



**DeKalb County
Department of Purchasing and Contracting**

JUNE 20, 2022

**REQUEST FOR PROPOSALS (RFP) NO. 22-500613
FOR
ELECTRONIC JURY MANAGEMENT SYSTEM**

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DeKalb First LSBE Meeting: **LSBE Participation is Exempt from this solicitation and is NOT required for this project.**

Non-Mandatory Pre-Proposal Conference: Wednesday June 29, 2022, at 2:00pm
Zoom: <https://dekalbcountyga.zoom.us/j/86206905003>
Password: 705458

Deadline for Submission of Questions: 5:00 P.M. ET, Wednesday July 6, 2022

Deadline for Receipt of Proposals: **3:00 P.M. ET, Wednesday July 27, 2022**

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

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

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REQUEST FOR PROPOSALS (RFP) NO. 22-500613
FOR
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DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in providing and implementing electronic jury management system based on operating system, database management system, cloud infrastructure, network protocol and telephony system to submit proposals for the provision, implementation, and maintenance of a new Electronic Jury Management System.

I. INTRODUCTION

DeKalb County is requesting proposals for a new Electronic Jury Management System web-based or cloud-based, i.e. no software installed on computer workstations technology to support and satisfy current and future operational requirements necessary to the daily workings of its organization. The new system is expected to enable DeKalb County employees and guests to more effectively communicate and leverage available information technology resources.

The web-based jury management system is installed on local computers located within the Court. It allows Division staff to create jury pools for summonses, trial panels, and grand jury panels. The system is also used for inputting and storing jurors' biographical information, granting or denying excusals, exemptions, and deferrals. Additionally, the system is used for juror check-in and processing juror payments.

The County Department of Innovative and Technology (DoIT) will no longer support the current jury management software due to it being outdated and antiquated. The inability to properly summon jurors effect trials that could ultimately threaten the safety of the citizens of DeKalb County if a case is dismissed due to technical issues.

The new system is expected to have a useful productive life and must be designed and configured to support the future growth and expansion requirements of the organization in terms of both size and functional parameters. It is required that the new system must also be able to accommodate future technology enhancements that have the potential to increase operational effectiveness and ease implementation of new features, functions, and applications.

DeKalb County requires the proposed system to be web-based or cloud-based, i.e. no software installed on computer workstations architecture design. It should offer a single installation with access by multiple users.

The contract shall for a term of one (1) year from acknowledgement of the Notice to Proceed and may be automatically renewed for four (4) additional one-year periods pursuant to the same terms and conditions stated in the contract. The implementation of the system shall occur in the initial one (1) year term of the contract. The Consultant shall provide maintenance, support, professional services, and free software upgrades during the four (4) additional one-year periods.

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

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
Responder Affidavit	F
First Source Jobs Ordinance Forms	G
Exceptions to the Standard County Contract, if any	H

- B. The services shall commence within thirty (30) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within three hundred and sixty-five (365) days.
- C. The County reserves the right to make one (1) award or multiple awards.

II. SCOPE OF WORK

The proposed electronic jury management system design may be based on a mix of proprietary and industry standard communications protocols and interfaces, but must be able to support standards as required by DeKalb County at some future unspecified date. DeKalb County understands that use of proprietary technology is often necessary to optimize system performance capabilities until industry standards are proven to be as reliable and efficient as traditional jury management system solutions.

The intent of this RFP is to acquire professional services, hardware, maintenance, and support, for an electronic jury management system. Thru this RFP, the County will procure new equipment and utilize vendor expertise to supplement the existing County Information Systems personnel and knowledge base for implementation and integration of complex network connectivity, system upgrades, design, telecommunications management, planning, and training for successful electronic jury management installation and maintenance.

The web-based jury management system is installed on local computers located within the Court. It allows Division staff to create jury pools for summonses, trial panels, and grand jury panels. The system is also used for inputting and storing jurors' biographical information, granting or denying excusals, exemptions, and deferrals. Additionally, the system is used for juror check-in and processing juror payments.

The jury management system should:

1. Be web-based or cloud-based, i.e. no software installed on computer workstations
2. Offer a single installation with access by multiple users
 - Jury Services (full access)
 - Judges' courtrooms (access for jury selection "voir dire" only)
 - Business Office manager and accountant (access for financial reports only)
3. Support mobile devices and tablet-styled devices
4. Have login page for both trial jurors and grand jurors for staff end users
5. Offer an online component which
 - allows jurors to complete biographical information
 - allows jurors to check their reporting status
 - allows jurors to check the status of their payments
 - allows for e-payments to be issued to jurors
 - allows jurors to get parking, transit and driving information
 - allows jurors to request excusals, exemptions and deferrals
 - allows jurors to submit documentation for request online
 - allows jurors to complete an exit questionnaire
 - allows jurors the option to enhance communication with Jury Service Office
 - allows jurors to print replacement summons
 - allows jurors to opt to receive virtual notifications
 - provides an Online Chatting feature
 - allows for integration with audio/visual systems to display Juror information in real-time on Jury Assembly Room monitors
6. Offer scanning capabilities for use with non-proprietary desktop scanners scans summonses
 - scans biographical information questionnaires
 - allows documentation to be stored electronically
 - allows scanned information to automatically update jurors' information
 - scans affidavit and updates to jurors' information
7. Easily generate statistical and informational reports in 1-2 steps
 - allows printing to any computer
 - offers various printing formats – Word, Excel, PDF
 - capable of being integrated with other system platforms used within the Court
 - provide a 'Notes' section with an option to choose the level of priority includes a redaction tool
8. Have an Interactive Voice Response (IVR) component that takes and makes telephone calls:
 - allows jurors to complete their biographical forms
 - allows jurors to check their reporting status
 - allows jurors to check the status of their payments
 - allows jurors to request excusals and deferrals

- allows jurors to complete an exit questionnaire
 - allows Jury Services to send messages to prospective and empaneled jurors
 - allows Jury Services to program the system to tell stand-by jurors whether or not they have to report
9. Have the option to update juror addresses through NCOA prior to mailing summonses
 - pre-sorts summonses
 10. Have the ability to process and draw customizable juror summonses
 - capability for vendor to print and mail summons
 11. Have a payment generation component
 - includes a prompt pay system, that will include multiple options to pay jurors
 - allows the Business Office to access the system to obtain financial information for reports
 - allows customization of financial reports
 - allows payment files to be created in bank file format
 - reconciliation of juror payments
 12. Offer online technical and informational support
 13. Support yearly updates to the trial jury and grand jury wheels
 14. Allow jurors to scan themselves in upon reporting for jury service; print Service Statements and Donation Certificates
 15. Allow the office to create seamless communication to juror during day of service with video components and way finding capabilities
 16. Allow jurors to input biographical information upon reporting for jury service
 17. System should provide a comprehensive solution, which enhances juror communication abilities with the Jury Services' Office to include integrated text, email and other mobile and tablet application
 18. System to provide integrated text and email applications
 19. Web pages must render effectively on all commonly use internet browsers, including but not limited to Internet Explorer, Microsoft Edge, Google Chrome, Mozilla FireFox, Safari etc.

HARDWARE AND SOFTWARE REQUIREMENTS

This section presents the requirements for the County's hardware and software standards. Actual memory sizes, processor speeds, peripherals and system software standards packages shall be recommended by the Respondent.

(Please provide complete hardware specifications within your proposal. Refer to below "County Standards" for acceptable configuration information.)

Respondents must include a complete itemized hardware recommendation, if any hardware is required. Respondent's recommended hardware specifications must conform to the County's hardware standards specified in this section. The goal is to have a high-performance system rather than an economical one.

Servers, desktops, laptops, and tablet PCs shall not require administrator rights to operate. The County standard prohibits providing administrator or root privileges to servers for executing any software in the production environment.

The County Standards for server operating systems are:

- Red Hat/Oracle Enterprise Linux 5
- Windows Server 2008 R2 (64-bit)

The County standards for the desktop environment are:

- Microsoft Windows 10
- Microsoft Windows 7
- Microsoft Office 2010
- Microsoft Outlook
- Microsoft Visio
- Internet Explorer 7.0 and higher
- Internet Explorer 8.0 and higher (response must support both versions of Internet Explorer)
- ESRI ArcGIS version 10 and higher

The County GIS standards for the server environment are:

- ArcIMS 9.2 and higher
- ArcSDE 9.2 and higher

The County standards for ad-hoc reporting are:

- Oracle© Discoverer
- Crystal Reports
- MS SQL Server 2008 Reporting Services
- Business Objects Xi

The County standards for database management system are:

- Oracle 10G and higher ©
- MS SQL Server 2008 and higher

The County standards for network protocols communicating externally are:

- Port 7070
- Any other ports must be approved by DeKalb County Network Security

The County standards for network communication are:

- Ethernet
- Wireless 802.11n
- Wireless Cellular Broadband

The County standard for Telephony System is Cisco Call Manager v7.x.

The County standards for external streaming are:

- Must be hosted externally
- The current County external host vendor is Earthchannel
 - Costs to provide one 24-hour channel and VOD demand access for all necessary channels and additional storage must be included in the proposal.

CLOUD SERVICE LEVEL REQUIREMENTS:

The proposed system must satisfy the following cloud service requirements:

- Guarantee uptime and availability of 99.99% on an annual basis; in the case of prolonged downtime, successful respondent will guarantee compensation to Customer by way of mutually agreed credit. Availability refers to the ability of the Superior Court to access data, services, and information on the system
- Data must be hosted only in data centers located in the United States
- Provide clear and specific incident response times for incident requests related to system performance, data modification, or feature requests.
- Provide detailed description of cloud-backend architecture.

INTERFACE WITH OTHER SYSTEMS

The proposed system must interface into existing systems running other applications for DeKalb County. The system should have the ability to export as well as import any data required via the XML format. This includes the following systems among others as defined by DeKalb County:

Apache 2.2 – See Acceptable Standards Below:

Interface	Description	Comment
Web Service	<ul style="list-style-type: none">• Supports machine-to-machine interaction over the enterprise network• Meets W3C specification using XML messaging that follows the SOAP standard.• Machine readable description of the operations offered by the consumable system written in the Web Services Description Language (WSDL)	Best solution for supporting machine-to-machine data transmission over a network.
Really Simple Syndication (RSS)	<ul style="list-style-type: none">• Family of web formats used to publish content in a standardize format• Data format follows the RSS specification using standardized XML	Good approach providing a structured data feed which can be easily processed.
HTML	<ul style="list-style-type: none">• Traditional browser markup language transmitted over HTTP.	Weak approach and should be used <i>sparingly</i> as the user interface design may not be compatible with that of the portal

TESTING REQUIREMENTS

The system will undergo a process of certification, which shall include the following, prior to acceptance by the DeKalb County Government:

- The Respondent shall certify in writing to the County that the application system is completely installed, meets all design requirements, is free of defects, the data conversion is complete, accurate, correct and the total system (application, file building, conversion, back-up and recovery procedures) is ready for operation.
- The Respondent shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.
- The Respondent shall provide documentation and interface specifics on each interface to our existing DeKalb County systems.
- Upon receipt of the letter of certification from the Respondent by DeKalb County, a sixty (60) day period of user acceptance testing will commence. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of **99.99%** or more.

Acceptance Criteria

- The Application Software meets the current published product specifications and documentation;
- The Application Software is capable of running a variety of data on a repetitive basis without failure;
- The Application Software meets the requirements and specifications described in this document and discussed with Contractor during the analysis;
- All Documentation has been delivered and reasonably accurately reflects the operation of the Application Software;
- All specified training has been conducted and accepted by DeKalb County.

The Interfaces properly provide the data necessary without disrupting the performance of the system or disrupting any of the original data files.

Once this acceptance testing is complete and DeKalb County verifies the acceptable installation, the warranty period will begin.

The system will be considered “unavailable” if any of the following conditions occur:

- Any component or module capability is not available to all active workstations.
- Any feature or specification either required within this document or stated in the manufacturer’s response or literature does not perform as stated.
- Conversion of all existing data files is not complete or is incompatible
- Interface to existing systems has not been completed
- Reporting features are not available
- Training for support and user personnel is incomplete or has not been accepted by the technical designee specified the “Professional Services” section.

In addition, if the system is reloaded in entirety, either manually or automatically, the system will be assumed to be down for one full hour or actual time if greater, per occurrence. Scheduled system reloads will be counted as actual time down only.

In the event that the required level of reliability is not demonstrated at the end of the sixty day period, the County may, completely at its own discretion, allow a period, not to exceed sixty (60) days, during which the Respondent is allowed to correct any deficiencies with the system. If this extension is allowed, the Respondent shall reinitiate certification by submitting a revised letter of certification to the County within the sixty (60) day extension period specifying the corrections made to the system. The certification process described here will then be repeated. This statement of the possibility of extension in no way obligates the County to do so.

Final acceptance will be made after the warranty period begins. This period will be a sixty-day (60) period of on-site post implementation support provided by the Respondent to resolve any issues that arise after the system has been placed into production.

TRAINING REQUIREMENTS

The Respondent shall provide a detailed training plan outlining the documentation to be provided, training goal, learning objectives, and learning methods. The training plan shall also include any prerequisites required for training for both the user and technical support. If learning objectives are not met at the end of the training period, the Respondent shall provide alternates means to meet learning objectives.

USER TRAINING

The types and amounts of user training that will be supplied at no additional cost shall be described. The Respondent shall include a plan that results in acceptable training for system operation. Respondent shall recommend best practices and system configuration for effective system set up. Using this information, the respondent will prepare a manual that defines all workflow processes and procedures for users. The respondent shall provide a sample of the typical manual or training approach as part of the response.

DoIT TRAINING

The Respondent shall prepare a training plan for County staff that will enable them to operate and support the system. This plan shall include any courses to be provided virtual, classroom training, and on-the-job training necessary for systems analysts, computer operators, security personnel, programmers, and database, web and network personnel. Training to provide complete support and custom programming and custom reporting will be provided to IT staff. Describe any prerequisite knowledge or skills required. If there are additional costs for this training, it shall be clearly identified in the proposal.

Additionally, a description of the number and type of staff required to support the system must be provided. The skill sets required of each individual should be included in this description. The description of staffing requirements should include all management, technical and functional areas for the ongoing support. Training should be provided for a minimum of two employees in all support roles. "Train the trainer" methods of instruction will not be accepted.

During this training, DeKalb County will designate senior technical personnel in each class to evaluate the training provided in order to ensure that the training and the instruction provided is sufficient to provide the necessary knowledge and skills. At the end of the first day of any training class, a signoff must be obtained from this designee in order for the Respondent to meet this requirement.

APPLICATION DOCUMENTATION

It is required that the Respondent provide an electronic copy, and optionally a paper copy of the following documentation. Please list all reproducible copies of documentation that will be provided prior to final system acceptance. For example:

- User training manuals for all transactions and functions supported
- Data Dictionary
- Data model/entity relationship diagrams and data flow diagrams
- System module chart (application flow) showing each application module and its relation to the other modules
- General system design and reference information
- System transaction flow and control
- List of all application programs, with a summary of their purpose or function including a table of all procedures or processes and which processes are called by what other processes
- Detailed program documentation within each source module

- Table definitions and record layouts
- Definition of all system control tables
- Report and workstation display formats
- A listing of all “canned” reports complete with full descriptions of these reports

The County shall be granted the rights and the approval to duplicate application documentation at no additional charge provided that all proprietary markings of the Respondent are retained on all duplicates. Any duplicates produce will be utilized for the County only.

MAINTENANCE AND SUPPORT

In the event, the Respondent fails to provide maintenance and support as agreed, the required pay shall be reduced to reflect such lack of maintenance and support services.

If the Respondent shall discontinue maintenance and support package and the County must obtain the new replacement package at the same rate as the original during the term of the original contract as well as renewals.

The escalation on maintenance shall not increase by no than more 2% of the previous year or CPI (Consumer Price Index), whichever is lower. The renewal of the annual software maintenance will take in consideration the increase in cost from one year to the next. Due to the environment of the County, minimal or no escalation is most feasible.

SOFTWARE LICENSES

DeKalb County shall be charged the original published rate at the time of purchase for licenses fees for the duration of the contract which shall include any subsequent renewals of the contract. The fixed rate shall be applied to the renewal of licenses purchased during the initial contract as well as those that are purchased in addition to original licenses. The cost paid in initial contract, the cost as posted in published fee schedule, or the cost as listed on sate contract, whichever is lesser amount.

If the County shall purchase licenses for the utilization of the proposed solution in a production environment, the County shall have access to additional licenses for utilization in non-production environments at no additional cost. The non-production environment may consist of the following: (1) test environment, (2) training environment, (3) development environment, and (4) back-up or disaster recovery; whichever environment is applicable. The utilization of licenses in a non-production environment shall apply regardless of the quantity and type of non-production environment.

SECURITY

The Respondent shall provide the County with documentation and other evidence of best practices in its security functions. This should include:

- Network protection
- Incident response
- Host hardening
- Security policies and plans
- Security patching
- Application development
- Encryption requirements
- Password policies and procedures
- Privacy
- Employee background checks
- Disaster recovery
- Ability to respond to security incidents

The Respondent must demonstrate that they have the ability and the capability to protect the County's data as described above and also be able to detect any breach in security which may result in unencrypted exposure of information. A reporting and notification mechanism must also be in place to alert the County of any security breach.

PROFESSIONAL SERVICES

The Respondent shall provide both services that follow the guidelines for SDLC (Systems Development Life Cycle) to successfully implement this project. The phases that should be incorporated in this project by the Vendor are to include: ¹⁾ project planning, ²⁾ requirements definition, ³⁾ design, ⁴⁾ development, ⁵⁾ integration and test, ⁶⁾ implementation, ⁷⁾ operation and maintenance.

PROJECT PLANNING PHASE

During the planning stage, the Respondent shall verify that the goals and objectives of the software align with those of the customer (the County). The output of this phase should include documentation:

- Project plan and schedule
- Comprehensive listing of scheduled activities for the Requirements phase

REQUIREMENTS DEFINITION PHASE

This is the core of the project and therefore should be approached with thoroughness. The Respondent shall perform due diligence to ensure the requirements are defined in further detail to ensure the software application will meet the needs of the user. The requirements shall define the major functions of the proposed

solution, operational data areas, and reference data areas, as well as defined the initial data entities. The major functions include, but not limited to, critical processes and mission-critical inputs, outputs, and reports. Mission-critical may be defined as any aspect that has an effect on the operations of the direct and indirect departments that shall be impacted by the proposed solution.

Additionally, a gap analysis shall be performed to identify any gaps in the current requirements and the functionality, which the software application can provide. For those requirements that cannot be fully met the baseline software application, it shall be identified feasible work-around. The work-around must be of minimal impact to users and must be agreed upon by the users prior to final approval. The output of this phase should include the following documentation:

- Detailed requirements document
- Requirements traceability matrix which outlines how each requirement is linked to a specific product goal in a hierarchical listing
- Updated project plan and schedule

DESIGN PHASE

The design phase will consist of converting the approved requirements document into design elements. For a pre-packaged software application, design elements will consist of features and functionalities readily available in the baseline product. The design phase shall include detailed and comprehensive data modeling. The data model shall abide by standards set forth by ANSI, American National Standards Institute. The data modeling shall take into consideration the detailed data requirements, technical environment, performance consideration; business processes (rules) and business data. The output of this phase should include the following documentation:

- Entity relationship diagram(s) with a full dictionary – this diagram should not be solely based on the data as defined in the baseline product; however, it shall include any data that is specific to the County
- Semantic or conceptual data model
- Table of business rules – this table should not be solely based on the data as defined in the baseline product; however, it shall include any data that is specific to the County
- Business process diagrams

DEVELOPMENT PHASE

The effort required for development of the solution in this phase may be minimal due to the ideal solution being that of a pre-package nature. However, this phase must be included to ensure the requirements and design requirements are being fulfilled. The Vendor shall configure and provide configuration instructions that shall be made to the software application to ensure the user's requirements are fulfilled. Any modifications that may be required to meet the user's requirements shall be clearly identified as a configurable option or customization to the code. It highly recommended the minimum or no customization be performed at the code level. However, if the aforementioned scenario cannot be avoided, the vendor must include the impact of the customization in terms of initial cost, ongoing maintenance and support, and upgrades. The Vendor shall provide test cases for the modules, system, and users. The output of this phase should include the following documentation:

- Fully functional software that satisfies requirements and design elements
- Test plans – shall describe the test cases that will be utilized to validate the correctness and completeness of the software
- Implementation plan

INTEGRATION AND TEST PHASE

In this phase, the software shall be moved from the development environment to a test environment. The reference data should be finalized, appropriate level of access and roles are provided for users. The test plan shall include unit testing, system testing, integration testing, regression testing, and user acceptance testing. The output of this phase should include the following documentation:

- Integrated software
- Production implementation plan
- Acceptance plan which includes test cases

IMPLEMENTATION

This phase shall be comprised of the acceptance, installation, deployment of the application so to ready the software application for a production environment. The Respondent shall include the setup for a training/test environment on the test server which is completely separate from the live production server environment. This entails the completion of user acceptance testing as well as software specific testing. The user acceptance testing will include the successful testing of the user requirements as outlined in this document as well as those identified in the requirements gathering phase of the project. The software testing will include performance testing for each unit as well as the integration into various software modules. The software testing may also include the testing of integration with external applications. Successful execution of the test application is a prerequisite to acceptance of the software application by the customer. The output of this phase should include the following documentation:

- Test cases including results and person(s) who performed test
- Sign-off for acceptance of test cases

OPERATION AND MAINTENANCE

The operation and maintenance of the application will consist of a partnership of the Vendor and DoIT. Therefore, the vendor shall provide documentation that describes the requirements for the software application to function in a production environment. This Vendor shall provide all requirements needed for the application to be maintained in an operational environment.

PROJECT MANAGEMENT

DeKalb County uses the Project Management Institute's (PMI) Project Management Body of Knowledge Guide (PMBOK) methodology as a project management best practice. The Respondent should describe their experience in implementing and managing projects using PMBOK or a similar project management methodology.

The county is particularly interested in how the Respondent's project management approach utilizes the following or similar key process groups when implementing a project. In addition, the Respondent should provide documentation, which shows their understanding of the application of such documents within each key process group.

INITIATING

This stage includes preparing the up the project for success by identifying the right team (especially the project manager) and scope, as well as determining the relationship between the project and its alignment with the client's overall objectives.

PLANNING

This stage includes developing the relevant resources, timelines and milestones, and aligning project deliverables to business priorities (i.e. risk management, communications, quality, cost/budgeting, duration and sequencing, external dependencies). The output of this phase should include the following documentation:

- Project plan
- WBS including deliverables with estimated start and end dates for each activity and the required resource. These dates shall be monitored and adhered to; the inability to meet scheduled dates of a task within the critical path must be submitted to the PMO and approved prior to making change in the schedule. If the project is not complete as scheduled, a penalty will be enforced. This penalty will include a deduction of .1% of professional services for every business day the project is delayed.

EXECUTING

This phase includes assigning a project team and distributing information to ensure the proper project activities are undertaken. This process also includes ensuring quality assurance methods are in place to address change management. The output of this phase should include the following documentation:

- Regularly scheduled status meetings as outlined in the communication section of the project plan.
- Issue tracking log – all issues pertaining to the project shall be monitored and tracked throughout the project lifecycle. Upon closure of an issue, the issue shall not be deleted but rather moved to an archive issue log.

CONTROLLING AND MONITORING

This phase includes ensuring the resulting project activities is in check with the original project charter and plan, and risk from uncontrolled external actions is mitigated.

- Monitor quality, costs and schedule;
- Manage stakeholder relationships, risk and contract monitoring;
- Identify discrepancies (or variations) within the project schedule to ensure project schedule is met.
- Ensure proper project communications

CLOSING

This phase entails making sure you have delivered everything expected of the project based upon the agreed upon terms in the requirements gathering phase as well as the acceptance criteria. DeKalb County will provide an internal Project Manager to coordinate with the Project Manager of the vendor. This project manager will be responsible for providing all necessary DeKalb County resources and for providing an independent status report to the County on the progress of the project as well as obtaining the necessary approvals for each milestone.

The following services will be required of the Project Manager:

- Identify County's current Business Processes that exist today. Including a gap analysis to identify and document existing gaps between the selected software applications and current business processes. The vendor should anticipate that the County might modify processes to match the selected solutions pre-configured system rather than make custom software modifications.
- Provide the County with the development of a project plan, project schedule, and a high-level project budget including software, services, training, and maintenance necessary to successfully implement a legislative information management and tracking system.

3.4 PROJECT DELIVERABLES

- Project deliverables are included in the Scope of Work.

3.5 PROJECT SCHEDULE (OPTIONAL)

- Respondents should include a milestone project schedule to ensure go-live date of January 1, 2023.

[The remainder of this page intentionally left blank.]

III. PROPOSAL FORMAT

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

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 22-500613 for Electronic Jury Management System".
2. The sealed envelope containing the revenue 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 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 revenue on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE FLASH DRIVES CONTAINING THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "**Request for Proposals No. 22-500613 for Electronic Jury Management System**" on the outside of each envelope or box.
2. Responder shall complete Attachment B, **Proposal Cover Sheet**, and include this as the first page of the technical proposal.
3. **Executive Summary:**
 - a. The executive summary shall include the following information:
 - b. Provide the legal name of the entity responding to this proposal.
 - c. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
 - d. Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.
 - e. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
4. **Technical Approach:**
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project.

- b. The technical description shall include the number of programs and the source language(s), database management software, communication, or network software (including Internet Explorer, Java, etc.), report writers, or query languages used; also describe security features and any other features that make the system unique.
- c. Reference to software applications shall include the version being used as well as other versions for which the software is compatible. If the strategic plans to migrate to future releases within the one (1) year of the project implementation, the Respondent shall also provide the new version number as well as the anticipated release date.
- d. The system technical documentation shall include installation instructions, screenshots of application, configuration options and instructions, and other pertinent information. The documentation shall be of that derived from formal documentation while abiding by all copyright laws.

5. Project Management:

- a. Describe how the project will be organized and managed.
- b. If subcontractors or 3rd party vendors will be used in the performance of services under the contract, describe the services or products they will be providing.
- c. Describe the resources necessary to accomplish the purpose of the project.
- d. Consultant shall provide a description of the management and organizational approach of implementation.
- e. The firm must state the availability of staff to be provided to the County, including the following information:
 - i. Assurance that the selected consultant(s) can be retained if the contract is renewed or extended.
 - ii. The responder's recommended arrangement for the replacement of consultant(s) if their work is unsatisfactory or if a consultant(s) becomes ill. The Consultant(s) must address procedures for the timely replacement.
 - iii. The responder's estimate of the amount of leave a consultant(s) may be entitled to during the year. (Please do not propose any consultant(s) for this project whose leave is anticipated to exceed 120 hours in one calendar year.)

6. Personnel:

- a. Identify the individuals, both employees and subcontractors, who will be part of the project team.
- b. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the project manager and development team leading the implementation.
- c. Resumes, including education, background and fingerprint check, accomplishments and any certifications held, should be included for each of the key personnel to be assigned for direct work on the project.
- d. Availability of Key Personnel, including:

- i. Percentage of time key personnel will spend on this project
- ii. Current workload of key personnel
- iii. Primary role of key personnel through each phase of the project

7. Organizational Qualifications:

- a. Describe your experience, capabilities, and other qualifications for this project.
- b. All proposed key personnel must have at least a minimum of three (3) years of work experience in IT implementation within the government sector.
- c. The lead Project Manager and must have a minimum of five (5) years of experience in IT implementation within the government sector within the past five (5) years.
- d. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.
- e. Identify three (3) projects where the Respondent has performed projects similar in size and scope with entities comparable to DeKalb County within the past three (3) years. Limit your response to one (1) page per project; please provide the following information for each project:
 - The name of the project, the owner, year performed and the project location.
 - A description of the project, including the population served, the number of summonses distributed annually, and the number of judges supported.
 - A reference, including a contact name, addresses, e-mail and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.
 - Respondents are advised to notify the reference that the County will be contacting them. Evaluation maybe impacted if the County is unable to contact the reference.

8. 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).

9. References:

- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
- b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, *Subcontractor Reference and Release Form*. Make additional copies as needed.

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

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

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

IV. CRITERIA FOR EVALUATION

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

- A. Cost (10 points)
- B. Technical Approach to the Project (35 points)
- C. Project Management (20 points)
- D. Personnel (15 points)
- E. Organizational Qualifications (10 points)
- F. Financial Responsibility (5 points)
- G. References (5 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 E), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

ONE (1) original Technical Proposal stamped "Original" and SIX (6) flash drives with each containing an identical copy of the Technical Proposal (do not include the Revenue Proposal on the flash drives); and ONE (1) original Cost Proposal (see Section IV.A. for additional instructions regarding submittal of Revenue Proposal) must be submitted to the following address no later than 3:00 p.m. on **WEDNESDAY, JULY 27, 2022.**

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 22-500613 for Electronic Jury Management System" on the outside of the envelope(s) or box(es).

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

C. Non-Mandatory Pre-Proposal Conference

A pre-proposal conference and site visit will be held at 2:00 p.m. on the 29th day of June 2022 via Zoom teleconference. Interested responders are strongly encouraged or to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Jovan Hooper, Senior Procurement Agent at jhooper@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to **Jovan Hooper**, via email to jhooper@dekalbcountyga.gov, no later than close of business on **Wednesday, July 6, 2022**. 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 via email at jhooper@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formal bids.

F. Proposal Duration

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

G. Project Director/Contract Manager

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

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

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

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

K. Business License

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

L. Ethics Rules

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

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

M. Right to Audit

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

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

N. Cooperative Agreement

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

VI. AWARD OF CONTRACT

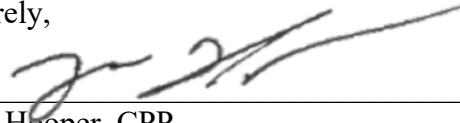
An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

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', is written over a horizontal line.

Jovan Hooper, CPP
Senior Procurement Agent
Department of Purchasing and Contracting

Attachment A: Cost Proposal Form
Attachment B: Proposal Cover Sheet
Attachment C: Contractor Reference and Release Form
Attachment D: Subcontractor Reference and Release Form
Attachment E: Sample County Contract
Attachment F: Responder Affidavit
Attachment G: First Source Jobs Ordinance Information
Attachment H: Mandatory Acknowledgement of Site Visit
Attachment I: Exceptions to the Sample County Contract (if any)

ATTACHMENT A
COST PROPOSAL FORM
(consisting of 3 pages)

RFP NO. 22-500613
ELECTRONIC JURY MANAGEMENT SYSTEM

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal **MUST** be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 22-500613 Electronic Jury Management System clearly identified on the outside of the envelope.

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

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL FORM

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

Responder: State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for 22-500613 - Electronic Jury Management System.

I. System Costs

Lump Sum Amount:

(State the amount in writing on this line.)

\$ _____

(State amount in figures on this line.)

II. Maintenance Costs

Item	Lump Sum Amount
Maintenance and Support Year 2	\$ _____
Maintenance and Support Year 3	\$ _____
Maintenance and Support Year 4	\$ _____
Maintenance and Support Year 5	\$ _____

*****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*****

III. Professional Services

Responder: State Hourly Rates for all costs, direct and indirect, administrative costs, and all things necessary for the provision of professional services for consultants that may be needed during the term of the agreement.

Entry Level is defined as intermediate level consultant with 3 to 5 years or work experience. This individual works independently or as part of a team under general supervision and resolves technical problems/issues of complex to highly complex in nature.

Medium Level is defined as a consultant with 6 to 8 years of IT work experience, including 2 or more years managing projects. The experience will include prior management supervisory, or team leader experience. The individual works under general direction and manages and mentors staff or more junior management staff.

Expert Level is defined as a consultant with 8+ years of IT and business/industry work experience with at least 3 years of experience in a leadership role and 5 years managing projects. The consultant can work independently and can take overall responsibility for decisions and management. The expert level coaches and mentors more junior management staff.

Item No.	Category	Rate per Hour
1	Telecommunications Administrator	
	Entry Level	\$ _____
	Medium Level	\$ _____
	Expert Level	\$ _____
2	Telecommunications Engineer	
	Entry Level	\$ _____
	Medium Level	\$ _____
	Expert Level	\$ _____
3	Telecommunications Technician	
	Entry Level	\$ _____
	Medium Level	\$ _____
	Expert Level	\$ _____

*****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*****

4	Business Analyst Entry Level Medium Level Expert Level	\$ _____ \$ _____ \$ _____
5	Project Manager Entry Level Medium Level Expert Level	\$ _____ \$ _____ \$ _____
6	Project Lead/ Coordinator Entry Level Medium Level Expert Level	\$ _____ \$ _____ \$ _____
7	Quality Assurance Analyst Entry Level Medium Level Expert Level	\$ _____ \$ _____ \$ _____
8	Document Specialist Entry Level Medium Level Expert Level	\$ _____ \$ _____ \$ _____

ATTACHMENT B

PROPOSAL COVER SHEET

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax 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. 22-500613 Electronic Jury Management System described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on Wednesday July 27, 2022 until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section VI.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT E

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 (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date with the possibility of four (4) twelve-month renewals. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and must be approved by the DeKalb County Governing Authority. The Contract Time may be extended only by a Change Order approved and executed by the DeKalb County Governing Authority.

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.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all systems and maintenance services in accordance with the County's Request for Proposals (RFP) No. 22-500613 Electronic Jury Management System, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference. The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

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

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

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

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

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

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

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

M. County Representative The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

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

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

P. First Source Jobs Ordinance and Preferred Employees The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 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, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

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

If to the Contractor:

_____,

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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
RFP

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 Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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 Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

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

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

_____;

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

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

This the _____ day of _____, 20_____.

(CORPORATE
SEAL)

(Secretary)

ATTACHMENT F

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 G

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.

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

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



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:

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



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: fkadkins@dekalbcountyga.gov

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

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



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

EXCEPTIONS TO THE SAMPLE COUNTY CONTRACT (IF ANY)