the same terms and conditions, as provided for in the contract, unless previously terminated.

## B. General Terms

DeKalb County Government utilizes consultant services from one firm to assist in the selection and administration of all Health & Welfare (H&W) benefits programs. This provides for one firm to serve County employees for all H&W benefit plans and products offered to County employees.

Proposals must address and include complete responses to categories outlined in the Technical Proposal located in Section III. (B.) (Page 14). Additional information may be submitted as well. Additional pages may be attached if additional space is needed to answer. Please label additional pages of responses accordingly.

The following benefits programs are in place for the 2019 plan year:

## 1. Medical (Actives & Pre-65 Retirees)

Self-Funded Medical Options (HMO, POS, and HSA) administered by Anthem (Blue Cross Blue Shield of Georgia) Self-Funded Pharmacy Benefit administered by CVS/Caremark via Employers Health Coalition Contract Term – Expires June 30, 2024

# 2. Medical Stop Loss Insurance (Actives only)

Carrier – Anthem (BlueCross BlueShield of Georgia) Contract Term - Expires June 30, 2020 (Renewal obtained annually)

## 3. Kaiser (Actives & Pre-65 Retirees)

Fully-Insured Medical Options (HMO and HSA) Provider – Kaiser Permanente Contract Term – Expires June 30, 2020 (Renewal obtained annually)

## 4. Medicare-eligible Retiree Health Care

Fully-Insured Medical Options Providers – Aetna (Medicare Advantage MAPD) and Kaiser Permanente (Senior Advantage MAPD) Contract Term – Expires December 31, 2019 (Renewal obtained annually)

# 5. Dental (Actives, Pre-65, and Medicare-eligible Retirees)

Fully-Insured Dental Benefit (High and Low Options) Benefit Administrator – United Concordia Contract Term – Expires June 30, 2020

## 6. <u>Vision (Actives, Pre-65, and Medicare-eligible Retirees)</u>

Fully-Insured Vision Benefit (High and Low Options) Benefit Administrator – EyeMed Contract Term – Expires June 30, 2024

#### 7. <u>Life Insurance (Actives, Pre-65, and Medicare-eligible Retirees)</u>

Fully Insured Benefit Carrier – The Hartford Contract Term – Expires June 30, 2022 (Actives and Pre-65 Retirees) / Expires December 31, 2022 (Medicare-eligible Retirees)

#### 8. <u>Supplemental Benefits (Actives only)</u>

Employee Funded Voluntary Benefits Administrator – Aflac (Accident, Critical Illness, Group Whole Life, Short-term Disability) Administrator – ARAG (Legal Plan)

#### 9. Flexible Benefits (Actives only)

Employee Funded (Health Care and Dependent Care Flexible Spending Accounts and TransitOne Flexible Transportation Spending Account) Administrator – WageWorks Contract Term – Expires June 30, 2022

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

<b>Required Documents</b>	Attachment
Cost Proposal Form (1 copy, separate &	А
sealed)	
Proposal Cover Sheet	В
Contractor Reference and Release Form	С
Subcontractor Reference and Release Form	D
(make additional copies as needed)	
LSBE Documents – Exhibits A and B	Е
Responder Affidavit	G
First Source Jobs Ordinance (Attachment H	Н
with Exhibits $1 - 4$ )	
New Employee Tracking Form	Attachment H, Exhibit 2
Exceptions to the Standard County	
Contract, if any	

D. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within five (5) Years.

## **II. SCOPE OF WORK**

DeKalb County is soliciting proposals from the consulting community to provide professional brokerage / consulting services related to the County's employee benefits package.

The County's benefit program plan year is from July 1 to June 30.

## A. <u>General Deliverables</u>

The selected consultant will research, review, and make recommendations regarding services and products suitable for DeKalb County's Group Health and Wellness programs. The selected consultant shall make recommendations regarding the selection of vendors for such services, and will, upon request, market group health and ancillary benefits throughout the contract term as those benefits are up for renewal.

The selected consultant will research, analyze, and present innovative solutions to all issues and potential issues, as well as identify opportunities for DeKalb County to improve on services offered and negotiate cost decreases with benefit providers. Complete research, analyses, and recommendations will be the responsibility of the selected consultant. They shall recommend solutions specifically tailored to the needs of DeKalb County and its employees and retirees.

#### B. Core Ongoing Consulting Services for Health and Benefits Consulting

DeKalb County is seeking a consultant to perform the full range of services related to DeKalb County's group health, dental, life, and vision benefits programs, flexible spending account program, wellness, and other voluntary benefit programs. Specific responsibilities include, but are not limited to:

## 1. Strategic Planning / Consulting

- a. Assist DeKalb County in short- and long-term employee benefit strategic planning, analysis and provide recommendations as needed.
- b. Manage the Requests for Proposals (RFP) process including, but not limited to, preparing RFPs, reviewing responses and making recommendations to the Assistant Director of Finance / Risk Management & Employee Services regarding the responses received. Act as a broker / consultant for supplemental benefits if services / products are offered to DeKalb County employees and/or retirees. Report results up to Administration and Board of Commissioners (BOC).
- c. As requested by DeKalb County, prepare bid specifications and solicit proposals from insurance markets which specialize in group insurance plans. Evaluate all bids and bidders, including administration, claim payment procedures, customer service, network discounts through a national discount database, reserve establishment policies, and financial soundness. Report findings and alternatives up to Administration and Board of Commissioners (BOC).

- d. Renewal evaluations and negotiations of all group health plan vendor partners to the benefit of DeKalb County and its employees.
- e. Determine and recommend the most economical plans for all benefit programs.
- f. Assist DeKalb County in administering all sponsored plans, respond to questions, and provide ongoing current and proactive information and advice to staff as well as provide other consulting services and expertise during the plan years.
- g. Represent DeKalb County in all negotiations with benefits vendors on all issues, including those related to premium costs, benefit levels, plan design, administrative fees, administrative services, vendor renewal terms, and special terms and conditions.
- h. Meet with and provide reports to various DeKalb County representatives including Finance and Employee Benefits staff and applicable oversight committees. Present reports bi-annually, or as requested, that include budget tracking of all self-funded health and pharmacy plans, a complete accounting of fees charged to DeKalb County, relevant observations regarding plan utilization, and changes in the benefits industry, recommendations for changes and/or improvements, if applicable.
- i. Assist DeKalb County with the implementation and communication of new programs or changes to existing programs, which may include attending and presenting information at employee meetings and oversight committee meetings.
- j. Represent DeKalb County in discussions with claims administrators and insurance carriers if needed to assist the County in the resolution of problems associated with the benefit programs.
- k. Analyze the financial impact and estimated disruption for implementation of any recommended and/or planned actions.
- 1. Provide advice by presenting information to oversight committees as requested by the County.
- m. Attend Board of Commissioners (BOC) meetings as requested by the County.
- n. Provide best practices information in an ongoing manner.
- o. Provide detailed billing of projects worked on (include hours spent and corresponding fees per project).
- p. Review current employee benefit plans, including fully insured, self-insured, and retiree plans, and propose improvements / changes to plans, as needed.

- q. Provide a thorough analysis and recommend cost savings and benefit enhancement options. The recommendation shall include a scope of plan design changes (both new and nontraditional approaches), an impact on plan cost, and value-added services.
- r. Assistance with any administrative issues with health plan vendors, including review of large claims, evaluation of clinical data for medical and pharmacy along with recommendations for strategic improvement.
- s. Attend regularly scheduled visits to DeKalb County to make presentations to / work with designated committees and work with staff to solve problems and assist with benefit administration.
- t. Review billing (monthly) from vendors, for purposes of reconciliation. Assure correct rates and terms are applied.
- u. Availability of services from licensed clinical specialists engaged by the consulting firm including but not limited to medical doctors, pharmacists, RNs, and nurse practitioners to review data for the County's health and pharmacy plans.
- v. Annual evaluation of health plan design benchmarking with similarly situated surrounding comparator municipalities and health plans.
- w. Preparation of an annual stewardship report.

## 2. Actuarial / Underwriting

- a. On a regular basis, perform actuarial services, such as preparing for plan funding and premium contribution strategies for annual budget cycle, accurately analyzing and forecasting premium rates, reserves, and funding needs. Estimate incurred but not reported claims.
- b. As requested, be prepared to perform actuarial services for one-off situations (i.e.: annual cost projections, cost effectiveness, rate setting and cost implications to split out departments, multi-year retiree health care strategy, etc.)
- c. Assist the County by pricing and analyzing benefit change options. Review and analyze renewal action of vendors and negotiate favorable terms for DeKalb County.
- d. Perform various other financial analyses, including but not limited to, evaluation of benefit costs versus plan design effectiveness, review managed care expenses, reinsurance coverage, and trend analysis from diagnostic and normative data, vendor renewals and proposals.
- e. Quarterly actuarial monitoring of health plan budget, insured reconciliations, and ongoing weekly claim funding for accuracy.

- f. Provide a thorough analysis and recommend cost savings and benefit enhancement options. The recommendation shall include a scope of plan design changes (both new and nontraditional approaches), an impact on plan cost, and value-added services.
- g. Analyze large claims, stop loss reimbursements, and pharmacy rebates.
- h. Validate rates needed to cover insured plan liabilities (medical and dental).

## **3.** Experience Reporting

- a. Collect claims experience and participation data from vendors and third-party administrator; provide detailed quarterly reporting and analysis; meet quarterly with DeKalb County to review.
- b. Prepare financial exhibits that provide DeKalb with the information needed to make informed decisions regarding DeKalb's benefits plan designs and funding levels.
- c. Maintain historical data of financial results from prior years, including a data warehouse integrating medical and pharmacy claims for HMO, POS and HSA plans, producing clinical analysis, care management priorities and recommendations, on-site clinic expansion, gaps in care and selection bias between plans (HMO, POS, HSA) and enrollments in fully insured Kaiser and self-insured Anthem medical / CVS/Caremark pharmacy.

#### 4. Vendor Management

- a. Work with DeKalb Risk Management & Employee Services Team and Procurement on contracts and renewals with vendors.
- b. Please outline your firm's process (subjective and/or objective) that you utilize to facilitate DeKalb County's ultimate selection and ongoing management of vendors.
- c. Maintain an active, ongoing relationship with DeKalb County vendors to ensure smooth operations and delivery of services and facilitate prompt reviews and resolutions of any benefit and/or claims administration issues.
- d. Attendance at all group health, pharmacy, dental, vision, etc. plan review meetings with third party administrators and insured vendor partners.
- e. Review contracts, SBCs, SPDs, Benefit Summaries, etc.
- f. Review vendor service levels and compare performance guarantees assist DeKalb in resolving problems regarding vendors' services and performance.

- g. Provide support to DeKalb Risk Management & Employee Services Team in the day-to-day management of vendors and resolve administrative issues, conduct / attend periodic meetings, as necessary.
- h. Keep DeKalb informed of issues and changes in the benefits marketplace.

## 5. Communications Support

- a. Provide draft communication materials supporting the education of DeKalb County employees about current benefits, upcoming changes, informed decision-making, etc.
- b. Create narrated benefits video to aid in the education of DeKalb County's benefits.
- c. Develop, design, manage, approve and produce annual benefits guides for both active and retiree populations.
- d. As requested, assist with content drafting, design and delivery of unforeseen items throughout the year (i.e.: rate change flyers, one-off communications, etc.).

### 6. Compliance

- a. Provide updates on pertinent proposed and enacted benefits legislation.
- b. Monitor emerging trends and insurers / vendors financial status.
- c. Research and answer questions regarding state and federal benefits regulations, including ACA.
- d. Review pertinent contracts and other legal documents to ensure that they accurately reflect negotiated benefits, services and terms.
- e. Provide support in the preparation of reports and senior management presentations.
- f. Assist DeKalb County in complying with Federal and State laws and regulations related to employee benefit programs, including, but not limited to, the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Health Insurance Portability and Accountability Act (HIPAA), the Family and Medical Leave Act (FMLA), and the Patient Protection and Affordable Care Act (PPACA), etc. The consultant will be readily available and serve as a consistent resource to DeKalb County representatives such as Finance and Employee Benefits staff regarding said laws.
- g. Assist with identifying and updating HIPAA privacy and security documentation and educational activities for DeKalb staff.
- h. Establish CMS Medicare eligibility quarterly exchanges via VDSA to manage and comply with Medicare primary / secondary payment processing of SSDI members, identify and

comply with ESRD claims processing of dialysis, transplants and other coordination of Kaiser and Anthem medical and pharmacy claims.

#### C. <u>Clinical and Pharmacy Consulting Services for Health and Welfare Consulting</u>

DeKalb County is seeking a licensed / certified consultant [i.e.: Registered Nurse (RN), Pharmacist (PharmD), etc.] to perform the full range of services related to DeKalb County's Clinical and Pharmacy programs. Specific responsibilities include, but are not limited to:

## 1. Clinical

- a. Assist the County in the expansion and ongoing management of the defined SmartStart wellness program.
- b. Assist the County in managing the wellness program. Management is defined as working hand in hand with the wellness coordinator to design new programs, challenges, employee engagement opportunities, connection between the wellness vendor and the County's health partners and analyze aggregated employee data to advise the County on the health of the population. Data should be used to design improvement opportunities, new ideas, and industry enhancements.
- c. Provide clinical oversight and evaluation of population health, care and disease management programs, mindfulness / resilience programs, clinical research, health risk assessments, and biometrics / health screenings.
- d. Assist the County with data collection and analysis, strategy development, compliance, vendor selection, and program design and execution to create a culture of total wellbeing.
- e. Assist the County's on-site clinic strategic initiative with assessment, set up, RFPs, ROI analysis, integration with County's wellness vendor, oversight of selected operator including periodic audits, and potential expansion of on-site clinic (effective 7/1/2020 launch). Provide operational and clinical audits of health and wellness programs as requested by the County.

## 2. Pharmacy

- a. Support RFPs for Pharmacy Benefit Manager (PBM) services for multiple vendors—Kaiser, Anthem's HSA integrated pharmacy and CVS/Caremark.
- b. Support annual PBM Market Checks to ensure the pharmacy program / PBM financial terms for the upcoming year(s) is (are) competitive and, when necessary, negotiate revised financial terms and contract addendums to ensure all terms are in the County's best interest.
- c. Conduct PBM contract reviews and negotiations, as needed.

- d. Provide ongoing vendor management and oversight.
- e. Evaluate and recommend pharmacy plan designs, pharmacy coverage rules and clinical pharmacy management programs, as needed, to help meet the County's goals and objectives.
- f. Complete objective analyses of the PBM's proposals (e.g., formulary drug list exclusions, specialty drug list changes) and, when necessary, negotiate alternatives to protect DeKalb County's best interests.
- g. Participate in monthly calls and quarterly pharmacy performance reviews, which include review of reports and analyses prepared by the PBM.
- h. Assist in drafting and review of member and provider communications regarding pharmacy plan or program implementations and/or changes.
- i. Support and help manage implementation of pharmacy programs and plan changes (e.g., ensure testing is completed, communications are mailed timely, etc.).
- j. Share emerging trends and/or drug coverage / management opportunities.
- k. Provide ad hoc consulting (e.g., help respond to the County's and/or plan participant's questions related to the pharmacy program and/or the PBM; provide input into actuarial spend / trend assumptions, etc.).

# D. Medicare Advantage (MAPD) Program for Medicare-Eligible Retirees

DeKalb County is seeking a consultant to perform the full range of services related to DeKalb County's group Medicare Advantage Program.

Specific responsibilities include, but are not limited to:

- Assume around 2,800 lives in Aetna and Kaiser fully insured Medicare Advantage Prescription Drug (MAPD) Plans. The County uses Segal Consulting for their OPEB reporting; the consulting firm selected will be expected to meet with Administration, BOC and subcommittees of the BOC to support retiree health care strategies, restructuring early retirees' contributions to be self- supporting, identification of SSDI Medicare eligible disabled lives and ESRD claimants with supporting efforts to help manage the County's pension processing for disabled members and managing Part B Medicare required enrollment.
- 2. Consultant will be responsible for renewal negotiations with two MAPD carriers, and recommendations for changes on an annual basis, periodic RFPs as required, Open Enrollment retiree handbook / guide creation, annually updates with plan designs, recommend changes in retiree contributions, and renewals for retiree life and vision benefits included.

- 3. Consultant will be responsible for recommending alternative programs for Medicareeligible retirees as market conditions dictate including but not limited to private exchange options, self-funding mechanisms, or defined contribution options. Consultant will also coordinate eligibility files between the County and CMS Medicare to manage disabled lives, SSDI, ESRD claims, kidney transplants, Part B Medicare enrollment compliance, and MSP and non-MSP Medicare primary and secondary claims; maximize savings and support timely and accurate Medicare claim adjudication for the County's active, disabled and retiree lives.
- 4. Assist County and Commissioners with analysis of selection bias between MAPD carriers, mitigate plan design differences, conduct annual benchmarking of public sector retiree eligibility, plan designs and costs, roll up retiree financials into County's overall fiscal year budget and validate retiree contributions with fully insured MAPD carriers including split family rates for multiple active plans with Medicare MAPD retiree rates.

#### E. <u>Additional Services</u>

Additional services will be categorized as projects. These additional services will be performed at the request of DeKalb County and may involve other consulting services that are not listed under the Health and Welfare Services herein.

These services will be billed at the hourly rate of the consultants assigned to the project. The Consulting firm must produce detailed bills that substantiate these fees. All projects must have a scope of services and estimated budget submitted to DeKalb County for approval of fees before any work will be done. It is up to the Consulting firm to advise DeKalb County if the scope of services changes during the project and additional time / fees are required to complete the project. Otherwise, no further payment beyond the original scope of services will be paid.

#### III. PROPOSAL FORMAT

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

#### A. Cost Proposal

The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposal No. 19-500530 for EMPLOYEE HEALTH AND BENEFITS CONSULTING SERVICES" on the outside of the envelope.

1. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.

- 2. 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 nonresponsive.
- 3. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.** 
  - 4. Responder must attach to the Cost Proposal an itemized cost sheet for each benefit and its proposed cost with Total Cost must equate to your total Proposed Lump Sum amount.

#### **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 Proposal No. 19-500530 for EMPLOYEE HEALTH AND BENEFITS CONSULTING 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. Must address and include each topic and Scope of Work as noted and outlined in the Technical Approach [see Section III. (C.)].

## C. Technical Approach

## 1. Firm's Consulting Expertise and Organizational Qualifications

- a. Provide an overview of your firm and its ownership / organizational structure, philosophy / culture and number of employees.
- b. Describe Responder's experience, capabilities and other qualifications for this project
- c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
- d. For our organization specifically, what advantages would we realize from choosing your firm? Please limit your response to the most significant 3-5

#### advantages.

- e. How many years has Responder operated under current company name?
- f. How long has your firm provided employee benefit consulting services? What portion of your revenue is derived from employee benefit consulting services? What services, staff or tools will you need to subcontract, if any?
- g. If your firm has multiple offices, please identify the primary and secondary offices from which DeKalb County would be serviced. Describe all relevant services and resources provided by this office. Your firm must have an office in DeKalb County, or at minimum, work with a local contracted LSBE (Local Small Business Entity).
- h. Describe the team of individuals who would be assigned to DeKalb County. Indicate the role that each team member would play (include specific client team members and other key core team members dedicated to the County's pharmacy, Medicare eligibility, on-site clinic, wellness, data integration, engagement / communications and enrollment systems) Provide biographical information on each team member and subcontractor who will be directly working on the project. Please explain the specific advantage each individual would bring to our organization, emphasizing the qualifications of our main, day-to-day contacts.
  - i. Describe two (2) situations where your firm has demonstrated leading edge (or thinking "outside of the box") solutions in the health care arena for an organization in the public sector. Of particular interest are:
  - i. Options to assist employers in managing rising health care costs as it relates to areas of challenges (diabetes, ESRD, transplants, RA, specialty drugs at retail and in the medical plans, etc.)
  - ii. Driving engagement and health improvement via clinical outcomes
    - a. With clinical consulting team members, coordination diabetes Claims Management and Chronic Illness management programs, formulary analysis for drug design changes that impact key chronic illness members and focus on workforce issues in public safety, road and drainage and waste management
  - iii. Integration of wellness and data analytics in the cost of the medical plan
  - iv. Onsite clinic development, expansion and use of specific data aggregation warehouse system, dashboards, risk predictive modeling outcomes and ROI
- i. How do you provide your clients with advice around industry best practices in health improvement and wellness programs?
  - j. Please outline what resources you have available to assist DeKalb County in benchmarking its benefits programs.

- k. Provide a description of the method your organization uses to track, research and communicate pending and new Federal and State legislation and regulation. Provide name(s), qualifications, experience and location of assigned staff.
- 1. Describe your firm's legal research capabilities. How do you keep your consultants and clients informed of new or changing regulations?
- m. Describe how you would evaluate, price and negotiate adding a new benefit plan around the Grady Hospital System clinics—be specific about the steps your firm would take and resources needed to support the findings, feasibility, pros and cons, and presentation to County Administration and Board of Commissioners.
- n. Describe your firm's data integration system, process of collecting medical and Rx data, compliance with PHI security requirement, and production of deliverables to support high level dashboards, audits of carriers' care management success and ROI, support of disease management priorities and ongoing improvements in the County's wellness programs applied to fully insured Kaiser and self-insured Anthem members.

## 2. Strategic Planning

- a. Describe your approach to assisting DeKalb County in setting short- and long-term strategies for fully insured and self-insured employer programs in the same organization with five (5) separate plan options, three unique PBMs and formularies, and active, early retiree and Medicare retiree cost challenges, budgets, contributions and engagement needs.
- b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project; and
- c. What major wellness initiatives have you driven based on data aggregation of medical and pharmacy, clinical gaps identified, incentives and penalties designed and measuring the wellness vendor's success at engagement with your RN's supporting roles and what were the results.
- d. Describe your ability to provide information around marketplace best practices for employers (particularly in the public sector).
- e. Describe how you will support DeKalb County administration in presenting recommendations to the Commission. What experience does your proposed team-lead consultant and lead actuary have in presenting to the County administration and Board of Commissioners?
- f. Please describe how your firm supports clients relative to updates / changes in legislation.

- g. How can you assist us with understanding the financial ramifications of Health Care Reform?
- h. Outside of Health Care Reform, what are the most complex issues today in the employee benefits area and how is your firm uniquely positioned to help the County address them? Be specific about catastrophic claims, managing diabetes, ESRD, transplants and cancer. How do you evaluate specialty drugs delivered through the medical plans?
- Have you established a Medicare eligibility tool like CMS' Voluntary Data Sharing Agreement (VDSA) to assist the County's auditing and management of disabled members' eligibility status for Medicare, confirming enrollment in Part B Medicare, and identifying SSDI approvals and ESRD status? Please describe your experience in this area of cost management and compliance.

#### 3. Financial Management

- a. How will your firm assist DeKalb County in monitoring the financial performance of our benefit plans? Please include your approach to evaluating cost trends, utilization and network performance.
- b. Describe your approach to providing reliable accrual rates, reserve calculations and budgets.
- c. Describe your experience in monitoring financial reports provided by vendors.
- d. How will your firm assist DeKalb County in developing a long-term employee contribution strategy, including monitoring and adjusting the multi-year retiree strategy, and annual steps to achieve that strategy?
- e. How would you work with DeKalb County to establish an appropriate employee contribution strategy that will minimize DeKalb County's plan expenses while considering adverse selection?
- f. How do you model the financial impact of various plan design changes?
- g. Describe your firm's recent experience with public sector retiree health plans.
  - i. Have you performed any Medicare Part D, EGWP, and/or MAPD analysis and pricing? How would you evaluate which option would be best for the County? List any clients you have performed this for including details of Medicare Advantage and EGWP programs successfully implemented.
  - ii. Describe your experience with self-funded retiree underwriting and separation of risk pools. Including any early retiree multi-year, multi-plan rate development.
  - h. Describe the data aggregation / warehouse financial tools your firm makes available to clients, and whether there are additional fees associated with it.

#### 4. Vendor Management

- a. Please outline your firm's process (subjective and/or objective) that you utilize to facilitate DeKalb County's ultimate selection and ongoing management of vendors.
- b. Please describe how you evaluate the differences in discount levels that exist between carriers. Given the new health care landscape with the mergers and acquisitions, how do you anticipate that will change?
- c. Please include your anticipated transition work plan. How much of our staff's time will the transition to your firm take?
- d. Describe the tools / technology that you will use to monitor the effectiveness of the delivery of the benefits under the Plans.
- e. Describe progress reporting procedures for the project.
- f. Include the anticipated use of subcontractors or vendors.
- g. Describe the resources necessary to accomplish the purpose of the project.

#### 5. Communications

- a. Provide examples of core and supplemental annual enrollment communications for active employees and retirees.
- b. How much of your design work is produced in house versus sub-contracted / freelanced?
- c. Describe your technology capabilities in terms of increasing employee engagement with benefit offerings? (i.e.: HR portals, microsites, apps, etc.)
- d. Describe your video capabilities and the types of software used to develop and deliver and/or host files.

## 6. Subject Matter Expertise

- a. Does your firm have specialized consultants working in the following areas? If so, please describe capabilities and services:
  - i. Clinical
  - ii. Pharmacy
  - iii. Disability / absence management
  - iv. Disease management and wellness
  - v. Consumerism
  - vi. Measurement and analytics
  - vii. Consumerism and change
  - viii. Voluntary benefits
    - ix. Medicare eligibility, MAPD, ESRD

- x. On-site clinic assessment, set up, operations and audits
- xi. Audits-medical, Rx, dependent eligibility verification, Medicare
- b. Describe the support your firm can provide towards prescription drug program design and clinical management.
- c. Please outline your capabilities relative to the evaluation and negotiation of prescription drug benefit administrative services. What innovations has your firm driven with regard to pharmacy benefits?
- d. Bidder must agree that it will not require DeKalb County sign any agreement that prevents the County from making available its Pharmacy Benefit Manager ("PBM") contract, including specific pricing terms, rebates and fees, to other third parties (including other consulting firms).
- e. Describe your operational excellence with consulting around onsite health clinics.
  - xii. Developing a business case for the introduction of a new on-site health clinic
  - xiii. Feasibility study (cost, claims impact, member utilization, site location, etc.)
  - xiv. Development, execution, and evaluation of RFPs
  - xv. Evaluate clinic operating, financial and clinical results
  - xvi. Making recommendations
  - xvii. Set-up / implementation and serve on interview panel for hiring of clinical staff
  - xviii. Work with the County, the clinic staff, and the medical / pharmacy / disability / workers compensation program vendors to ensure maximum effectiveness of the clinic by integrating services
  - xix. Provide examples of how you have accomplished the above with other clients (name of client, contact, phone and email)
- f. Describe the qualifications and experience of your clinical consultants who will be assigned to the DeKalb County account. Your clinical team should include licensed, registered clinicians with experience in the clinical and managed care arenas. Clinicians should also hold advanced certifications in a specialty area such as case management, condition management, wellness, managed care, quality, etc.
- g. Describe how you've established an onsite clinic, what services you recommended be included, how you selected the clinic operations team and advised Kaiser how to create a similar clinic in proximity to the client's clinic for their self-insured lives.
- h. Provide information on your firm's capabilities in conducting audits in the following areas:
  - xx. Clinical
  - xxi. Pharmacy claims audit
  - xxii. Pharmacy coverage determination review
  - xxiii. Dependent Eligibility

- xxiv. Pre- / Post-Implementation
- xxv. Medical claims
- xxvi. Absence management
- xxvii. Medicare eligibility, ESRD and Part B
- xxviii. HIPA and/or Compliance
- i. Describe your firm's ability to administer / manage voluntary benefits. Including, but not limited to the following:
  - xxix. Provide core voluntary (accident, critical illness, and hospital indemnity) as well as supplemental voluntary (legal, ID theft, whole life, pet insurance, etc.)
  - xxx. Support with third-party benefits administration partner
  - xxxi. Work with DeKalb County to support annual enrollment strategy
  - xxxii. Set-up, support, train / educate, and manage call center partner
- 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.) Provide year of incorporation (if applicable). Financial are to be provided on a flash drive as required by this solicitation. Do not provide financials on an URL link.
- 8. Responder must disclose all benefit services provided and must disclose whether services provided for a service charge or at no charge. If service fee, list on the Cost Proposal.

#### 9. References:

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

## **11. DeKalb First Ordinance**

- a. 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/pdf/supplierList.pdf">http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf</a>.
  - b. 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 <u>https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program</u>.

c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at <u>fbwilliams@dekalbcountyga.gov</u> or (404) 371-6312.

# 12. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

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

## 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 (10 points)
- **B.** Firm's Consulting Expertise and Organizational Qualifications (15 points)
- **C.** Subject Matter Expert (15 points)
- **D.** Strategic Planning (15 points)
- **E.** Financial Management (10 points)
- **F.** Vendor Management (10 points)
- G. Communications (10 points)
- **H.** References (5 points)
- I. Local Small Business Enterprise Participation (10 points)
- J. Optional Interview (5 points) bonus

## V. CONTRACT ADMINISTRATION

## A. Standard County Contract

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

#### **B.** Submittal Instructions

One (1) original Technical Proposal stamped "Original" and five (5) flash drives with each containing an identical copy of the Technical Proposal (<u>do not include the Cost</u> <u>Proposal on the flash drives</u>); and one (1) original Cost Proposal [see Section III. (A.)] for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on Thursday, October 31, 2019.

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. 19-500530 for EMPLOYEE HEALTH AND BENEFITS CONSULTING SERVICES" on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

## C. Pre-Proposal Conference (Non-Mandatory)

A pre-proposal conference will be held at 10:00 a.m. on the 11<sup>th</sup> day of October, 2019 at DeKalb County Maloof Administration Building, Purchasing & Contracting Department - 2nd Floor, 1300 Commerce Drive, Decatur, GA 30030. Interested responders are strongly

encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Michele L. Smith at (404) 371-6378 or MLSmith1@dekalbcountyga.gov.

## **D.** Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted to Michele L. Smith via email to <u>MLSmith1@dekalbcountyga.gov</u>, no later than close of business on Tuesday, October 15, 2019. 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 Michele L. Smith at (404) 371-6378 or send an email to MLSmith1@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

## F. Proposal Duration

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

# G. Project Director/Contract Manager

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

## H. Expenses of Preparing Responses to this RFP

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

# I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 <u>et seq</u>., without consulting or contacting the person or entity making the

submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

#### J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 - 4) and submit with the responder's proposal.

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

#### K. Business License

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

#### L. Ethics Rules

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

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

#### M. Right to Audit

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

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

#### N. Cooperative Procurement

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

#### VI. AWARD OF CONTRACT

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

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

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

Sincerely,

Michele L. Smith Procurement Agent Department of Purchasing and Contracting

Attachment A: Attachment B: Attachment C:	Cost Proposal Proposal Cover Sheet 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 A

#### COST PROPOSAL FORM

(consists of 3 pages)

#### **EMPLOYEE HEALTH AND BENEFITS CONSULTING SERVICES**

Responder: Please complete the attached page of the Cost Proposal Form and return it with this cover page. <u>The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposal No. 19-500530, EMPLOYEE HEALTH AND BENEFITS CONSULTING SERVICES" clearly identified on the outside of the envelope.</u>

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 (continued)

**Responder:** State a FIRM FIXED LUM SUM for all costs, direct and indirect, administrative costs, and all things necessary must be included in the proposed amounts below for **RFP NO. 19-500530, EMPLOYEE HEALTH AND BENEFITS CONSULTING SERVICES** 

State annual NOT TO EXCEED AMOUNTS" for performing the "REQUEST FOR PROPOSAL (RFP) PROJECT," in accordance with Section II. Scope of Work, A. through E., found on pages 6 through 13.

		FIRM FIXED LUMP SUM
A. Annual Amount Not T RFP CONSULTING S	o Exceed – ERVICES (one-time process):	\$
(State amount in words o	on this line)	(In figures)

В.	Annual Amount Not To Exceed – INITIAL YEAR (January 20, 2020 – December 31, 2020):	\$
	(State amount in words on this line)	(In figures)

C. Annual Amount Not To Exceed – YEAR 1 (January 1, 2021 – December 31, 2021):	\$	
(State amount in words on this line)	(In figures)	

	nt Not To Exceed – YEAR 2 22 – December 31, 2022):	\$
(State amount i	n words on this line)	(In figures)

# ATTACHMENT A

## COST PROPOSAL FORM (continued)

E.	Annual Amount Not To Exceed – YEAR 3 (January 1, 2023 – December 31, 2023):	\$
	(State amount in words on this line)	(In figures)
<b>F.</b>	Annual Amount Not To Exceed – YEAR 4 (January 1, 2024 – December 31, 2024):	\$
	(State amount in words on this line)	(In figures)

<b>GRAND TOTAL</b> (A – F):	
(State amount in words on this line)	(In figures)

## 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	Federal Tax ID#	
Complete Primary Address	County	City	Zip Code	
Mailing Address (if different)	City	State	Zip Code	
Contact Person Name and Title	Telephone I code)	Telephone Number (include area code)		
Email Address	Fax Numbe	Fax Number (include area code)		
Company Website Address		Type of Organization (check one)		
	1	□ Corporation □ Joint Venture □Proprietorship □Government		

Proposals for **RFP NO. 19-500530, EMPLOYEE HEALTH AND BENEFITS CONSULTING 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 October 31, 2019 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.(B), Submittal Instructions.

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

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

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

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

## **REFERENCE CHECK RELEASE STATEMENT**

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

Signed	Title	
(Authorized Signature of Proposer)		
Company Name	Date	
RFP No. 19-500530, Employee Health & Benefits Consulting Services		Page 31 of 63

# ATTACHMENT D SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

## **REFERENCE CHECK RELEASE STATEMENT**

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

Signed	_ Title
(Authorized Signature of Proposer)	
Company Name	Date

RFP No. 19-500530, Employee Health & Benefits Consulting Services

## 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
MSA)	Points
Demonstrated GFE	Two (2) Preference
	Points

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose <u>not</u> to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

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

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

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

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

## EXHIBIT A

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

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

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

#### SOLICITATION NUMBER: RFP 19-500530

#### TITLE OF UNIT OF WORK -EMPLOYEE HEALTH & BENEFITS CONSULTING SERVICES

- 1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply): LSBE-DeKalb LSBE-MSA
- 2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: \_\_\_\_\_\_.
- 3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.
- 4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit B".

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

RFP No. 19-500530, Employee Health & Benefits Consulting Services

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

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

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

Please attach additional pages, if necessary.

# EXHIBIT A, CONT'D

#### DEKALB COUNTY CHECKLIST FOR GOOD FAITH EFFORTS

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

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

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

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, Felton Williams, Procurement Projects Manager at 404-371-6312.

#### EXHIBIT A, CONT'D

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

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

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

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

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

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

#### 2. Commitment

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

Firm Name (Please Print):

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

# EXHIBIT B

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

Instructions:

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

То:\_\_\_\_\_

#### (Name of Prime Contractor Firm)

 From:
 □ LSBE -DeKalb □ LSBE -MSA

 (Name of Subcontractor Firm)
 (Check all that apply)

 RFP Number:
 RFP 19-500530

 Project Name:
 EMPLOYEE HEALTH AND BENEFITS CONSULTING SERVICES

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

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

Prime Contractor	Sub-contractor
Signature:	Signature:
Title:	Title:
Date:	Date:

#### ATTACHMENT F

#### (SAMPLE COUNTY CONTRACT)

#### AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

#### ARTICLE I. CONTRACT TERM

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

#### ARTICLE III. PAYMENT

RFP No. 19-500530, Employee Health & Benefits Consulting Services

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 <u>www.dekalblsbe.info</u>. 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 <u>www.dekalblsbe.info</u>

#### **ARTICLE IV. STATEMENT OF WORK**

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

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.** <u>Additional Work</u> 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.</u>

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.** <u>Termination of Agreement</u> 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 will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract

for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

I. <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 **<u>issued</u>** 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. <u>Georgia Laws Govern</u> 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 subsubcontractor'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. <u>Contractor's Status</u> 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 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 404-687-71710r in person at 320 Church Street, Decatur, GA 30030.

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

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

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

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

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

If to the County:

	Chief Executive Officer 1300 Commerce Drive, 6 <sup>th</sup> Floor Decatur, GA 30030
	and
	Executive Assistant
	1300 Commerce Drive
	Decatur, Georgia 30030
With a copy to:	Acting Chief Procurement Officer
	1300 Commerce Drive, 2 <sup>nd</sup> Floor
	Decatur, Georgia 30030
With a copy to:	Director of the Finance Department
	1300 Commerce Drive
	Decatur, Georgia 30030

If to the Contractor:

V. <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

by

By: (SEAL) Signature

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

Date

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

DeKalb County, Georgia

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

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

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# ATTACHMENT A

**Contractor's Cost Proposal** 

The County's Request fc Proposals (RFP) No.XX-XXXXX

# APPENDIX I

(SAMPLE COUNTY CONTRACT)

"Excerpts from the Contractor's

*Response to the County's Request* for Proposals (RFP) No. XX-XXXXXX"

APPENDIX II

### ATTACHMENT B

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project <u>DeKalb County Georgia Government</u> Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_(state).

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

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC My Commission Expires:

RFP No. 19-500530, Employee Health & Benefits Consulting Services

# ATTACHMENT C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_(state).

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

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC My Commission Expires:

RFP No. 19-500530, Employee Health & Benefits Consulting Services

# ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project <u>DeKalb County Georgia Government</u> Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_(state).

By:\_\_

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

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

# ATTACHMENT E CERTIFICATE OF CORPORATE RESOLUTION

I, \_\_\_\_\_\_, certify the following: That I am the duly elected and authorized Secretary of \_\_\_\_\_\_ (hereinafter referred to as the "\_\_\_\_\_"), an \_\_\_\_\_ organized and incorporated to do business under the laws of the State of \_\_\_\_\_\_; That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_\_, in his official capacity as \_\_\_\_\_\_ of the corporation, to enter into and execute the

following described agreement with DeKalb County, a political subdivision of the State of Georgia:

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

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

This the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

(CORPORATE \_\_\_\_\_SEAL)

(Secretary)

#### ATTACHMENT G

#### **RESPONDER AFFIDAVIT**

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

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

Notary Public My Commission Expires:

RFP No. 19-500530, Employee Health & Benefits Consulting Services



ATTACHMENT H

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

# EXHIBIT 1

# FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

# CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor	or Bene	ficiary	Name	(Signature)	)
contractor	or Dune	ficial y	1 vuine	(Dignature)	,

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

- 1. How many job openings do you anticipate filling related to this contract?
- 2. How many incumbents/existing employees will retain jobs due to this contract? DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_
- 3. How many work hours per week constitutes Full Time employment?

# Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov, malee@dekalbcountyga.gov, vlnicksion@dekalbcountyga.gov, or jmjones@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

# FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 2

#### NEW EMPLOYEE TRACKING FORM

Name of Bidder		
Address		
E-Mail		
Phone		
Number		
Fax		
Number		
Do you anticipate hiring from the First Sou		
If so, the approximate number	of employees	you anticipate hiring:
Type of Position (s) you anticipate	The number you	Timeline
hiring:	anticipate hiring:	
ining.		
(List position title, one position per line)		
Attach job description per job title:		
finden jos desemption per jos diet		

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

# FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 3

# **BUSINESS SERVICE REQUEST FORM**

#### FEDERAL TAX ID:

COMPANY NAME:	WEBSITE:
ADDRESS:	
(WORKSITE ADDRESS IF DIFFERENT):	
CONTACT NAME:	
CONTACT PHONE:	CONTACT FAX:
CONTACT E-MAIL ADDRESS:	
Are you a private employment agency or staffing a	agency? [YES [NO
JOB DESCRIPTION: (PLEASE INCLUDE A CO	OPY OF JOB DESCRIPTION)
POSITION TITLE:	
NUMBER OF POSITIONS AVAILABLE:	TARGET START DATE:
WEEKLY WORK HOURS: 20-30 hours	<b>30-40 hours</b> Other
SPECIFIC WORK SCHEDULE:	
SALARY RATE(OR RANGE):	
PERM TEMP TEMP-TO-PERM	
PUBLIC TRANSPORTATION ACCESSIBILITY	YES NO
IF SCREENINGS ARE REQUIRED, SELECT AI	
Please return form to: Business Solutions Unit (Fi	rst Source)
774 Jordan Lane Bldg. #4	
Decatur, Ga. 30033	
Phone: (404) 687-3400	
FirstSourceJobs@dekalbcount	tyga.gov

# FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 4

# EMPLOYMENT ROSTER DeKalb County

<b>Contract Number:</b>								
Project Name:	Deter							
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