



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

October 21, 2019

REQUEST FOR PROPOSALS (RFP) No. 19-500533

FOR

**TEMPORARY PERSONNEL SERVICES
(FOUR (4) YEAR MULTI-YEAR CONTRACT)**

DEKALB COUNTY, GEORGIA

Procurement Agent: Crystal Creekmore
Phone: (404) 371-2710
Email: ccreekmore@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: October 23 or October 30, 2019
(Responders must attend 1 meeting on either of the dates listed.)
The Department of Watershed Management
4572 Memorial Drive, Decatur, Georgia 30032
Main Conference Room - A
(Meetings are held at 10:00 a.m. and 2:00 p.m. and may be attended in person or via skype/teleconference)

Non-Mandatory Pre-Proposal Conference: 11:00 a.m. ET, October 29, 2019
The Department of Watershed Management
4572 Memorial Drive, Decatur, Georgia 30032

Deadline for Submittal of Questions: 5:00 P.M. ET, November 1, 2019
Deadline for Receipt of Proposals: 3:00 P.M. ET, November 21, 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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I. PURPOSE

DeKalb County Government (the County) requests qualified firms with experience in providing high-quality service, through expanded service options for temporary personnel services, to submit proposals for **RFP 19-500533 Temporary Personnel Services (Four (4) Year Multi-Year Contract)**. Qualified vendors should submit proposals to fill part-time and full-time temporary positions with DeKalb County on an as needed basis.

While every effort has been made to ensure the accuracy and completeness of information in this RFP, we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the County.

II. INTRODUCTION

A. BACKGROUND

DeKalb County Government has a workforce of approximately 7,000 full-time and part-time employees performing a wide range of direct service functions to the citizens of DeKalb County and/or providing support for those service functions. The employees work in 47 different departments with offices or work locations within a 279 square mile area. County departments may require the services of temporary personnel to assist with special projects of a time-limited nature, to fill in for staff on vacation or extended leave, and/or to assist during periods of peak activity.

DeKalb County government observes 10 holidays during each calendar year: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Whenever a legal holiday occurs on Saturday, the previous Friday will be observed. Whenever a legal holiday occurs on Sunday, the Monday following will be observed. For the purpose of this contract, all work will be performed during normal business workdays unless otherwise agreed to in writing. Consultants are not paid on County holidays.

B. OBJECTIVE

The County's objective is to obtain services for Temporary Personnel Services for daily employment services. Proposers must demonstrate, to the County's satisfaction, the ability to deliver services in accordance with this RFP and the contract (the *Sample County Contract* is included as Attachment J).

For the purpose of this RFP, temporary staffing shall mean flexible, temporary staff support provided by an agency to meet specific business needs for either short-term or long-term assignments. Firms need to show they can provide competent, reliable, skilled temporary staff in a rapid, efficient manner on an as needed basis. The successful Responder shall provide temporary personnel who are skilled, punctual, responsible, and knowledgeable in their assigned area.

The County is aware that temporary service providers often specialize in certain employee disciplines. **Responders may propose on one or more of the job categories as indicated on the Cost Proposal Form; however, Responders must propose on each job classification within the chosen job category(ies). The Technical Proposal shall clearly state which job categories the Responder is submitting a proposal for.**

The County’s greatest need for temporary workers normally occurs in the Finance/Utility Call Operations (UCO) and Watershed Management Departments for their billing/contact centers and financial services.

C. REQUIRED DOCUMENTS

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

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

***Failure to return these attachments with your proposal will render your proposal non-responsive.**

III. STATEMENT OF WORK

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

IV. PROPOSAL FORMAT

Proposals shall not exceed **twenty (20) single-sided pages** in length. Cover pages, fly sheets, dividers, and required documents will not count towards the **twenty (20)** page limit. Responders are required to submit their proposals in the following format:

A. COST PROPOSAL

1. The cost proposal shall be submitted on the *Cost Proposal Form*, Attachment B, in a separate, sealed envelope with the Responder's name and "Cost Proposal for Request for Proposals No. 19-500533 for Temporary Personnel Services (Four (4) Year Multi-Year Contract)" on the outside of the envelope. **Responder shall not alter the Cost Proposal Form in any manner or provide pricing other than what is requested/outlined on the Cost Proposal Form.**
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THE COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.

B. TECHNICAL PROPOSAL

1. Responders should complete Attachment K, *Proposal Cover Sheet*, and include this as the first page of the technical proposal, followed by the Introduction, Technical Approach, Project Management, Personnel, Organizational Qualifications, Financial Statements, References, and the remaining required documents (see Section II.C. for the list of required documents). **To ensure that all requested information is captured in the proposal, Responder should use the format as provided below to respond to this RFP. The Technical Proposal shall not contain any cost information, or the proposal will be deemed non-responsive.**
2. Introduction:

Provide general information about your company to include:

 - a. Firm name and address;
 - b. Former firm names, joint venture information, out of state offices, as applicable;
 - c. A statement of which office shall handle the project, if multiple offices exist;
 - d. A clear and concise response as to why the County should select your firm for this project;
 - e. Statement of previous projects or contracts with DeKalb County Government, if any;
 - f. A list of any litigations, arbitrations, or mediations in which the firm has been involved in the past five (5) years involving claims for more than \$50,000 made by a County against the firm or by the firm against the County, and indicate the disposition of each claim, the name of the County, and the nature of the claim;

- g. A statement of whether or not the Responder has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government; and
- h. A statement that the proposal shall remain in effect for and not be withdrawn for one-hundred twenty (120) days after the due date to the County.

3. Technical Approach:

Responders are required to describe the procedures and methods that shall be used to achieve the required outcomes of the project as specified herein. **This section shall include the following information in the order listed:**

- a. Describe in detail how you propose to achieve or exceed the requirements of the Scope of Services of this RFP. Details must be included to indicate your firm's ability to provide temporary personnel services required by DeKalb County. Vendors are required to detail their management and quality measurements;
- b. Provide talent pool listing – reserve of high-quality candidates – who are suitable or likely to be assigned to DeKalb County; and
- c. Recruiting Practices, Testing, and Training:
 - i. Skills in position descriptions, especially typing WPM requirements, shall be verified to ensure skilled temporary personnel are provided. Describe how your firm verifies skill levels, i.e., resume, testing, and/or other. Describe training/education programs your firm makes available to temporary employees.
 - ii. Describe recruiting practices and selection procedures and describe how quality levels are maintained. Include information regarding any procedures your firm may have to ensure that temporary personnel remain drug/alcohol free and have not engaged in activities that could prohibit them from working at the County in the position to which they have been assigned.
 - iii. Describe how training practices/procedures are tracked and how proof of completion for each placement assigned to DeKalb County will be maintained and provided.
 - iv. Submit a sample copy of the drug and alcohol test with each placement, which shall be utilized for those positions specified by DeKalb County as requiring drug and alcohol testing.
 - v. Submit a sample copy of the criminal background check with each placement, which shall be utilized for those positions specified by DeKalb County as requiring a criminal background check.

4. Project Management:

This section shall include the following information in the order listed:

- a. Describe your firm's general and specific experience in providing the temporary personnel services required under this RFP;
- b. The successful Responder shall assign individuals to manage the County account and be responsible for the designation of temporary personnel to work in DeKalb County Departments. Provide a personnel summary of each individual to be so assigned. Include the anticipated use of subcontractors;
- c. Submit a plan describing how your firm initiates operations when requested; and
- d. Submit a plan for continuation of services during transfer of operations to the County and/or another contractor.

5. Organizational Qualifications:

This section shall include the following information in the order listed:

- a. Provide a short statement outlining Responder's experience, capabilities, and other qualifications for this project. Include types of similar services provided to other businesses and government entities;
- b. Provide Responder's administrative office hours and location(s);
- c. Describe Responder's staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year; and
- d. Describe how Responder will interface with the DeKalb County Departments to effectively resolve issues related to service delivery and clients.

6. Personnel:

This section shall include the following information in the order listed:

- a. Provide a copy of Responder's organizational chart that identifies current staffing;
- b. Discuss Responder's policy regarding criminal background checks and drug screening of new and current employees;
- c. Describe staff scheduling procedures and method for handling alternate scheduling needs to maintain service delivery in the event of expected or unexpected staff absences;
- d. Identify any proposed subcontractors. Indicate the exact nature of the work to be performed by each subcontractor; and
- e. Enter the number of employees available AND list the languages available for this

project by job classification on **Exhibit 1, Job Categories, Classifications and Descriptions** to Attachment A, *Scope of Services (pages 19-22)*. Submit the completed **Exhibit 1** along with this evaluation criterion.

7. Financial Responsibility:

This section shall include the following information in the order listed:

- a. Provide the Responder's year of incorporation along with financial information.
- b. Provide financial statements for the last three (3) years that evidences the Responder's financial capabilities to perform the Statement of Work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.); and

8. References:

- a. Provide at least three (3) references for services similar or larger in size and scope to the services described within this document using the *Contractor Reference and Release Form* attached hereto as Attachment F.; and
- b. Provide three (3) references for each subcontractor proposed as 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 anticipated subcontract to the project outlined in this RFP. Use Attachment G, *Subcontractor Reference and Release Form*. Make additional copies as needed.

9. Technical proposals shall be submitted in a sealed envelope(s) or box(es) with Responder's name and "Request for Proposals No. 19-500533 for Temporary Personnel Services (Four (4) Year Multi-Year Contract)" on the outside of each envelope or box. **DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.**

C. DEKALB FIRST ORDINANCE

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified DeKalb First Local Small Business Enterprise (LSBE) Vendors may be found on the DeKalb County website.
2. It is required that all Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply with, complete and submit all LSBE forms (Attachment H, DeKalb First LSBE Information with Exhibits 1 and 2) with the proposal in order to remain responsive.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at (404) 371-7051.

D. FEDERAL WORK AUTHORIZATION PROGRAM CONTRACTOR AND SUBCONTRACTOR EVIDENCE OF COMPLIANCE

All qualifying Responders and subcontractors performing work with DeKalb County, Georgia must register and participate in the Federal work authorization program to verify the work eligibility information of new employees. Successful Responder(s) shall be required to register and participate in the Federal work authorization program which is a part of Attachment J, *Sample County Contract*. Attachment C, *Contractor Affidavit*, should be completed and submitted with the Responder's proposal.

V. CRITERIA FOR EVALUATION

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

A. Cost Proposal (10 points)

B. Technical Proposal (80 points):

1. Technical Approach (25 points)
2. Project Management (15 points)
3. Personnel (10 points)
4. Organizational Qualifications (20 points)
5. Financial Responsibility (5 points)
6. References (5 points)

C. Local Small Business Enterprise Participation (10 points)

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

VI. CONTRACT ADMINISTRATION

A. STANDARD COUNTY CONTRACT

The attached sample contract is the County's standard contract document (see Attachment J), 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 and clearly identified as "Exceptions to the County's Standard Contract." Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. SUBMITTAL INSTRUCTIONS

1. **One (1) original Technical Proposal stamped “Original”, and seven (7) identical copies, and one (1) compact disc or USB flash drive containing an identical copy, of the Technical Proposal ONLY (do not include costs); and one (1) original Cost Proposal (see Section IV. A. for additional instructions regarding submittal of Cost Proposal), must be submitted to the following address no later than 3:00 p.m. on November 21, 2019:**

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

2. Proposals must be clearly identified on the outside of the packaging with the Responder’s name and “Request for Proposals No. 19-500533 for Temporary Personnel Services (Four (4) Year Multi-Year Contract)” on the outside of the envelope(s) or box(es).

C. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at 11:00 a.m. on Tuesday, October 29, 2019 at Department of Watershed Management, 4572 Memorial Drive, Decatur, Georgia 30032. Interested Responders are strongly encouraged to attend and participate in the pre-proposal conference. For more information, call Crystal Creekmore, Senior Procurement Agent, at (404) 371-2710 or send an email to ccreekmore@dekalbcountyga.gov.

D. QUESTIONS

All questions concerning this RFP 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 Crystal Creekmore, via email to ccreekmore@dekalbcountyga.gov by the **5:00 p.m. on November 1, 2019**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date may not receive a response or be the subject of addenda.

E. ACKNOWLEDGEMENT 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 Crystal Creekmore at (404) 371-2710 or send an email to ccreekmore@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County’s website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. PROPOSAL DURATION

Proposals submitted in response to this RFP shall be valid for a period of one hundred twenty (120) days from the proposal submission deadline and must be so marked.

G. PROJECT DIRECTOR/CONTRACT MANAGER

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

H. EXPENSES OF PREPARING RESPONSES TO THIS RFP

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

I. GEORGIA OPEN RECORDS ACT

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

J. FIRST SOURCE JOBS ORDINANCE

1. 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 as Attachment I, *First Source Jobs Ordinance (with Exhibits 1-4)* and submit with the Responder's proposal.
2. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

K. BUSINESS LICENSE

Upon contract award, the successful Responder shall submit a copy of its valid company business license. 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

1. Responders 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.
2. 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

1. 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.
2. 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 another city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms and conditions to the entity. Piggybacking shall only be available where competition was used to secure the contract and only for a period of twelve (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.

VII. AWARD OF CONTRACT

- A. An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.
- B. If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one (1) hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.
- C. The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision of contract award.
- D. **The County reserves the right to make one (1) award or multiple awards, to reject any and all proposals, to waive informalities, and to re-advertise.**

Sincerely,



Crystal Creekmore, MBA, CPPB
Senior Procurement Agent
Department of Purchasing and Contracting

| | |
|---------------|-----------------------------------------------------------|
| Attachment A: | Scope of Services |
| Attachment B: | Cost Proposal |
| Attachment C: | Contractor Affidavit |
| Attachment D: | Subcontractor Affidavit |
| Attachment E: | Sub-subcontractor Affidavit |
| Attachment F: | Contractor Reference and Release Form |
| Attachment G: | Subcontractor Reference and Release Form |
| Attachment H: | DeKalb First LSBE Information with Exhibits 1-2 |
| Attachment I: | First Source Jobs Ordinance Information with Exhibits 1-4 |
| Attachment J: | Sample County Contract |
| Attachment K: | Proposal Cover Sheet |

ATTACHMENT A**SCOPE OF SERVICES
with Exhibit 1**

The County's objective is to obtain services for Temporary Personnel Services for daily employment services. In instances in which the Contractor(s) is unable to provide the required temporary personnel service, as described in the Scope of Services, the County shall be free to solicit, at its sole discretion, help from other qualified, but non-contractual, temporary staffing agencies to whatever extent the County feels is necessary or desirable to meet the demand.

The Contractor shall provide Temporary Personnel Services in accordance with the following:

1. Contractor must provide temporary personnel within 24 hours from point of request for assignments designated by the County as an emergency and within 48 hours from point of request for all other departments. See *Exhibit 1, Job Categories, Classifications and Descriptions*.
2. During the assignment, temporary personnel shall not work for any period over eight (8) hours per day for a maximum of forty (40) hours per week without prior authorization from the DeKalb County Human Resources and Merit System Department. Normal working hours are 8:30 A.M. to 5:00 P.M., Monday through Friday.
3. Prior to the start of each assignment, working hours will be mutually agreed to by the Requesting Department and the Contractor.
4. Except in connection with a replacement for cause, the Contractor will not reassign or replace personnel assigned to the County unless the Contractor can demonstrate, to the reasonable satisfaction of the County, that such reassignment will not have a material adverse effect on the County's operations.
5. Contractor shall comply with DeKalb County's employment policies; Equal Employment Opportunity; Americans with Disabilities Act; Age Discrimination in Employment Act; Georgia Security and Immigration Compliance Act; Immigrant Reform and Control Act; Title VI of the Civil Rights Act of 1964; and other local, state, and federal legislation as required.
6. Employees with bilingual capabilities may be required from time to time by the County. Spanish is the most common language used by the various departments for each common position description.
7. Contractor agrees that no penalty or other monetary transaction shall be imposed on the County, or on a temporary employee, if that employee is hired as a permanent or part-time employee with DeKalb County at any time during or after contract service dates.
8. The County under no circumstances is obligated to employ the Contractor's employee on a full-time basis. The intent of this contract is to obtain assistance with temporary staffing. It is not the intent of the County to utilize the Contractor as a recruiting service for full and/or part-time positions. Contractual arrangements between the Contractor and its

employee do not pertain to this contract. No contracts between the Contractor and its employee are recognized by or incorporated into this contract.

9. Certain job specifications in the County require drug and alcohol testing. In providing temporary personnel to the County to fill these job specifications, the Contractor must provide drug and alcohol testing before an employee is assigned to the County. The cost of the drug and alcohol testing is the responsibility of the Contractor. The Contractor must submit, with the Technical Proposal, a sample copy of the drug and alcohol test which shall be utilized for those positions requiring drug and alcohol testing as specified by the County. The Contractor will be required to maintain a file copy of each temporary employee's drug and alcohol test who is assigned to DeKalb County. The County may review said record upon request. The County will not make payment to the Contractor for any labor incurred where this paragraph's stated requirement is not met and retains the right to terminate the Contractor's contract where this paragraph's stated requirement is not met.
10. Certain job specifications in the County require criminal background checks (including police fingerprint checks). In providing temporary personnel to the County to fill these job specifications, Contractor must complete a criminal background check before an employee is assigned to the County. Contractor must provide a signed acknowledgement form stating a background check was conducted and temporary employee meets DeKalb's background requirements for job they are employed to do. Background checks must include verification of education and credentials. The cost of the criminal background check shall be the responsibility of the Contractor. A copy of the temporary employee's police fingerprint check and background report shall be retained on file by the Contractor and the County may review said file upon request. The Contractor may not assign any worker until it investigates and determines that there is nothing in the background of the worker that would render them unfit to work the specified job, including but not limited to: falsification of background info, conviction of a criminal offense, or pending charges which substantially relates to the duties and responsibilities to be assigned to the worker. The County will not make payment to the Contractor for any labor incurred where this paragraph's stated requirement is not met and retains the right to terminate the Contractor's contract where this paragraph's stated requirement is not met.
11. Contractor shall work with the County to establish computer skills and aptitude testing/assessments for applicable jobs that are administered through online tools. Upon request, Contractor shall provide copies of their tests, the results and any other selection criteria/procedures that will assure a candidate's skill proficiency, aptitude and overall motivation meeting County's standard.
12. Contractor must implement any necessary procedures to fulfill certain position requirements.
13. Contractor will require temporary personnel to complete customer service, sexual harassment prevention, and confidentiality training before being assigned to the County, and provide proof of completion with each placement.
14. A copy of the Immigration and Naturalization Service Employment Eligibility Verification form (I-9), including all required documents as outlined in the I-9 form, must be maintained

by the Contractor on each employee assigned to the County and the County may review said file upon request. In accordance with OCGA § 13-10-91 and Georgia Department of Labor Rules § 300-10-1-.02, the Contractor must also be registered and participate in a federal work authorization program to verify work eligibility. The County will not make payment to the Contractor for any labor incurred where this paragraph's stated requirement is not met and may terminate the Contractor's contract where this paragraph's stated requirement is not met.

15. Assignments may sometimes require temporary personnel to have access to confidential information regarding County operations or private information from individuals. The Contractor agrees that it or its temporary personnel will not use confidential information for any purpose except as contemplated pursuant to this agreement.
16. Contractor and temporary employees will comply with County policies, procedures and requirements with respect to access to the County's offices and data. Said policies, procedures and requirements will be provided to temporary personnel upon assignment.
17. Notwithstanding the foregoing, a party may disclose the other party's confidential information (i) to the extent necessary to comply with any applicable law, rule, regulation or ruling; (ii) as appropriate to respond to summons or subpoena; or (iii) to the extent necessary to enforce its rights under this Agreement.
18. Temporary employees shall be paid in a manner that does not require employees to leave their duty stations with the County in order to receive their pay checks. Any incentive program that rewards excellent performance and/or encourages employees to stay the entire length of an appointment must be included in the Technical Proposal. The County shall not be responsible for the payment of incentive awards.
19. Some temporary employee assignments, such as those for the Information Systems Department, may be identified by the County as a project assignment, meaning it is the intent of the County to have one (1) or more temporary employee(s) assigned to the project for the duration of the project from start to finish (possibly in straight shifts).
20. Contractor must be responsible for all insurance, worker's compensation, payroll taxes, and other employer mandated items for their employees. It is the Contractor's sole responsibility to educate their employees as it pertains to their employment with the Contractor and the County.
21. It shall be the discretion of the hiring department/division to accept or reject a proposed temporary employee. The Contractor will be required to replace an unacceptable employee no later than the first work day following notification to the Contractor the employee has been determined to be unacceptable. Acceptability of temporary employees is at the sole discretion of the County.
22. Contractor will be responsible for providing DeKalb County Human Resources and Merit System Department a monthly management report and customer usage report for each county department by the **5th** business day of each month. Reports must be on a separate tab for each month, with a separate year-to-date (YTD) tab that calculates a running total, and must include at a minimum: (1) the total number of employees by position; (2)

department assigned; (3) assignment billing address; (4) total number of hours worked per employee; (5) total cost of position, skill or category, including bill rate and pay rate; (6) a grand total of employees, hours, and cost; (7) assignment begin date for each employee; and (8) assignment end date for each employee. The monthly management report shall be provided in an electronic format in Microsoft Excel. Specific formatting and report structure details will be provided.

23. Contractor will monitor the usage of temporary staffing and will contact Human Resources immediately when any employee is placed in a single position or department in excess of 1000 hours in any twelve (12) month period.
24. Group timesheets shall be provided for each department/division in hard copy and in electronic format in Microsoft Excel by Monday of each week. For billing and tracking purposes, all time sheets should indicate the name, unique identifier (never social security number or birthdate), time in and out, lunch time out and in, and a two (2) digit departmental code (provided by the County) for each day, Monday through Sunday. Week-ending date should be on all timesheets. The timesheet should provide places for the employee's signature and a DeKalb County approval signature. An employee must work a full forty (40) hours in a work week before overtime can be considered. **Temporary employees shall not work in excess of forty (40) hours per work week without prior written approval by the County. Should overtime be approved, Federal Labor Standards Act (FLSA) guidelines shall govern.**
25. Group invoices by department shall be provided in hard copy and in electronic format in Microsoft Excel. Invoices must contain the following information at a minimum: (1) department/division number; (2) invoice number; (3) purchase order number; (4) week-ending date and invoice date; (5) description of job title; (6) employee name; (7) hours worked, hourly bill rate, and total amount due for each employee; and (8) invoice totals to include total hours worked and total payment due. Invoices are to reflect information reported on the individual time sheet. A copy of each individual time sheet shall be attached to the corresponding invoice. Do not combine department/division on time sheets or on the invoices. Contractor shall not issue credits or debits for incorrect invoices. New invoices with corrected amounts shall be submitted for payment processing. The Contractor shall furnish a monthly statement of outstanding invoices with each invoice. The County's goal for the payment of undisputed invoices is thirty (30) days from invoice receipt.
26. Contractor shall provide services at the rates provided in the Cost Proposal. The County shall have no duty to make deductions for unemployment insurance, social security contributions, or state or federal income taxes. As the employer, such deductions shall remain the sole responsibility of the Contractor.
27. Contractor will regularly monitor employee's performance and assist with any performance issues. The Contractor shall contact the hiring County supervisor on the first day of placement, once a week for 3 weeks and monthly after placement. The County will provide verbal and/or written feedback as necessary.
28. Temporary employees must meet the requirements/skills specified in the DeKalb County job specifications for the position descriptions specified in *Exhibit 1, Job Categories, Classifications and Descriptions*. The Contractor will be required to maintain a copy of the

appropriate/required skills test(s) on file for each temporary employee assigned to the County and the County may review said record upon request. The cost of appropriate skills tests is the responsibility of the Contractor. The County will not make payment to the Contractor for any labor incurred where this paragraph's stated requirement is not met and retains the right to terminate the Contractor's contract where this paragraph's stated requirement is not met.

29. The County reserves the right to request additional temporary personnel categories not identified by the classifications provided in *Exhibit 1, Job Categories, Classifications and Descriptions* or *Attachment B, Cost Proposal*. If such a request is made, the County and Contractor shall mutually agree to a firm fixed hourly rate for the additional categories that shall be adopted by a written Change Order pursuant to the terms and conditions within the agreement and apply for the duration of the agreement.

[END OF SCOPE OF SERVICES]

EXHIBIT 1**JOB CATEGORIES, CLASSIFICATIONS & DESCRIPTIONS**

The most common position descriptions for temporary personnel required by the County are outlined below. Contractor shall indicate the number of available personnel for each position described in the following list:

A. Job Category: Call Center/Financial

1. **Accountant:** Performs accounting functions for assigned accounts; enters and posts financial data; prepares and approves journal entries; reconciles accounts; calculates data and enters data into computer systems; researches errors and makes corrections as required; prepares tax forms; maintains financial records; and prepares and submits related reports as required.

No. of personnel available: _____

Languages available: _____

2. **Accounting Technician:** Basic bookkeeping skills and financial office procedures. Uses common office equipment associated with accounting functions.

No. of personnel available: _____

Languages available: _____

3. **Billing Specialist:** Prepares and processes utility service bills; reviews billing charges and meter readings; prepares and submits billing and usage reports; prepares bills for mailing; and maintains and updates all files and accounts. Processes payments for utilities and other fees and services; receives monies from customers by check, cash, and credit card; documents payments received; balances cash drawer daily; and prepares bank deposits. Performs customer service functions; provides information and assistance regarding utility billing, payments, or other issues; responds to routine questions, complaints, or requests for service; initiates problem resolution; conducts research; recommends solutions; troubleshoots problems and errors; resolves order and invoice disputes; and conducts follow-up to ensure customer satisfaction.

No. of personnel available: _____

Languages available: _____

4. **Collections Specialist:** Processes payments for utilities and other fees and services; receives monies from customers by check, cash, and credit card; documents payments received; enters payment information into computer system; balances cash drawer daily; prepares and submits bank deposits; and maintains related documentation and reports. Monitors past due accounts; reviews delinquent customer listing; contacts customers to investigate late or non-payment of accounts; facilitates corrective action; schedules cut-offs; researches and corrects errors in accounts; collects on past due accounts; and prepares related reports.

No. of personnel available: _____

Languages available: _____

- 5. **Customer Care Representative:** Performs customer service functions; provides information/assistance regarding water, sewer, sanitation or other services, procedures, documentation, fees, or other issues on the phone or in person; distributes forms and documentation; responds to routine questions or complaints; researches problems/complaints; and initiates problem resolution.

Analyzes customer accounts; receives and reviews billing charges, meter readings, and service issues; performs calculations to resolve seasonal billing questions, tiers, and consumption; identifies errors and problems; initiates problem resolution; and maintains and updates all files and accounts.

Enters new accounts, connections/disconnections, work orders, re-reads or other requests in department computer systems; assists customers in identifying needed services; provides information regarding services and fees; inputs data; and creates and updates work orders. Must be able to pass computer skills assessment.

No. of personnel available: _____

Languages available: _____

- 6. **Permit Technicians:** Accurately process and record building permit applications and payments.

No. of personnel available: _____

Languages available: _____

B. Job Category: Professional/Clerical

- 1. **Administrative Assistant:** Must project a professional image. Typing ability 45 wpm. Type on PC using a variety of software packages; Microsoft Word is most commonly used. Type memoranda, correspondence and forms from copy. May be asked to perform complex tasks; attention to detail necessary. Greet visitors, answer phone and supply information; make appointments. Open and sort mail and file.

No. of personnel available: _____

Languages available: _____

- 2. **Auditor:** Perform routine internal financial, contractual, and administrative reviews in an assigned department or program for the County.

No. of personnel available: _____

Languages available: _____

- 3. **Department Systems Administrator:** administer department/agency specific information systems; plan and implement departmental solutions, and coordinate with central IT to meet agency requirements.

No. of personnel available: _____

Languages available: _____

- 4. **Enterprise Technician:** Install, configure, integrate and maintain computers, software, and Local Area Networks with enterprise-wide and network-based systems.

No. of personnel available: _____

Languages available: _____

5. **Legal Secretary:** Typing ability of 60 wpm, word processing ability, and familiarity with legal process/court systems.

No. of personnel available: _____

Languages available: _____

6. **Office Assistant:** Typing ability 45 wpm minimum; type from correspondence (including statistical information copy); greet public, answer phone and supply information; file under alphabetical and numerical systems; sort and compile written materials; use copying equipment as well as other common office equipment and multi-line phone system; takes messages, greets public, and gives general information and directions. This category includes typist, receptionist and file clerk duties.

No. of personnel available: _____

Languages available: _____

C. Job Category: Professional/Clerical

1. **Crew Worker (Laborer):** Perform unskilled and semi-skilled manual work associated with the construction, maintenance, and upkeep of County streets/roads, rights-of-way, water distribution and collection systems, stormwater and drainage systems, public facilities and properties, solid waste facilities, and other infrastructure as part of a public works/utilities crew. Miscellaneous physical labor tasks requiring considerable physical stamina, e.g. unloading trucks, pouring and shoveling sand, cleaning sludge from wastewater filter drains. Must be able to report to work immediately; work locations may be anywhere in the County, not always on bus lines, and Contractor’s insurance must be able to cover temporary employees being driven to exact job site by DeKalb County personnel.

No. of personnel available: _____

Languages available: _____

2. **Landscape/Grounds Maintenance Worker:** Performs advanced landscaping/ground maintenance tasks (i.e. using all types of pesticides; pruning variety of plants; planting/transplanting plant material; turf seeding/sodding; fertilizing; irrigating; miscellaneous seasonal grounds keeping chores.) In the course of these duties may operate mechanical/electrical equipment, e.g. lawn mowers, weed-eaters, etc. Must be able to report to work immediately; work locations may be anywhere in the County, not always on bus lines. May be transported to work sites by County personnel, so Contractor’s insurance must be able to cover such transportation.

No. of personnel available: _____

Languages available: _____

3. **Mail Clerk:** Sorts and directs incoming and outgoing interoffice and U.S. Postal Service mail; Receives, sorts, and distributes U.S. mail, parcels and interoffice mail; Operates automated mail equipment, runs machine reports and contacts vendor for maintenance

servicing; Provides courier services to deliver mail to County departments; Prepares outgoing mail by weighing, stamping, and sorting for post office pickup; Provides service at window.

No. of personnel available: _____

Languages available: _____

4. **Project Coordinator:** Coordinates project-related activities for new construction, renovations and other work order requests; Researches, plans, designs and develops, technical evaluations, project accounting and reporting; Facilitates project planning, development, monitoring, and completion of initiatives on projects; Works with customers, vendors, contractors, architects, engineers, regulatory agencies, and others during a project lifecycle; facilitates project work consistent with department-defined project management processes and goals; Designs, develops and produces charts, graphs, maps, spreadsheets and graphics necessary for clear and concise presentations.

No. of personnel available: _____

Languages available: _____

5. **Recreation Assistant:** Assist in providing recreational activities and events for the leisure and enjoyment of the public. Duties vary depending on assignment.

No. of personnel available: _____

Languages available: _____

ATTACHMENT B

COST PROPOSAL FORM

TEMPORARY PERSONNEL SERVICES (FOUR (4) YEAR MULTI-YEAR CONTRACT)

Responder: The cost proposal(s) must be submitted in a **separate, sealed envelope** with the Responder’s name and “Request for Proposals No. (RFP) No.19-500533, for Temporary Personnel Services (Four (4) Year Multi-Year Contract)” clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he/she has carefully examined and fully understands the RFP in its entirety, and hereby agrees that if this proposal is accepted, they will contract with DeKalb County according to the Request for Proposal documents.

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Signature of Contact Person: _____

Title of Contact
Person: _____

Telephone
Number: _____

Fax
Number: _____

E-mail
Address: _____

ATTACHMENT B**COST PROPOSAL FORM****TEMPORARY PERSONNEL SERVICES
(FOUR (4) YEAR MULTI-YEAR CONTRACT)**

State firm pay/bill rates in U.S. dollars and enter the markup rates in percentages, for Year One of the Agreement for each job classification. Responder shall enter figures as described in the form below. Responder may not provide costs outside of the form below. Rates for each job classification shall include all costs associated with providing Temporary Personnel Services to DeKalb County Government as outlined in the Scope of Services and the Responder's Technical Proposal.

Responders may provide costs for one or multiple Job Categories. Responder must provide pricing for all Job Classifications within the chose Job Category(ies) to be considered.

YEAR ONE

| Job Category | Job Classification | Pay Rate | Bill Rate | Markup Rate |
|---------------------------------|---------------------------------------------|-----------------|------------------|--------------------|
| A. Call Center/Financial | Accountant | \$ | \$ | % |
| | Accounting Technician | \$ | \$ | % |
| | Billing Specialist | \$ | \$ | % |
| | Collections Specialist | \$ | \$ | % |
| | Customer Care Representative | \$ | \$ | % |
| | Permit Technician | \$ | \$ | % |
| B. Professional/Clerical | Administrative Assistant | \$ | \$ | % |
| | Auditor | \$ | \$ | % |
| | Department Systems Administrator | \$ | \$ | % |
| | Enterprise Technician | \$ | \$ | % |
| | Legal Secretary | \$ | \$ | % |
| | Project Coordinator | \$ | \$ | % |
| | Office Assistant | \$ | \$ | % |
| C. Skilled Laborer | Crew Worker (Laborer) | \$ | \$ | % |
| | Landscape/Grounds Maintenance Worker | \$ | \$ | % |
| | Mail Clerk | \$ | \$ | % |
| | Recreation Assistant | \$ | \$ | % |

ATTACHMENT B

COST PROPOSAL FORM

**TEMPORARY PERSONNEL SERVICES
(FOUR (4) YEAR MULTI-YEAR CONTRACT)**

Responder shall enter the **MAXIMUM YEARLY PERCENTAGE INCREASE** in the **FIRM HOURLY BILL RATE**, if any, for continued services in each consecutive year. The **MAXIMUM YEARLY PERCENTAGE INCREASE** shall be based on but not exceed the Consumer Price Index (CPI) for large urban areas in the southeast and is not to exceed four percent (4 %) for each renewal term.

| | |
|--------------------------------------------------------------|---|
| Maximum Yearly Percentage Increase for Renewal Term 1 | % |
| Maximum Yearly Percentage Increase for Renewal Term 2 | % |
| Maximum Yearly Percentage Increase for Renewal Term 3 | % |

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Temporary Personnel Services (Four (4) Year Multi-Year Contract)

Name of Project

DeKalb County, Georgia

Name of Public Employer

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

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

By: _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____

ATTACHMENT D**Subcontractor Affidavit Under O.C.G.A. § 13-10-91**

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Temporary Personnel Services (Four (4) Year Multi-Year Contract)
Name of Project

DeKalb County, Georgia
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

ATTACHMENT E

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT F

CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT G

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT H

**DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS 1 – 2**

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

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

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

| |
|-------------------------------------------|
| Percentage of LSBE Participation Required |
| 20% of Total Award |

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

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

Prime Contractor(s) deemed responsible and remains responsive to 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 **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/Responder has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit 1".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit 1". The certified vendor list establishes the group of Certified LSBE's from which the bidder/Responder must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit 1." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

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

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

EXHIBIT 1

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

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

PRIME BIDDER/RESPONDER _____

SOLICITATION NUMBER: RFP No. 19-500533

TITLE OF UNIT OF WORK – Temporary Personnel Services (Four (4) Year Multi-Year Contract)

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

_____LSBE-DeKalb _____LSBE-MSA

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

3. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit 2”.

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

EXHIBIT 1 (Continued)

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

Please attach additional pages, if necessary.

EXHIBIT 1 (Continued)

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

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

| | Yes | No | Description of Actions |
|----|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | | | Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation. |
| 2. | | | Provide a contact log showing the company’s name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work. |
| 3. | | | Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal. |
| 4. | | | Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/responder 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): |

EXHIBIT 1 (Continued)

**DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS**

Please explain all “no” answers entered 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/responder’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 1 (Continued)**BIDDER/RESPONDER STATEMENT OF COMPLIANCE**

Bidder(s)/Responder(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.

EXHIBIT 1 (Continued)

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

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit 1 and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

| | |
|-------------------------------------------|------|
| (Authorized Signature and Title Required) | Date |
|-------------------------------------------|------|

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT 2

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

Instructions:

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

To: _____
(Name of Prime Contractor Firm)

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

ITB Number: RFP 19-500533

Project Name: Temporary Personnel Services (Four (4) Year Multi-Year Contract)

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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

 Contractor or Beneficiary Name (Signature)

 Contractor or Beneficiary Name (Printed)

 Title

 Telephone

 Email

 Name of Business

Please answer the following questions:

How many job openings do you anticipate filling related to this contract? _____

How many incumbents/existing employees will retain jobs due to this contract?

DeKalb Residents: _____ Non-DeKalb Residents: _____

How many work hours per week constitutes Full Time employment? _____

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

WorkSource DeKalb 774 Jordan Lane, Building #4, Decatur, GA 30033 (404) 687-3400 www.worksourcedekalb.org
 An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Responder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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

Please note: We need one form completed for each position that you have available.

DATE: _____ **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 agency? **YES** **NO**

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

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

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM **TEMP** **TEMP-TO-PERM** **SEASONAL**

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT **DRUG** **MVR** **BACKGROUND** **OTHER** _____

Please return form to: Business Solutions Unit (First Source)

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400; FirstSourceJobs@dekalbcountyga.gov

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 4

EMPLOYMENT ROSTER

Contract Number: _____

Project Name: _____

Contractor: _____ **Date:** _____

| Name | Position: | Start Date | Hourly Rate of Pay | Hired for this Project? (yes/no) | Anticipated Length of Employment (Months) | % of Time Dedicated to the Project | Full or Part Time? (No. of Hours) | Georgia County of Residency |
|------|-----------|------------|--------------------|----------------------------------|-------------------------------------------|------------------------------------|-----------------------------------|-----------------------------|
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ATTACHMENT J**COUNTY'S SAMPLE CONTRACT****AGREEMENT FOR PROFESSIONAL SERVICES
(Sample County Contract)****DEKALB COUNTY, GEORGIA**

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

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

ARTICLE I. CONTRACT TERM

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

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this

Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment 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 www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info

ARTICLE III. SCOPE OF SERVICES

The Contractor agrees to provide all _____ services in accordance with, Attachment A, Scope of Services attached hereto and incorporated herein by reference, the County’s Request for Proposals (RFP) No. 19-500533 for *Temporary Personnel Services (Four (4) Year Multi-Year Contract)*, attached hereto as Appendix I and incorporated herein by reference, and the Contractor’s response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE IV. GENERAL CONDITIONS

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

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

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any

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

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

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

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

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

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

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the

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

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

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

- owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:
- DeKalb County, Georgia**
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance

with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

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

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

the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

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

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

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 774 Jordan Lane, Building 4, Decatur, GA 30033.

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

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

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Scope of Services,

Attachment B, Contractor’s Cost Proposal; Attachment C, Contractor’s Affidavit; Attachment D, Subcontractor’s Affidavit(s); Attachment E, Sub-subcontractor’s Affidavit(s); Attachment F, Certificate of Corporate Authority, Articles of Organization, or Joint Venture Certificate; Attachment G, Other Required Documents; Appendix I, County’s RFP; and Appendix II, Contractor’s Response.

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Department Director

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

Date

ATTEST:

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

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
(Sample County Contract)
SCOPE OF SERVICES

ATTACHMENT B
(Sample County Contract)

CONTRACTOR'S COST PROPOSAL

ATTACHMENT C
(Sample County Contract)
Contractor Affidavit under O.C.G.A. §13-10-91

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project
DeKalb County Georgia Government
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D
(Sample County Contract)
Subcontractor Affidavit under O.C.G.A. § 13-10-91

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E
 (Sample County Contract)
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

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

 Federal Work Authorization User Identification Number

 Date of Authorization

 Name of Sub-subcontractor

 Name of Project

DeKalb County Georgia Government

 Name of Public Employer

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

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

By: _____

Signature of Authorized Officer or Agent

 Printed Name and Title of Authorized Officer or Agent

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

 NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT F
(Sample County Contract)
CERTIFICATE OF CORPORATE AUTHORITY

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 F
(Sample County Contract)
ARTICLES OF ORGANIZATION

I, _____, certify that I am the Registered Agent for _____ named as Contractor herein, same being organized to do business under the laws of the State of _____; that executed this Contract on behalf of the Contractor was, then and there and that said Contract was duly signed by said Agent for and in behalf of said company, pursuant to the authority of its governing body and within the scope of its company powers.

I further certify that the names and addresses of the organizers, members, and/or managers of all are as follows:

BY: _____
Signature

NAME: _____
Type or Print

This _____ day of _____ 20_____ (Company Seal)

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

I, _____, ⁽¹⁾ certify that

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

This _____ day of _____, 20 ____.

INSTRUCTIONS:

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

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

ATTACHMENT G
(Sample County Contract)
OTHER REQUIRED DOCUMENTS

The County's Request for
Proposals (RFP) No. 19-500533

(Sample County Contract)

APPENDIX I

“Excerpts from the Contractor’s
Response to the County’s Request for
Proposals (RFP) No. 19-500533”

(Sample County Contract)

APPENDIX II

END OF ATTACHMENT J
SAMPLE COUNTY CONTRACT

ATTACHMENT K**PROPOSAL COVER SHEET**

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

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

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--|
| Company Name | | | | Federal Tax ID# | |
| Complete Primary Address | | County | City | Zip Code | |
| Mailing Address (if different) | | City | State | Zip Code | |
| Are you a DeKalb County Firm? Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | |
| Contact Person Name and Title | | | Telephone Number (include area code) | | |
| Email Address | | | Fax Number (include area code) | | |
| Company Website Address | | | Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government | | |
| <p>Proposals for RFP No. 19-500533 described herein will be received in the Purchasing and Contracting Department, The Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030 on <u>November 21, 2019 until 3:00 p.m. (EST)</u>.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p> | | | | | |
| <p>Proposal Cover Sheet should be signed by a representative of Responder with the authority to bind Responder to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p> | | | | | |
| Authorized Representative Signature(s) | | | | Title(s) | |
| Type or Print Name(s) | | | | Date | |