



**DeKalb County  
Department of Purchasing and Contracting**

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**NOVEMBER 30, 2020**

**REQUEST FOR PROPOSALS (RFP) NO. 20-500562  
FOR  
NETWORK PROFESSIONAL SERVICES & MONITORING**

Procurement Agent: Jovan Hooper  
Email: [jhooper@dekalbcountyga.gov](mailto:jhooper@dekalbcountyga.gov)

Mandatory DeKalb First LSBE Meeting: Wednesday December 2, 2020  
**Proposers must attend 1 meeting on  
either of the dates listed.** Wednesday December 9, 2020

**Meetings are held at 10:00AM and  
2:00PM:**

Zoom Video and/or Audio Conferencing

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

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

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

NON-Mandatory Pre-Proposal  
Conference:

Tuesday December 8, 2020 at 11:00AM EST.  
Zoom Meeting: <https://dekalbcountyga.zoom.us/j/81806315682> Password: 566062

Deadline for Submission of Questions:

5:00 PM EST, Thursday December 17, 2020

Deadline for Receipt of Proposals:

3:00 PM EST, Thursday January 7, 2021

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

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

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**NOVEMBER 30, 2020**

**REQUEST FOR PROPOSAL (RFP) NO.: 20-500562**  
**FOR**  
**NETWORK PROFESSIONAL SERVICES & MONITORING**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in providing managed network services and maintenance support services for the enterprise local and wide area County voice and data network to submit proposals for professional and managed services, support, and maintenance support.

**I. INTRODUCTION**

DeKalb County Government is seeking advanced professional services related to our enterprise networks. The services will include advanced professional services and support for a combination of software and hardware infrastructure that is used to provide mission critical network connectivity to all county locations and operations. Providers must provide a complete solution that includes requested services, support, certified professional engineers, on-call support, and a full-service network operations center.

The professional services will include the following areas of service and support:

- Network Operations Center (NOC)
- On-call / On-Demand Technical Support including Remote and Dispatch Services
- Uninterruptable Power Supply Services
- Palo Alto Advanced Professional Services
- Juniper Networking Advanced Professional Services
- F5 Networking Advanced Professional Services
- InfoBlox Advanced Professional Services
- Aruba Advanced Professional Services

Because of the sensitive nature of the work being performed and the access to DeKalb County Government facilities and technical infrastructure, all engineers and technical staff assigned to this program will be subject to a criminal and employment background check. All engineers and technical staff assigned to this program must have appropriate required active and current certifications. Expired certifications and/or non-technical certifications will not be considered. No technical support staff or technical engineering staff will be located at DeKalb County Government facilities. This is not a staff augmentation, contract staff, or supplemental staffing solicitation.

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

<b>Required Documents</b>	<b>Attachment</b>
Proposal Cover Sheet	A
Contractor Reference and Release Form	B
Subcontractor Reference and Release Form	C
LSBE Documents – Exhibits A and B	D
Responder Affidavit	E
First Source Jobs Ordinance (with Exhibits 1 – 4)	F
New Employee Tracking Form	G
Cost Proposal	H
Sample County Contract	I
Exceptions to the Standard County Contract, if any	J

**❖ FAILURE TO RETURN THESE ATTACHMENTS WITH YOUR PROPOSAL WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.**

- A. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within one hundred fifty (150) days.
- B. The intent of this bid is to make an all-award; however, the County reserves the right to one (1) award or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.

**II. STATEMENT OF WORK**

**Network Operations Center Services**

DeKalb County Government is seeking a full-service Network Operations Center (NOC) services that must include the following:

- 1. 7x24x365 monitoring from a fully staffed location
- 2. Certified engineers accessible 7x24x365 to address alerts
- 3. Contact and notification to DeKalb County technical staff to address alerts
- 4. Capability to address alerts by using certified engineers employed directly by your company staff
- 5. Capability to dispatch certified engineers 7x24x365 to DeKalb County Government facilities to address alerts
- 6. Fully managed work order and/or incident ticketing system. The ticketing system must include the ability to notify DoIT of status including open and resolved cases if requested by DoIT.
- 7. On-call support technical engineering staffing availability
- 8. Quarterly reporting including detailed network traffic analysis is required

The NOC physical location should be within a 50-mile radius of Decatur, Georgia.

### **Uninterruptible Power Supply Services**

DeKalb County Government is seeking a cooperative management service for our existing and future Uninterruptible Power Supply (UPS) units. The current inventory of UPS equipment is APC brand and includes a full spectrum of data center capacity products. The UPS related services will be conducted in cooperation with DeKalb County Department of Innovation and Technology (DoIT) staff engineers and technicians.

The services should include the following:

1. Battery installation
2. New networked UPS installations
3. Replacement networked UPS installations
4. Required battery maintenance replacements
5. Semi-annual UPS health checks obtained from UPS monitoring reports

### **Palo Alto Professional Services and Technical Support**

DeKalb County Government is seeking a cooperative management service for our existing and future Palo Alto equipment including software, hardware, and advanced configuration. The Palo Alto related services will be conducted in cooperation with DeKalb County Department of Innovation and Technology (DoIT) staff engineers and technicians. Firms must have Palo Alto certified technical support professionals located within 50-miles of DeKalb County to provide on-site technical support when required. Firms must be authorized to provide full spectrum technical support on-site and remote. Firms must be existing and current authorized Palo Alto maintenance and technical support vendor partnership directly with Palo Alto at the Diamond or Platinum level partnership.

The minimum services must include the following:

1. 7x24x365 monitoring of alerts from our existing and future Palo Alto systems from a fully staffed NOC
2. Certified engineers accessible 7x24x365 to address alerts as necessary
3. Contact and notification to DeKalb County technical staff to address alerts as necessary
4. Capability to address alerts by using certified engineers employed directly by your company staff
5. Capability to dispatch certified engineers 7x24x365 to DeKalb County Government facilities to address alerts

### **Juniper Professional Services and Technical Support**

DeKalb County Government is seeking a cooperative management service for our existing and future Juniper Networking equipment including software, hardware, and advanced configuration. The Juniper related services will be conducted in cooperation with DeKalb County DoIT staff engineers and technicians. Firms must have Juniper Networking certified technical support professionals located within 50-miles of DeKalb County to provide on-site technical support when required. Firms must be authorized to provide full spectrum technical support on-site and remote. Firms must be existing and current authorized Juniper Networking maintenance and technical support vendor partnership directly with Juniper Networking Partner Advantage Program at the Partner Support Services and Professional Services Specialization level partnership.

The minimum services must include the following:

1. 7x24x365 monitoring of alerts from our existing and future Juniper Networking equipment and systems from a fully staffed location
2. Certified engineers accessible 7x24x365 to address alerts as necessary
3. Contact and notification to DeKalb County technical staff to address alerts as necessary

4. Capability to address alerts by using certified engineers employed directly by your company staff
5. Capability to dispatch certified engineers 7x24x365 to DeKalb County Government facilities to address alerts
6. Maintain current inventory of DeKalb County Government equipment
7. Maintain limited in-stock inventory of equipment for immediate dispatch to resolve physical hardware failures

### **F5 Professional Services and Technical Support**

DeKalb County Government is seeking a cooperative management service for our existing and future F5 Networking equipment including software, hardware, and advanced configuration. The F5 related services will be conducted in cooperation with DeKalb County DoIT staff engineers and technicians. Firms must have F5 Networking certified technical support professionals located within 50-miles of DeKalb County to provide on-site technical support when required. Firms must be authorized to provide full spectrum technical support on-site and remote. Firms must be existing and current authorized F5 Networking maintenance and technical support vendor partnership directly with F5 Networking. Firms must be able to procure and provide F5 maintenance and support on behalf of DeKalb County Government.

The minimum services must include the following:

1. 7x24x365 monitoring of alerts from our existing and future F5 Networking equipment and systems from a fully staffed location
2. Certified engineers accessible 7x24x365 to address alerts as necessary
3. Contact and notification to DeKalb County technical staff to address alerts as necessary
4. Capability to address alerts by using certified engineers employed directly by your company staff
5. Capability to dispatch certified engineers 7x24x365 to DeKalb County Government facilities to address alerts

### **InfoBlox**

DeKalb County Government is seeking a cooperative management service for our existing and future InfoBlox equipment including software, hardware, and advanced configuration. The InfoBlox related services will be conducted in cooperation with DeKalb County DoIT staff engineers and technicians. Firms must have InfoBlox certified technical support professionals located within 50-miles of DeKalb County to provide on-site technical support when required. Firms must be authorized to provide full spectrum technical support on-site and remote. Firms must be existing and current authorized Building Blox Partner to provide maintenance and technical support vendor partnership directly with InfoBlox. NetMRI experience is preferred.

The minimum services must include the following:

1. 7x24x365 monitoring of alerts from our existing and future InfoBlox equipment and systems from a fully staffed location
2. Certified engineers accessible 7x24x365 to address alerts as necessary
3. Contact and notification to DeKalb County technical staff to address alerts as necessary
4. Capability to address alerts by using certified engineers employed directly by your company staff
5. Capability to dispatch certified engineers 7x24x365 to DeKalb County Government facilities to address alerts

**Aruba Professional Services and Technical Support**

DeKalb County Government is seeking a cooperative management service for our existing and future Aruba Networking equipment including software, hardware, and advanced configuration. The Aruba related services will be conducted in cooperation with DeKalb County DoIT staff engineers and technicians. Firms must have Aruba Networking certified technical support professionals located within 50-miles of DeKalb County to provide on-site technical support when required. Firms must be authorized to provide full spectrum technical support on-site and remote including wireless LAN, switching, and ClearPass policy management expertise. Firms must be existing and current authorized Aruba Networking maintenance and technical support vendor partnership directly with Aruba Networking at the Platinum level or higher.

The minimum services must include the following:

1. 7x24x365 monitoring of alerts from our existing and future F5 Networking equipment and systems from a fully staffed location
2. Certified engineers accessible 7x24x365 to address alerts as necessary
3. Contact and notification to DeKalb County technical staff to address alerts as necessary
4. Capability to address alerts by using certified engineers employed directly by your company staff
5. Capability to dispatch certified engineers 7x24x365 to DeKalb County Government facilities to address alerts
6. Capability to provide direct access to Aruba ATAC engineers as necessary for escalation

**Certification Requirements**

The following certifications are required to be considered responsive to this Request for Proposal solicitation. Firms that do not have existing full-time staff with active, current certifications indicated will be considered non-responsive. Proof of certifications is required to be considered responsive, failure to provide proof will be considered non-responsive. In-progress certifications will not be considered and should not be submitted or represented as having the required certification.

**Palo Alto Certifications**

The following certifications are required to be considered responsive.  
Palo Alto Networks Certified Network Security Engineer (PCNSE)  
Palo Alto Networks Certified Network Security Consultant (PCNSC)  
Associate, Junior and/or Specialist level certifications will not be considered as being responsive.

Certification Name	Staff Name	Certification Number	Date Obtained	Expiration Date

**Juniper Certifications**

The following certifications are required to be considered responsive.

Juniper Networking – Data Center – JNCIE-DC

Juniper Networking – Enterprise Routing and Switching – JNCIE-ENT

Juniper Networking – Security – JNCIE-SEC

Juniper Networking – Cloud – JNCIE-Cloud

Associate, Junior and/or Specialist level certifications will not be considered as being responsive.

Certification Name	Staff Name	Certification Number	Date Obtained	Expiration Date

**F5 Certifications**

The following certifications are required to be considered responsive.

F5 Certified Technical Specialist 301 Big IP LTM

F5 Certified Technical Specialist 302 Big IP DNS

F5 Certified Technical Specialist 303 Big IP ASM

F5 Certified Technical Specialist 304 Big IP APM

F5 Certified Solution Expert 401 Security -F5-CSE SEC

F5 Certified Solution Expert 402 Cloud – F5-CSE CLD

Associate, Junior and/or Specialist level certifications will not be considered as being responsive.

Certification Name	Staff Name	Certification Number	Date Obtained	Expiration Date



**InfoBlox Certifications**

The following certifications are required to be considered responsive.

Core DDI Configuration and Administration – CDCA

Associate, Junior and/or Specialist level certifications will not be considered as being responsive.

Certification Name	Staff Name	Certification Number	Date Obtained	Expiration Date

**Aruba Certifications**

The following certifications are required to be considered responsive.

Aruba Mobility ACMX

Aruba Design ACDX

Aruba ClearPass ACCX

Associate, Junior and/or Specialist level certifications will not be considered as being responsive.

Certification Name	Staff Name	Certification Number	Date Obtained	Expiration Date

**Related Specific Security Certifications**

Non-vendor specific security and related technologies certifications are desired but not required.

Certification Name	Staff Name	Certification Number	Date Obtained	Expiration Date

**III. PROPOSAL FORMAT**

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

**A. Cost Proposal**

1. The cost proposal must be submitted in a separate, sealed envelope with the responder’s name and “**Cost Proposal for RFP No. 20-500562 – Network Professional Services & Monitoring**” on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment H, *Cost Proposal*. **Responder shall not alter the cost proposal form.**

**B. Technical Proposal**

**DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.**

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder’s name and “RFP No. 20-500562 for Network Professional Services & Monitoring” on the outside of each envelope or box.
2. Responder shall complete Attachment A, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.

Proposal Format:

- a. Cover letter: 1 – 5 Pages
- b. Table of Contents: 1 - page
- c. Description of Services Proposed: 1 – 2 Pages
- d. Network Operations Center: 1 – 5 Pages
- e. Network Traffic Analysis Sample Report 1 – 10 Pages
- f. Uninterruptible Power Supply Services: 1 – 5 Pages
- g. Palo Alto Services: 1 – 5 Pages
- h. Juniper Networking Services: 1 – 5 Pages
- i. F5 Networking Services: 1 – 5 Pages
- j. InfoBlox Services: 1 – 5 Pages
- k. Aruba Services: 1 – 5 Pages
- l. Engineering and/or Technical Staff Certifications
- m. Engineering and/or Technical Staff Resume
- n. Company Partnerships: 1 – 10 Pages
- o. Price Proposal: 1 – Page

3. Technical Approach:

- a. Responders are required to describe the procedures and methods that will achieve the required outcome of the technical assignment as specified herein;
- b. Responders shall provide documented, detailed procedures for the handling of alerts from initial alert to resolution of problem; and
- c. Responders shall provide documented escalation procedures, including actions taken at each step of escalation. Details to be provided at the IT department's kickoff meeting are the escalation levels, name and title of individual(s) at each level, and full contact information for all.

4. Expert-Level Technical Professional Services:

- a. Responders are required to describe how the technical and support services will be organized and managed to demonstrate the responders' capability of successfully managing the required services from start to completion;
- b. Responders are required to describe technical and support services reporting procedures, for the assignment(s), that will sufficiently keep the County informed of the progress of the required services;
- c. Responders are required to detail the anticipated use of subcontractors, or vendors to demonstrate that the responder is performing the majority of the statement of work, while effectively using qualified subcontractors; **ALL SUBCONTRACTORS MUST BE APPROVED IN WRITING BY DoIT PRIOR TO ENGAGEMENT. ALL SUBCONTRACTORS MUST POCESS THE SAME EXACT OR HIGHER TECHNICAL CERTIFICATIONS AS REQUIRED IN THIS PROPOSAL.**
- d. Responders are required to describe the resources necessary to accomplish the technical support services and maintenance services as required, which provides detailed evidence the responder has expert knowledge of the technical skills and resources required to successfully accomplish the technical professional services assignment(s) as specified in the RFP.

5. Personnel:

- a. Identify the certified and experienced fully qualified individual(s) that will serve as

manager(s), technical experts performing the required services including all certified technical support engineers performing the services, including any outside personnel, such as fully certified and experienced subcontractors that have been pre-approved by DoIT; and provide resumes and proof of certifications of all team members performing the technical services.

- b. Because of the sensitive nature of the administrative access to our network and related equipment and services WITHOUT EXCEPTION, ALL TECHNICAL, ENGINEERING, AND RELATED SUPPORT STAFF ASSIGNED TO THIS PROGRAM WILL UNDERGO A CRIMINAL AND EMPLOYMENT BACKGROUND CHECK PRIOR TO ISSUANCE OF ANY REQUIRED SYSTEM ACCESS CREDENTIALS. THIS REQUIREMENT APPLIES TO ALL PRIMARY AND SUBCONTRACTORS.

6. Organizational Qualifications:

- a. Responders must provide a description of responders' experience, capabilities and required technical equipment support and maintenance partnerships along with other qualifications as necessary to perform the technical support and maintenance services that evidences the ability to perform the scope of work required by the RFP.
- b. Resumes and proof of certifications for all technical support engineers and personnel shall be included and show at least the following:
  - Name, specialty, job title and job title.
  - Years of relevant experience with the firm and experience with previous employers.
  - Academic degree(s), discipline, and year degree(s) received.
  - Professional registrations and/or technical certifications.
  - Office location where employed.
  - A synopsis of specific experience, skills, training, and other qualifications with demonstrate the individual's ability to fulfill the duties of the position.

7. Financial Responsibility:

- a. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).

8. References:

- a. Responder shall provide three (3) references for services provided similar in size and scope to the assignment specified herein using the Contractor Reference and Release Form attached hereto as Attachment B.
- b. Provide three (3) references for each subcontractor proposed as a part of the services 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 services provided similar in size and scope to the assignment(s) outlined in this RFP. Use Attachment C, Subcontractor Reference and Release Form. Make additional copies as needed.

9. Location and Responsibility:

- a. The Contractor must maintain an engineering office and network operations center in the greater Atlanta area during the contract period. The contractor must be available to meet in person with DeKalb County personnel within a 24-hour period of being notified.

10. Provide the following information: **Are you a DeKalb County Firm? Yes / No**

### **C. DeKalb First Local Small Business Enterprise (LSBE) Ordinance**

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

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

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

#### IV. CRITERIA FOR EVALUATION

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

**A. Proposal Format (5 points)**

**B. Technical Approach (55 points)**

- Network Operations Center
- Palo Alto Technical Expertise
- Juniper Networking Technical Expertise
- F5 Networks Technical Expertise
- InfoBlox Technical Expertise
- Aruba Networks Technical Expertise
- UPS (APC – desired) Expertise

**C. Personnel Qualifications (25 points)**

- Certified fulltime, not contracted staff and years of experience
- Palo Alto Certifications
- Juniper Networks Certifications
- F5 Network Certifications
- Aruba Network Certifications
- Network and Security Related Technical Certifications

**D. Organizational Qualifications (10 points)**

**E. Financial Responsibility (5 points)**

**F. References (10 points)**

**G. Local Small Business Enterprise (LSBE) Participation (10 points)**

**H. Optional Interview (10 bonus points)**

#### V. 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. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

**B. Submittal Instructions**

One (1) original Technical Proposal stamped “**ORIGINAL**” and eight (8) identical copies, compact discs or flash drives will also be accepted (**DO NOT include the Cost Proposal on the discs or flash drives**); and one (1) original Cost Proposal (see Section III. A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than **3:00PM EST on Thursday January 7, 2021.**

DeKalb County Department of Purchasing and Contracting  
The Maloof Administration Building, 2<sup>nd</sup> Floor

1300 Commerce Drive  
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and "**RFP No. 20-500548 for Environmental Monitoring, GCCS Operation & Maintenance**" on the outside of the envelope(s) or box(es).

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

#### **C. Non-Mandatory Pre-Proposal Conference & Site Visit**

A non-mandatory pre-proposal conference will be held at **11:00AM EST on Tuesday December 8, 2020 at 11:00AM EST** via **Zoom**: <https://dekalbcountyga.zoom.us/j/81806315682> Password: 566062

Please utilize audio conferencing if you are unable to access the Zoom Meeting, dial: 1-888-270-9936 Conference code 539248.

Although it is NOT mandatory, interested responders are strongly encouraged to participate in the conference. Bidders choosing to participate via teleconference can be accessed via Zoom. For information regarding the pre-proposal conference and site visit, please contact Jovan Hooper, Procurement Agent at [jhooper@dekalbcountyga.gov](mailto:jhooper@dekalbcountyga.gov).

#### **D. Questions**

All questions concerning the solicitation and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Jovan Hooper, via email to [jhooper@dekalbcountyga.gov](mailto:jhooper@dekalbcountyga.gov) no later than close of business on **Thursday December 17, 2020 by 5:00PM EST**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

#### **E. Acknowledgment of Addenda**

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may contact Jovan Hooper at [jhooper@dekalbcountyga.gov](mailto:jhooper@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this solicitation may be found on DeKalb County's website, [www.dekalbcountyga.gov/formalbids](http://www.dekalbcountyga.gov/formalbids)

**F. Proposal Duration**

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

**G. Director/Contract Manager**

The County will designate a Director/Contract Manager to coordinate this assignment 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 Director/Contract Manager. All issues including, payment issues, shall be submitted to the Director/Contract Manager for resolution.

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

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

**I. Georgia Open Records Act**

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

**J. First Source Jobs Ordinance**

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

For more information on the First Source Jobs Ordinance requirement, please contact Work Source DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3400.

**K. Business License**

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



#### **L. Ethics Rules**

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

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

#### **M. Right to Audit**

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

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

#### **N. Cooperative Procurement**

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

### **VI. AWARD OF CONTRACT**

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jovan Hooper', written over a horizontal line.

Jovan Hooper  
Procurement Agent  
Department of Purchasing and Contracting

- Attachment A: Proposal Cover Sheet
- Attachment B: Contractor Reference and Release Form
- Attachment C: Subcontractor Reference and Release Form
- Attachment D: LSBE Opportunity Tracking Form
- Attachment E: Responder Affidavit
- Attachment F: First Source Jobs Ordinance Information with Exhibits 1 - 4
- Attachment G: New Employee Tracking Form
- Attachment H: Cost Proposal
- Attachment I: Sample County Contract
- Attachment J: Exception to the Standard County Contract (if any)

**ATTACHMENT A  
PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 20-500562 for Network Professional Services &amp; Monitoring described herein will be received in the Purchasing &amp; Contracting Department, 2<sup>nd</sup> Floor, The Maloof Administration Building; 1300 Commerce Drive, Decatur, Georgia 30030 on <b>Thursday January 7, 2021</b> until <u>3:00PM EST</u>. Proposals shall be marked in accordance with the RFP, <b>section V.B.</b></p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT B  
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)		
Assignment 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)		
Assignment 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)		
Assignment Name			

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature of Proposer)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT C  
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)		
Assignment 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)		
Assignment 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)		
Assignment Name			

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature of Proposer)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

<b>Percentage of LSBE Participation Required</b>
<b>20% of Total Award</b>

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

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

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

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



**EXHIBIT A**

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

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

PRIME BIDDER/PROPOSER: \_\_\_\_\_

SOLICITATION NUMBER: **20-500562**

TITLE OF UNIT OF WORK: **Network Professional Services & Monitoring**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
 LSBE-DeKalb     LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: \_\_\_\_\_.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

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

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

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

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

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D**  
**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

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

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

Please explain all “no” answers above (by number):

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

**EXHIBIT A, CONT'D**

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

**Bidder/Proposer Statement of Compliance**

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

**1. Non-Discrimination Policy**

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

**2. Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the

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

Firm Name (Please Print):

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Firm's Officer:

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(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**

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

Instructions:

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

**To:** \_\_\_\_\_  
(Name of Prime Contractor Firm)

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

**RFP Number:** 20-500562 \_\_\_\_\_

**RFP Name:** Network Professional Services & Monitoring \_\_\_\_\_

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

Description of Materials or Services	Service(s)/Task Assignment	% of Contract Award

**Prime Contractor**

**Sub-contractor**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT E  
RESPONDER AFFIDAVIT**

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

\_\_\_\_\_  
Responder's Name

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_





**ATTACHMENT F**

**CHAPTER 7: FIRST SOURCE ORDINANCE**

**CHAPTER  
07**



***First Source***

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company’s hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met **(e.g. See Appendix 1)**.

***Appendix – 1-Forms and Letters***

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



### **A. First Source Ordinance Fact Sheet**

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

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

#### **SUMMARY OF SERVICES**

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

#### **WHO QUALIFIES?**

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

#### **What is the First Source Ordinance?**

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

#### **Who is considered a Contractor?**

An individual or entity entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, which is funded in whole or part with County funds or County-administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures.

#### **Who is considered a Beneficiary?**

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



## **What is the First Source Registry?**

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

## **What are the benefits of the First Source Ordinance?**

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

**For more information contact our office using 404.687.3400. Visit our website at [www.worksourcedekalb.org](http://www.worksourcedekalb.org).**

### ***B. First Source Recruitment and Monitoring Process***

#### **Purchasing and Contracting Responsibilities:**

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



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

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

### **WorkSource DeKalb Responsibilities**

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



### ***C. First Source Ordinance Municipal Code***

#### **ARTICLE VIII. - FIRST SOURCE JOBS [11]**

Sec. 2-231. - Title.

Sec. 2-232. - Purpose and intent.

Sec. 2-233. - Definitions.

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

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

Sec. 2-236. - First source requirements.

Sec. 2-237. - Disclaimer.

#### **Sec. 2-231. - Title.**

This article shall be known as the first source program.

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

#### **Sec. 2-232. - Purpose and intent.**

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

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

#### **Sec. 2-233. - Definitions.**

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

- a. ***Agreement*** means any type of agreement with the county, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, or professional or consultant services.
- b. ***Beneficiary*** means the immediate recipient of grants or community development block funds administered by the county. The term shall only apply to those entities benefiting from funds in the amount of fifty thousand dollars (\$50,000.00) or more, where permissible under the terms of the grants or community development block funds.



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

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

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

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

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

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

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

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



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

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

**Sec. 2-236. - First source requirements.**

- (a) The county shall require every beneficiary or contractor for every eligible project to do the following:
  - (1) Advertise each job created by an eligible project on the first source job listing;
  - (2) Make a good faith effort to fill fifty (50) percent of the jobs created by the eligible project with individuals from the first source register within one hundred twenty (120) days of executing any agreement with the county;
  - (3) Agree that each beneficiary and contractor who does not make a good faith effort to reach the fifty (50) percent goal set forth in this article may be deemed ineligible to qualify for any future project;
  - (4) Allow open inspection of payroll records; and
  - (5) Agree to work with the workforce development department to comply with the spirit of this article.
  
- (b) All solicitations and agreements from eligible projects shall include a provision referencing the requirements of this article.
  
- (c) Each contractor and beneficiary working under an eligible project shall ensure that the first source program will be binding upon each subcontractor, sub-lessee or other ultimate recipient of the county funds.





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

**Sec. 2-237. - Disclaimer.**

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

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



**D. FIRST SOURCE ACKNOWLEDGEMENT FORM**

**First Source Jobs Ordinance Acknowledgement**

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

**CONTRACTOR OR BENEFICIARY INFORMATION:**

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

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

**Please return this form to WorkSource DeKalb, (404)687-3900 or email to [fkadkins@dekalbcountyga.gov](mailto:fkadkins@dekalbcountyga.gov)**



**Attachment G**

**E. NEW EMPLOYEE TRACKING FORM**

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

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

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

\_\_\_\_\_

<b>Type of Position(s) you anticipate hiring:</b> <b>(List position title, one position per line)</b>  <b>Attach job description per job title:</b>	<b>The number you anticipate hiring:</b>	<b>Timeline</b>



**F. BUSINESS SERVICE REQUEST FORM**

Please complete this form for each position that you have available.

**DATE:**

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**TITLE:**

**CONTACT E-MAIL ADDRESS:**

**CONTACT PHONE:**

**Are you a private employment agency or staffing agency?**    YES                       NO

**JOB DESCRIPTION:** *(Please include a copy of the Job Description)*

**POSITION TITLE:** \_\_\_\_\_

**NUMBER OF POSITIONS AVAILABLE:** \_\_\_\_\_ **TARGET START DATE:** \_\_\_\_\_

**WEEKLY WORK HOURS:**    20-30 hours             30-40 hours             Other  \_\_\_\_\_

**SALARY RATE (OR RANGE):** \_\_\_\_\_ **SPECIFIC WORK SCHEDULE:** \_\_\_\_\_

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

**PUBLIC TRANSPORTATION ACCESSIBILITY:**    YES             NO

**SCREENINGS ARE REQUIRED:** YES     NO             **SELECT ALL THAT APPLY:**

CREDIT CHECK     DRUG     MVR     BACKGROUND     OTHER \_\_\_\_\_

**HOW TO APPLY:**

\_\_\_\_\_  
 \_\_\_\_\_

**Please return form to:**            [jbblack@dekalbcountyga.gov](mailto:jbblack@dekalbcountyga.gov)

<b>DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY</b>	
<b>TYPE:</b> <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	<b>SYSTEM ENTRY DATE:</b>
_____	_____
<b>ASSIGNED TO:</b> _____	<b>DATE:</b> _____



**G. EMPLOYMENT ROSTER  
DeKalb County**

**Contract Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

**ATTACHMENT H**  
**CONTRACTOR'S COST PROPOSAL**  
**(consisting of 2 pages)**

**20-500562 – NETWORK PROFESSIONAL SERVICES & MONITORING**

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal **MUST** be submitted in a separate, sealed envelope with the Responder's name and the title: "Request for Proposal No. 20-500562 for Network Professional Services & Monitoring" on the outside of the envelope.

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

Please provide the following information:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Submitting Proposal: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Title of Contact Person

## COST PROPOSAL

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

Position Description	Business Hours Rate	After Hours and Holiday Rate	On-call Support Rate for Staff Augmentation
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Monthly Rate for Network Operations Center Monitoring: \$ \_\_\_\_\_

**X 12 Months**

YEARLY TOTAL: \$ \_\_\_\_\_

**\*\*\*NOTICE\*\*\***

1. Please do not submit or alter the pricing proposal table or submit pricing that does not adhere to the rate sheet table. Failure to adhere may result being deemed non-responsive.
2. The monthly NOC monitoring must be a consistent flat rate. Failure to adhere may result being deemed non-responsive.
3. The hourly rates must be all inclusive including travel charges. DeKalb County Government will not pay additional travel charges. Travel charges must be included in the hourly rates. Failure to adhere may result being deemed non-responsive.

**ATTACHMENT I**

**AGREEMENT FOR PROFESSIONAL SERVICES  
DEKALB COUNTY, GEORGIA**

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

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

**ARTICLE I. CONTRACT TERM**

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

**ARTICLE III. PAYMENT**

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: "DoIT"

\_\_\_\_\_  
\_\_\_\_\_

- B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalbbsbe.info](http://www.dekalbbsbe.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.dekalbbsbe.info](http://www.dekalbbsbe.info)

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

The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the County's Request for Proposals (RFP) No. 20-500562 for Network Professional Services & Monitoring, 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 assignment(s) authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

#### **ARTICLE V. GENERAL CONDITIONS**

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

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

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

**D. Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with

County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

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

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

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

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

**H. Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any

Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

1. Contractor's liability shall be limited to public liability (personal injury and property damage)
2. Ownership of Documents clause does not apply to pre-existing intellectual property owned by Contractor. Contractor shall retain all rights, title and interest thereto. To the extent that the Contractor incorporates pre-existing intellectual property into a derivative work for the County, Contractor will retain ownership of such derivative work as well.

**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 assignment, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

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

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

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

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

**K. 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 Assignment, 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 assignment consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

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

**R. Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or

obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

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

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

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

**If to the County:**

Chief Executive Officer  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to:

Acting Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to:

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

**If to the Contractor:**

\_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE



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

**DEKALB COUNTY, GEORGIA**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

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)

**APPENDIX I**  
**RFI**

SAMPLE

**APPENDIX II**  
**PROPOSER'S RFP RESPONSE**

SAMPLE

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Assignment

\_\_\_\_\_  
DeKalb County Georgia Government  
Name of Public Employer

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

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

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

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

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

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Assignment

DeKalb County Georgia Government

\_\_\_\_\_  
Name of Public Employer

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

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

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

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

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

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Assignment

\_\_\_\_\_  
DeKalb County Georgia Government

\_\_\_\_\_  
Name of Public Employer

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

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

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

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

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

**ATTACHMENT E  
CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:

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

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

\_\_\_\_\_;

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

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

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

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Secretary)

**ATTACHMENT J**

**EXCEPTION TO THE STANDARD COUNTY CONTRACT (IF ANY)**