



**DeKalb County  
Department of Purchasing and Contracting**

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November 12, 2018

**REQUEST FOR PROPOSALS (RFP) NO. 18-500506**

**FOR**

**INTERNAL AFFAIRS SOFTWARE SOLUTION**

Procurement Manager: Delois Robinson, CPPO  
Phone: (404) 371-2395  
Email: drobinson@dekalbcountyga.gov

**Mandatory DeKalb First LSBE Meeting: November 14, 2018 and November 20, 2018**  
(Bidders must attend 1 meeting on either of the dates listed.) 4572 Memorial Drive, Decatur, Georgia 30032  
Main Conference Room - A  
(Meetings are held at 10:00 a.m. and 2:00 p.m.)  
Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"

Pre-Proposal Conference and Site Visit: November 27, 2018, 11:00 am  
1300 Commerce Dr., 2<sup>nd</sup> Floor  
Decatur, GA 30030

Deadline for Submission of Questions: 5:00 P.M. ET, November 28, 2018  
Deadline for Receipt of Proposals: 3:00 P.M. ET, December 13, 2018

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

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

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**November 12, 2018**

**REQUEST FOR PROPOSAL (RFP) No. 18-500506**

**FOR**

**INTERNAL AFFAIRS SOFTWARE SOLUTION**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in providing public safety software systems to submit proposals for a comprehensive Internal Affairs Software Solution.

**I. INTRODUCTION**

The Internal Affairs Unit of DeKalb County Government, a business unit within DeKalb County Police Department is seeking to procure a business-critical Internal Affairs Software solution that supports its public safety operations to help mitigate regulatory and compliance risks. This solution must be reliable, scalable and have the capabilities to interface with other software systems. The application must also be accessible via desktop computer or Police mobile unit. The Internal Affairs Unit requires a system that is robust, configurable and delivers a product that enables cross-functional departmental collaboration.

This need is driven by the new federal request on the issue of “use of force” in law enforcement and the overall business practices within the Internal Affairs Unit. To ensure compliance with policies and accountability to its citizenry and increase productivity, it is preferable that the solution proposed meets the Communications Assistance for Law Enforcement Act (CALEA) requirements. The department requires the services of a vendor who would demonstrate competences in articulating and turning its business need into a fully functional solution using best practice.

Vendor will be adept in selecting the appropriate Software Development Lifecycle (SDLC) methodology that is fit for the specific business need of Internal Affairs Unit based on the project model below:

- A. Project Management
- B. System Design, Configuration
- C. System Implementation
- D. Training
- E. System Support

Each category above represents the service delivery expectation that vendor will deliver and will produce both tangible and intangible output efforts. The input of each category is covered in more details below.

## **II. SCOPE OF WORK**

### **A. Project Management**

As indicated in the terms of engagement, and in line with Project Management Body of Knowledge (PMBOK®) practice standards and framework; vendor with support from DeKalb IT-PMO will work closely with stakeholders, where stakeholders in this case may be anyone from upper management to operations end user with vested interest in the success of this implementation to oversee, expertly guide and provide directions, schedule and create a plan while ensuring documents and deliverables relevant to the implementation are provided.

#### **(1) PREPARE PROJECT MANAGEMENT PLAN**

As indicated in the terms of engagement, Vendor will be tasked with the obligation of creating a comprehensive and detailed project management plan. The project plan will reflect best practices in project management applied specifically to the need of DeKalb County Police Department Internal Affairs Unit. The project management plan must include:

- Project organization, including structure, roles, responsibilities, and human resources management.
- Project work breakdown structure (WBS) and schedule, fully loaded with dependencies and resource requirements.
- Approach to managing scope, budget, and schedule.
- Approach to ensuring effective project communication.
- Approach for identifying, tracking, and resolving issues and risks, including roles, responsibilities, escalation process, and tools for reporting issues and risks.
- Approach to configuration management for reviewing, accepting, and maintaining version control on all project deliverables.

Vendor will be required to submit the draft project management plan to the DeKalb County IT-PMO 5 business days after the finalization of the project contract. Upon review and acceptance, the final project management plan will serve as the basis for controlling all project management activities.

**(2) PROVIDE PROJECT MANAGEMENT**

Vendor will be responsible for the ongoing planning, monitoring, controlling, and reporting of the project performance across projects within the scope of this commitment. Vendor will synchronize its project management efforts and reporting with the efforts of DeKalb County IT Department while collaboratively doing the same with DeKalb County Police Department Internal Affairs Unit.

Vendor will provide effective project management for all the contracted services and product delivery. Vendor will provide sufficient project management services to:

- Ensure that all deliverables are produced according to the contract schedule.
- Respond to reasonable inquiries about project status and risks in a timely manner (no longer than two business days).
- Identify issues, risks, and alternative solutions and notify DeKalb County Police Department Internal Affairs Unit with sufficient time for DeKalb County Police Department Internal Affairs Unit to effectively address these matters.
- Report on any updated project work plan, schedule, staff plan, project status, and budget when completing project milestones.

**B. System Design and Configuration**

Activities in this section will follow the standard but appropriate System Development Lifecycle (SDLC) methodology, leveraging Information Technology Service Management (ITSM) to ensure value is delivered to stakeholders during and post-implementation.

Based on their expertise, experience and inconsistency with DeKalb County Police Department Internal Affairs Unit's overall goal, vendor will recommend configuration options that will facilitate the outcome the business seeks.

**(1) PREPARATION OF SOFTWARE DESIGN AND CONFIGURATION PLAN**

As part of the obligation for a successful deployment of software, Vendor will be required to submit the following:

Its' plan for assembling the proposed components into a single system for deployment to DeKalb County Police Department Internal Affairs Unit. The schedule and resources required for system design, configuration, and construction.

## **(2) CONDUCT REQUIREMENT ANALYSIS**

Vendor will engage stakeholders in conducting and completing requirements analysis, using DeKalb County Police Department Internal Affairs Unit's domain/subject matter experts (SMEs) or end-users to accurately define, verify and validate and document requirements specific to DeKalb County Police Department Internal Affairs Unit's business objectives.

- Any gaps identified must be accompanied by a plan for resolving through system configuration, additional development, or additional component incorporation.
- Acceptance of target operating system (TOS) is contingent upon the solution satisfying the conditions specified by stakeholders which must be fully captured in requirements specification documents.

## **(3) TRACK REQUIREMENT TO IMPLEMENTATION**

Vendor will engage in requirements lifecycle management to ensure requirements and design align with one another. Requirements must be monitored to ensure that changes made are immediately updated.

- Create a 'Traceability matrix' to enable consistent identification of requirements and their dependencies.
- Communicate complexity and scope of change.

## **(4) DESIGN SOFTWARE**

Vendor will lead in defining the design options that best satisfy stakeholders' requirements, one that offers the most opportunity for business process improvement in the target operating system (TOS). Additionally, Vendor will define and create a general architectural plan (diagram) for software configuration and integration with necessary documentation along with libraries and tools. This documentation should include:

- Case documentation,
- Data dictionaries,
- Security design,
- Network design, inventory, protocols, and configuration
- Hardware design, configuration, and inventory
- Application design and inventory

**(5) PERFORM SYSTEM TESTING**

Vendor will provide a testable full version of the system that DeKalb County Police Department Internal Affairs Unit can test and confirm its functionality prior to moving to implementation. This should include:

- All Technical, functional and performance requirements defined in the Requirements Analysis,
- Test plans,
- Testing environment included with database testing,
- Testing tools supporting all prototypes, releases, and deployment testing,
- Documented test results.

**C. System Implementation**

System implementation services and deliverables include all activities necessary to configure and deploy the system assembled in the System Design, Configuration, and Construction section above. Services associated with this section are expected to be:

**(1) PREPARATION OF THE DEPLOYMENT PLAN**

Vendor will coordinate rollout activities and support the business to oversee the Go Live to establish the new system delivers and interacts seamlessly within the ecosystem.

**(2) ASSIST CONFIGURATION**

Vendor will offer guidance, advice and support as needed to designated personnel of DeKalb County Police Department Internal Affairs Unit to make ideal configuration decisions and assist in implementing and testing their initial configuration.

**(3) PERFORM DATA CONVERSION**

As a joint effort from stakeholders (DKPD Internal Affairs Unit), and project sponsor to ensure knowledge transfer is built into the new system. Vendor will engage in data analysis process, verify and validate the quality and integrity of source data to the target system.

- Prepare legacy data to ensure it meets the requirements of the target system
- Determine the extent and complexity of cleansing required for transfer fitness.
- Consolidate the following three databases:
  - i. LEA Administrative
  - ii. Employee Personal 2000
  - iii. Internal Affairs 2000

**(4) ASSIST TESTING**

- a. Vendor will assist DeKalb County Police Department Internal Affairs Unit and DeKalb County project team in setting up the test environment and lead system testing.
- b. Vendor will create a test strategy, provide test plan and assist in preproduction testing of configured application and converted data.
- c. Vendor will supply Quality Assurance (QA) test plan and engage in QA testing.
- d. The Vendor will coordinate UAT and support end-users through this process to immediately mitigate any issues that may arise from these activities.

**D. Training**

The following services include planning, coordinating, (online/offsite as agreed) and development of training materials and tools, and delivery of training to DeKalb County Police Department Internal Affairs Unit and DeKalb County project team fall within the remit of the Vendor service delivery:

**(1) PLAN FOR TRAINING**

This task requires Vendor's input in ensuring a training plan is included in the project plan to improve overall user experience at system interaction.

**(2) PROVIDE END USER AND ADMINISTRATOR TRAINING ONSITE FOR TECHNICAL AND FUNCTIONAL FEATURE CONTROLS OF ALL COMPONENTS THAT MAKE UP THE SYSTEM.**

- a. This training will identify the design decisions that will be made in preparing the system for implementation. The training approach should:
  - i. Account for all roles,
  - ii. Focus training to develop the knowledge and skills needed to effectively use the new system according to the daily activities of each role,
  - iii. Assist in managing, changing, and improving DeKalb County Police Department Internal Affairs Unit's business processes using system,
  - iv. Employ a train-the-trainer approach (minimum of forty (40) personnel)

**(3) PRODUCE TRAINING DOCUMENTATION**

Vendor will be required to provide training and technical documentation for new system. The documentation should include, but is not limited to:

- i. Step-by-step process instructions,
- ii. Standard operating procedures,



- iii. General system administration,
- iv. Technical configuration,
- v. System maintenance,
- vi. Troubleshooting procedures

## **E. System Support**

System support services include all the activities necessary to maintain, efficiently update, and generally support the system in the event of technical or other issues. At a minimum, the Vendor will be expected to deliver the following services:

### **(1) VERSION AND PATCH RELEASE MANAGEMENT**

Any patch release and version update efforts must be based on a scheduled plan and agreement specified by DKPD Internal Affairs Unit and DeKalb County IT with Vendor to ensure minimal disruption of service. Any issue that requires a system-wide change must be tracked and included in either a patch for critical issues or a future release for functionality expansion or noncritical issues. Data refresh schedule and frequency must be as agreed upon by the DKPD team and vendor.

### **(2) BACK-UP AND RECOVERY PROCEDURES AND TOOLS**

Backup and recovery practices and procedures must be consistent with DeKalb County standards. The Vendor must provide procedures and tools for system and data backup and recovery to support the system availability performance requirements.

### **(3) ON-GOING SUPPORT**

Vendor will ensure system readiness and availability of service. While the scope of support may range from user login issues to major component support; Vendor will respond within a set timeframe and escalate where necessary. Terms of support will include Service Level Agreement (SLA), escalation procedures and scope of support as defined in the terms of engagement.

<b>General Business Requirements</b>	<b>Desktop</b>	<b>Mobile Unit</b>	<b>Comment</b>
<i>Please indicate if the solution proposed provides the requirements listed below</i>	Y/N	Y/N	
Enter/View/Track Body Camera Usage			
Enter/View/Track Use Of Force Event			
Enter/View/Track Disciplinary Action Recommendation (DAR)			
Enter/View/Track Part Time Job Request			
Enter/View/Track Officer Involved Vehicle Accidents/Pursuits			
Enter/View/Track Drug Screening			
Enter/View/Track Line Level Complaints (Major, Formal, Off Duty, Phone and Internal)			
Enter/View/Track Officer Injury Reports			
Generate Forms Letters (Correspondence) within the application			
System Generate Early Intervention Platform /Alerts			
To create a centralized and accessible document location, i.e., a forms library			
Field Level review and approval of documents			
Event/Case Management			
<b>System Requirements</b>			
Standard Statistical Reporting/Charts			
A query builder which allows for custom reporting and analysis			
Provides a comprehensive audit trail of edits within the system, i.e., add/delete/modify			
The ability to configure Early Warning Intervention Alerts			
The ability to configure Archive Protocol			
Electronic Document Signature Capability			
User Login verified via Active Directory Authentication			
<b>System Platform</b>			
The solution proposed is SaaS			
The solution proposed is On-Premise			
The solution proposed is Third Party Hosted			
<b>Security</b>			
Defined User Roles			
Defined User Permission Levels			
Defined User Groups			

	Mobile	Desktop	Comment
<b>System Maintenance/Support</b>	Y/N	Y/N	
Notify customer 48 hours before any planned patch or system enhancement to ensure downtime that may significantly impact system availability is scheduled outside of business hours)			
24/7 Customer Support Center			
Are there multiple support levels/tiers, if yes provide the levels			
<b>Technical Requirements</b>			
Client Application must function on Microsoft Window 7.0 or higher			
Client Application must function 34bit and 64 bit			
<b>The items below require a detailed response within your RFP documentation</b>			
Define general architecture plan			
Define Software Configuration			
Define Backup and Recovery Process			
Define migration and Conversion Process			
<b>Transition Requirements</b>			
Identify rollout activities			
Provide End-User and System Administration training (train the trainer) strategy			
Provide End-User/System Administrator Training Guides/Documentation			
Provide Recorded Training Materials			

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

<b>Required Documents</b>	<b>Attachment</b>
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
LSBE Documents – Exhibits A and B	E
Responder Affidavit	G
First Source Jobs Ordinance (with Exhibits 1 – 4)	H
New Employee Tracking Form	I
Exceptions to the Standard County Contract, if any	

- G. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed.

### 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. 18-500506 for INTERNAL AFFAIRS SOFTWARE SOLUTION” on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

## B. Technical Proposal

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

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 18-500506 for Internal Affairs Software Solution" 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. Project Management: (*in accordance with the scope of work in section A*)
  - a. Describe how the project will be organized and managed;
  - b. Describe progress reporting procedures for the project;
  - c. Include the anticipated use of subcontractors or vendors; and
  - d. Describe the resources necessary to accomplish the purpose of the project.
4. System Design and Construction: (*in accordance with the scope of work in section B*)
  - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
  - b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project; and
  - c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
5. System Implementation: (*in accordance with the scope of work in section C*)
  - a. Describe the preparation of the Deployment Plan
  - b. Include the guidance and support to assist in configuration decision and implementation and testing.
  - c. Provide information regarding data conversion performance.
6. Training: (*in accordance with the scope of work in section D*)
  - a. Provide the training plan as described herein.
  - b. Identify the individuals who will be part of the project team;
  - c. Include any outside personnel, such as subcontractors; and
  - d. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
7. Responder must describe their Organizational Qualifications to include their experience, capabilities and other qualifications for this project. Include if the Responder operated under current company name and if the Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

8. 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 (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
10. Provide the following information: Are you a DeKalb County Firm? Yes/No.

### **C. DeKalb First Ordinance**

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at [fbwilliams@dekalbcountyga.gov](mailto:fbwilliams@dekalbcountyga.gov) or (404) 371-6312.

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

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment 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.** System Design, Configuration (20 points)
- B.** Project Management (15 points)
- C.** System Implementation (15 points)
- D.** Training (10 points)
- E.** System Support (10 points)
- F.** Local Small Business Enterprise Participation (10 points)
- G.** Cost (10 points)
- H.** Financial Responsibility (5 points)
- I.** References (5 points)
- J.** Optional Interview/Demonstration (10 points) - bonus

#### **V. CONTRACT ADMINISTRATION**

##### **A. Standard County Contract**

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

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

**One (1) original Technical Proposal stamped "Original" and five (5) compact discs or flash drives with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on December 13, 2018.**

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 18-500506 for Internal Affairs Software Solution" on the outside of the envelope(s) or box(es).

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

### **C. Pre-Proposal Conference and Site Visit**

A pre-proposal conference and site visit will be held at **11:00 a.m.** on the **27<sup>th</sup> day of November 2018** at Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Fl., Decatur, GA 30030. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference and site visit, please contact Delois Robinson at (404) 371-2395 or [drobinson@dekalbcountyga.gov](mailto:drobinson@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 Delois Robinson, via email to **drobinson@dekalbcountyga.gov** no later than close of business on December 13, 2018. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

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

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Delois Robinson at (404) 371-2395 or send an email to [drobinson@dekalbcountyga.gov](mailto:drobinson@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

### **F. Proposal Duration**

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

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

### **K. Business License**

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a

certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

**L. Ethics Rules**

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

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

**M. Right to Audit**

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

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including 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. If no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

**N. Cooperative Procurement**

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

## VI. AWARD OF CONTRACT

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

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

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

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

Sincerely,



---

Delois Robinson, MBA, CPPO  
Procurement Manager  
Department of Purchasing and Contracting

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

**ATTACHMENT A**

**COST PROPOSAL FORM**

(consisting of 2 pages)

**INTERNAL AFFAIRS SOFTWARE SOLUTION**

**Responder: Please complete the attached pages 20-21 of the Cost Proposal Form and return them with this cover page. The cost proposal (pages 20-21) must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 18-500506, Internal Affairs Software Solution" clearly identified on the outside of the envelope.**

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

Please provide the following information:

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

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

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

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

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

Fax Number: \_\_\_\_\_

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

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

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

**ATTACHMENT A**  
**COST PROPOSAL FORM**

**Responder:** State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for an Internal Affairs Software Solution.

Category	Total
Software System	\$ _____
System Implementation Requirements and Services	
Professional Services	\$ _____
Training	\$ _____
Data Migration	\$ _____
Maintenance Costs for the 1 <sup>st</sup> Year	\$ _____
Maintenance Costs for the 2 <sup>nd</sup> Year	\$ _____
Maintenance Costs for the 3 <sup>rd</sup> Year	\$ _____
Maintenance Costs for the 4 <sup>th</sup> Year	\$ _____
Maintenance Costs for the 5 <sup>th</sup> Year	\$ _____
Other Professional Services not listed above (please specify)	
Travel	\$ _____
	\$ _____
	\$ _____
<b>Total Proposed Cost:</b>	<b>\$ _____</b>

\$ \_\_\_\_\_  
(State the TOTAL FIRM FIXED LUMP SUM amount in writing on this line)

\$ \_\_\_\_\_  
(State the TOTAL FIRM FIXED LUMP SUM amount in figures on this line)

**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	<b>County</b>	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 <b>RFP No. 18-500506, Internal Affairs Software Solution</b> described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <b>December 13, 2018</b> until <b>3:00 p.m. (EST)</b>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT 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 of whom you have provided a software solution and 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  
DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS A – B**

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the

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

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

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

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

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

**EXHIBIT A**

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

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

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

SOLICITATION NUMBER: **Insert solicitation number**

TITLE OF UNIT OF WORK – **Insert solicitation name**

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D**

**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

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

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

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

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

**EXHIBIT A, CONT'D**

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

**Bidder/Proposer Statement of Compliance**

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

**1. Non-Discrimination Policy**

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

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

2. **Commitment**

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

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer:

\_\_\_\_\_

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

Notary Public

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



**EXHIBIT B**

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

Instructions:

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

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

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

**ITB Number:** 18-500506

**Project Name:** Internal Affairs Software Solution

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

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

**Prime Contractor**

**Sub-contractor**

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

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

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

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

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

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

**ATTACHMENT F**  
**SAMPLE COUNTY CONTRACT**

SAMPLE

**AGREEMENT FOR PROFESSIONAL SERVICES**

**DEKALB COUNTY, GEORGIA**

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

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

**ARTICLE I. CONTRACT TERM**

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

**ARTICLE III. PAYMENT**

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

Invoice(s) must be submitted as follows:

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

DeKalb County, Georgia  
Attention: "USER DEPARTMENT"

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

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalbbsbe.info](http://www.dekalbbsbe.info). Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at [www.dekalbbsbe.info](http://www.dekalbbsbe.info)

#### **ARTICLE IV. SCOPE OF WORK**

The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the County's Request for Proposals (RFP) No. XX-XXXXXX for \_\_\_\_\_, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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.

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, 2<sup>nd</sup> Floor**  
**1300 Commerce Drive**  
**Decatur, Georgia 30030**
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers’ Compensation Insurance and to have all subcontractors likewise carry statutory Workers’ Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from

evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

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

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

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

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

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



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

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

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

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible 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, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to: Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

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

**If to the Contractor:**

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

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

W. Controlling Provisions The Contract for this 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

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

ATTEST:

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

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Department Director

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney Signature

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



**ATTACHMENT G**

**RESPONDER AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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



## ATTACHMENT H

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

#### EXHIBIT 1

#### FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

#### CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

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

Please answer the following questions:

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

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

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

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 2**

**NEW EMPLOYEE TRACKING FORM**

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

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

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**CONTACT PHONE:**

**CONTACT FAX:**

**CONTACT E-MAIL ADDRESS:**

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

---

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

**POSITION TITLE:**

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

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

**SPECIFIC WORK SCHEDULE:**

**SALARY RATE(OR RANGE):**

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

**PUBLIC TRANSPORTATION ACCESSIBILITY YES  NO**

**IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:**

**CREDIT DRUG MVR BACKGROUND OTHER \_\_\_\_\_**

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

**774 Jordan Lane Bldg. #4**

**Decatur, Ga. 30033**

**Phone: (404) 687-3400**

**FirstSourceJobs@dekalbcountyga.gov**



**FIRST SOURCE JOBS ORDINANCE INFORMATION**

**EXHIBIT 4**

**EMPLOYMENT ROSTER**

**DeKalb County**

<b>Contract Number:</b> _____	
<b>Project Name:</b> _____	
<b>Contractor:</b> _____	<b>Date:</b> _____

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