



DeKalb County
Department of Purchasing and Contracting



Scott M. Callan, CPSM, Chief Procurement Officer

July 13, 2015

REQUEST FOR PROPOSAL (RFP) No. 15-500357

FOR

TEMPORARY PERSONNEL SERVICES

THREE (3) YEAR MULTIYEAR CONTRACT

INTRODUCTION

DeKalb County Government (hereinafter referred to as “the County”) is seeking a competitive and comprehensive solution from qualified individuals and firms (hereinafter referred to as “Vendor, Contractor or Proposer”) to provide the County with high-quality service through expanded service options for Temporary Personnel Services. Qualified vendors should submit proposals to fill part-time and full-time temporary positions with DeKalb County on an as needed basis.

The County would like to enter into a three (3) year Multiyear Contract with one vendor who can satisfactorily address all the requirements herein, the services shall include, but are not limited to providing Temporary Personnel Services for various DeKalb County Departments, using the same terms and conditions as stated in the contract with firm fixed hourly rates in accordance with Attachment F, Cost Proposal. The contract may be automatically renewed for two (2) successive one year terms upon the same terms and conditions stated in the contract. In the event one (1) vendor cannot satisfactorily address all the requirements herein, the County reserves the right to select separate vendors for individual services.

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

SUBMITTAL INSTRUCTIONS

Proposals must be clearly identified on the outside of the envelope(s) or box(s) with the Vendor’s name and “Request for Proposal No. 15-500357 for Temporary Personnel Services”. **One (1) original Technical Proposal stamped “Original” and Six (6) identical copies of the Technical Proposal; one (1) digital copy of the technical proposal in Adobe® PDF format; and One (1) Separately Sealed original Cost Proposal** must be submitted to the following address no later than **3:00 p.m. on Thursday, August 6, 2015:**

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

It is the responsibility of each Vendor to ensure that his or her submission is received by 3:00 p.m. Be aware that visitors to our offices will go through a security screening process upon entering the building. Vendors should plan enough time to ensure that he or she will be able to deliver his/her submission prior to our deadline. Late proposals, for whatever reason, will not be evaluated. Vendors should plan deliveries accordingly.

I. BACKGROUND

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

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

II. SCOPE OF WORK

The County's objective is to obtain services for Temporary Personnel Services for Daily Employment Services. Proposers must demonstrate, to the County's satisfaction, the ability to deliver services in accordance with this RFP, Section III & IV and the agreement included as Attachment K of this RFP.

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

III. REQUIREMENTS

The successful Vendor must provide temporary personnel services in accordance with the following requirements:

1. During the assignment, temporary personnel shall not work for any period over eight (8) hours per day for a maximum of forty (40) hours per week without prior authorization from the DeKalb County Human Resources and Merit System Department. Normal working hours are 8:30 A.M. to 5:00 P.M., Monday through Friday.
2. Prior to the start of each assignment, working hours will be mutually agreed to by the Requesting Department and the successful Vendor.
3. Except in connection with a replacement for cause, the successful Vendor will not reassign or replace personnel assigned to the County unless the successful Vendor can demonstrate, to the reasonable satisfaction of the County, that such reassignment will not have a material adverse effect on the County's operations.
4. Successful Vendor must comply with DeKalb County's employment policies, Equal Employment Opportunity; Americans with Disabilities Act; Age Discrimination in Employment Act; Georgia Security and Immigration Compliance Act; Immigrant Reform and Control Act; Title VI of the Civil Rights Act of 1964; and other local, state, and federal legislation as required.
5. Employees with bilingual capabilities may be required, from time to time, by DeKalb County. Spanish is the most common language used by the various departments for each common position description. Vendor must submit a list of languages for which bilingual temporary personnel services can be provided.
6. Successful Vendor agrees that no penalty or other monetary transaction shall be imposed on DeKalb County, or on a temporary employee, if that employee is hired as a permanent or part-time employee with DeKalb County at any time during or after contract service dates.
7. Certain job specifications in DeKalb County require drug and alcohol testing. In providing temporary personnel to DeKalb County to fill these job specifications, successful Vendor must provide drug and alcohol testing before employee is assigned to DeKalb County. The cost of the drug and alcohol testing is the responsibility of the successful Vendor. Vendor must submit, with the Technical Proposal, a copy of the drug and alcohol test which shall be utilized for those positions requiring drug and alcohol testing as specified by DeKalb County. The successful Vendor will be required to maintain a file copy of each temporary employee's drug and alcohol test who is assigned to DeKalb County. DeKalb County may review said record upon request. DeKalb County will not make payment to the successful Vendor for any labor incurred where this paragraph's stated requirement is not met and retains the

right to terminate the successful Vendor's contract where this paragraph's stated requirement is not met.

8. Certain job specifications in DeKalb County require criminal background checks (including police fingerprint checks). In providing temporary personnel to DeKalb County to fill these job specifications, successful Vendor must complete a criminal background check before employee is assigned to DeKalb County. Vendor must submit with the Technical Proposal a copy of the criminal background check which shall be utilized for those positions specified by DeKalb County as requiring a criminal background check. The cost of the criminal background check shall be the responsibility of the successful Vendor. A copy of the temporary employee's police fingerprint check shall be retained on file by the successful Vendor and DeKalb County may review said file upon request. DeKalb County will not make payment to the successful Vendor for any labor incurred where this paragraph's stated requirement is not met and retains the right to terminate the successful Vendor's contract where this paragraph's stated requirement is not met.
9. A copy of the Immigration and Naturalization Service Employment Eligibility Verification form (I-9), including all required documents as outlined in the I-9 form, must be maintained by the successful Vendor on each employee assigned to DeKalb County and DeKalb County may review said file upon request. In accordance with OCGA § 13-10-91 and Georgia Department of Labor Rules § 300-10-1-.02, the successful Vendor will also be registered and participate in a federal work authorization program to verify work eligibility. DeKalb County will not make payment to the successful Vendor for any labor incurred where this paragraph's stated requirement is not met and may terminate the successful Vendor's contract where this paragraph's stated requirement is not met.
10. Assignments may sometimes require temporary personnel to have access to confidential information regarding County operations or private information from individuals. The successful Vendor agrees that it or its temporary personnel will not use confidential information for any purpose except as contemplated pursuant to this agreement.
11. The successful Vendor will comply with County policies, procedures and requirements with respect to access to the County's offices and data. Said policies, procedures and requirements will be provided to temporary personnel upon assignment.
12. Notwithstanding the foregoing, a party may disclose the other party's confidential information (i) to the extent necessary to comply with any applicable law, rule, regulation or ruling; (ii) as appropriate to respond to summons or subpoena; or (iii) to the extent necessary to enforce its rights under this Agreement.
13. Temporary employees shall be paid in a manner that does not require employees to leave their duty stations with DeKalb County in order to receive their pay checks.

Any incentive program that rewards excellent performance and/or encourages employees to stay the entire length of an appointment must be included in the Technical Proposal. The County shall not be responsible for the payment of incentive awards.

14. Some temporary employee assignments, such as those for the Information Systems Department, may be identified by DeKalb County as a project assignment, meaning it is the intent of DeKalb County to have one (1) or more temporary employee(s) assigned to the project for the duration of the project from start to finish (possibly in straight shifts).
15. The successful Vendor must be responsible for all insurance, worker's compensation, payroll taxes, and other employer mandated items for their employees. It is the successful Vendors' sole responsibility to educate their employees as it pertains to their employment with the successful Vendor and to perform tasks assigned by DeKalb County.
16. It shall be at the discretion of the employing (or receiving) division/department to accept or reject a proposed temporary employee. The successful Vendor will be required to replace an unacceptable employee no later than the first work day following notification to the successful Vendor the employee has been determined to be unacceptable. Acceptability of temporary employees is at the sole discretion of the County.
17. The successful Vendor will be responsible for providing DeKalb County Human Resources and Merit System Department a monthly management report and customer usage report for each DeKalb County Department by the 10th business day of each month. Reports must be on a separate page for each DeKalb County Department, and must include at a minimum: (1) the total number of employees utilized by position category; (2) assignment billing address; (3) total number of hours worked per employee; (4) total cost of position skill or category, including bill rate and pay rate; and (5) a grand total of employees, hours, and costs. The monthly management report shall be provided in hard copy and in electronic format in Microsoft Excel.
18. Group time sheets shall be provided for each division/department in hard copy and in electronic format in Microsoft Excel by Monday of each week. For billing and tracking purposes, all time sheets should indicate the name, social security number (or other unique identifier such as birthdate), time in and out, lunch time out and in, and a two (2) digit departmental code (provided by DeKalb County) for each day, Monday through Sunday. Week-ending date should be on all time sheets. The time sheet should provide places for the employee's signature and a DeKalb County approval signature. An employee must work a full forty (40) hours in a work week before overtime can be considered. Temporary employees shall not work in excess of forty (40) hours per work week without prior written approval by the County.

19. Group invoices by department shall be provided in hard copy and in electronic format in Microsoft Excel. Invoices must contain the following information at a minimum: (1) division/department number; (2) invoice number; (3) purchase order number; (4) week-ending date and invoice date; (5) description of job title; (6) employee name; (7) hours worked, hourly bill rate, and total amount due for each employee; and (8) invoice totals to include total hours worked and total payment due. Invoices are to reflect information reported on the individual time sheet. A copy of each individual time sheet shall be attached to the corresponding invoice. Do not combine divisions/departments on time sheets or on the invoices. Successful Vendor shall not issue credits or debits for incorrect invoices. New invoices with corrected amounts shall be submitted for payment processing. The successful Vendor shall furnish a monthly statement of outstanding invoices with each invoice. DeKalb County's goal for the payment of undisputed invoices is thirty (30) days from invoice receipt.
20. The successful Vendor shall provide services at the rates provided in the Cost Proposal. The County shall have no duty to make deductions for unemployment insurance, social security contributions, or state or federal income taxes. As the employer, such deductions shall remain the sole responsibility of the successful Vendor.

IV. JOB DESCRIPTIONS

1. The most common position descriptions for temporary personnel required by DeKalb County are outlined below. Vendor shall indicate the number of available personnel for each position described in the following list:
 - A. Executive Secretary: Typing ability 60 wpm minimum; composes and produces various financial, legal, and other sensitive documents; types correspondence on PC using a variety of software packages; provides secretarial administrative duties and support within department which includes: photocopying, filing, maintaining calendars and suspense files, greeting and providing assistance to visitors and callers, scheduling appointments and making travel arrangements; provides technical support and coordinates program information for departmental staff; and supervises clerical staff and others as assigned.
No. of personnel available: _____
Languages available: _____
 - B. Office Assistant: Typing ability 45 wpm minimum; type from correspondence (including statistical information copy); greet public, answer phone and supply information; file under alphabetical and numerical systems; sort and compile written materials; use copying equipment as well as other common office equipment. This category includes typist, receptionist and file clerk duties.
No. of personnel available: _____
Languages available: _____
 - C. Administrative Assistant: Must project a professional image. Typing ability 45 wpm. Type on PC using a variety of software packages; Microsoft Word is most

commonly used. Type memoranda, correspondence and forms from copy. May be asked to perform complex tasks; attention to detail necessary. Greet visitors, answer phone and supply information; make appointments. Open and sort mail and file.

No. of personnel available: _____

Languages available: _____

- D. Customer Service Representative: Represents department in face-to-face interactions with the public; resolves problems; uses good judgment and communication skills; works independently with minimal supervision. May be required to type on PC using a variety of software packages depending on placement- Microsoft Word is most commonly used.

No. of personnel available: _____

Languages available: _____

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

No. of personnel available: _____

Languages available: _____

- F. Receptionist/Switchboard Operator: Main dimension board or multi-line phone system. Takes messages, greets public, and gives general information and directions.

No. of personnel available: _____

Languages available: _____

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

No. of personnel available: _____

Languages available: _____

- H. Office Software Specialist: Develops and maintains computer database and web site; *uses various software packages depending on placement*; creates reports, charts, graphs, and spreadsheets for presentations using a variety of software packages; provides information and answers customer inquiries; recommends ways to best illustrate collected data; prepares a variety of recurring and special reports and analyses to assist management; and provides computer software training and assistance to departmental staff.

No. of personnel available: _____

Languages available: _____

- I. Data Entry Operator: Entry rate of 10 correct inputs per minute (10 correct = approximately 6,000 keystrokes using a 5-minute test).

No. of personnel available: _____

Languages available: _____

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

No. of personnel available: _____

Languages available: _____

- K. Laborer: Miscellaneous physical labor tasks requiring considerable physical stamina, e.g. unloading trucks, pouring and shoveling sand, cleaning sludge from waste water filter drains. Must be able to report to work immediately; work locations may be anywhere in DeKalb County, not always on bus lines, and vendors insurance must be able to cover temporary employees being driven to exact job site by DeKalb County personnel.

No. of personnel available: _____

Languages available: _____

- L. Technical Support Analyst: Provides data analysis, including logical design, data definition, database architecture, flow analysis, data modeling. Complies with security best practices to ensure data integrity. Maintains, develops and recommends techniques and methodologies to enhance application performance, and communicates data standards to staff. Develops and recommends implementation of policies, procedures, and practices to properly administer county data assets. Analyzes system requirements, determines optimal file structure for systems. Provides recommendation of hardware and software selection, implementation, and maintenance. Formalizes documentation, including detailed data specifications, logical data models and flows, database designs, data definitions, backup and recovery requirements, and security models. Provide input for backup plans and schedules. Participate in Disaster Recovery tests and provide updated procedures as necessary for Disaster Recovery and data protection. Assists programmers and analysts with problems relating to data modeling and data storage/retrieval issues. Monitors databases on a continuous basis and provide performance reports to management as required.

No. of personnel available: _____

Languages available: _____

- M. Microsystems Specialist: Assists in loading specified software packages such as operating systems, word processing or spreadsheet programs into computer; enters commands and observes system functions to verify correct system operation; diagnoses hardware, software and operator problems; recommends or performs remedial actions to correct problems, or request other assistance; instructs users in use of equipment, software and manuals; replaces defective or

inadequate software packages; refers hardware problems to network control service personnel; updates and maintains inventory of all of the County's microcomputer hardware and warranties, software, modifications, and licenses; assists in the installation of microcomputer hardware systems; may write and maintain in-house microcomputer programs.

No. of personnel available: _____

Languages available: _____

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

No. of personnel available: _____

Languages available: _____

- O. Mail Clerk: Sort and directs incoming and outgoing interoffice and U.S. Postal Service mail; Receives, sorts, and distributes U.S. mail, parcels and interoffice mail; Operates automated mail equipment, runs machine reports and contacts vendor for maintenance servicing; Provides courier services to deliver mail to County departments; Prepares outgoing mail by weighing, stamping, and sorting for post office pickup; Provides service at window.

No. of personnel available: _____

Languages available: _____

2. Temporary employees must meet the requirements/skills specified in the DeKalb County job specifications for the position descriptions specified in the Requirements section above. The successful Vendor will be required to maintain a copy of the appropriate/required skills test(s) on file for each temporary employee assigned to the County and the County may review said record upon request. The cost of appropriate skill tests are the responsibility of the successful Vendor. The County will not make payment to the successful Vendor for any labor incurred where this paragraph's stated requirement is not met and retains the right to terminate the successful Vendors contract where this paragraph's stated requirement is not met.
3. The County reserves the right to request additional temporary personnel categories not identified by the titles listed. If the County requests categories of personnel that are not included in Attachment F, Cost Proposal, Sections III and IV, the County and successful Vendor shall mutually agree to a firm fixed hourly rate for the additional categories that shall apply for the duration of the agreement.

4. The County is aware that temporary service providers often specialize in certain employee disciplines. Vendors may propose in one or more of the categories in their Technical Proposal.

V. PROPOSAL FORMAT

Technical Proposal (Note: Do Not Include Any Costs of Any Kind in This Section.)

Proposers must submit their proposals in the following format: Attachment A, Proposal Cover Sheet, should be the first page of the proposal. Attachment A, Proposal Cover Sheet should be properly completed and executed by an individual with full authority to offer all pricing and services on behalf of Proposer. Failure to submit proposals in the following format may result in the proposal being deemed **Non-Responsive**.

1. Technical Approach:

- A. Describe in detail how you propose to achieve or exceed the requirements of the Scope of Work of this RFP. Details must be included to indicate your firm's ability to provide temporary personnel services required by DeKalb County. Vendors are required to detail their management and quality measurements.

2. Project Management:

- A. Describe your firm's general and specific experience in providing the temporary personnel services required under this RFP. The successful Vendor shall assign individuals to manage the County account and be responsible for the designation of temporary personnel to work in DeKalb County Departments. Provide a personnel summary of each individual to be so assigned. Include the anticipated use of subcontractors.
- B. Vendor must submit a plan describing how your firm initiates operations when requested. Vendor must submit a plan for continuation of services during transfer of operations to the County and/or another contractor.
- C. The successful Vendor shall provide temporary personnel within 24 hours from point of request for assignments designated by the County as an emergency and within 48 hours from point of request for all other assignments.

3. Organizational Qualifications:

- A. Provide a short statement outlining your firm's experience, capabilities, and other qualifications for this project. Include types of similar services provided to other businesses and government entities.

4. Key Personnel & Staff:

- A. Provide a detailed description of all key personnel, including subcontractor personnel, to be used on this project. Include resumes showing professional experience for each.
- B. Provide the existing workload of personnel to be assigned, showing their availability and your firm's ability to meet the needs of the project.

5. Recruiting Practices, Testing, and Training:

- A. Skills in position descriptions, especially typing WPM requirements, shall be verified to ensure skilled temporary personnel are provided. Please describe how your firm verifies skill levels, i.e., resume, testing, and/or other. Describe training/education programs your firm makes available to temporary employees.
- B. Describe recruiting practices and how quality levels are maintained. Include information regarding any procedures your firm may have to insure that temporary personnel remain drug/alcohol free and have not engaged in activities that could prohibit them from working at the County in the position to which they have been assigned.
- C. Vendor must submit a copy of the drug and alcohol test, which shall be utilized for those positions specified by DeKalb County as requiring drug and alcohol testing. See Section III. #7, Requirements.
- D. Vendor must submit a copy of the criminal background check, which shall be utilized for those positions specified by DeKalb County as requiring a criminal background check. See Section III. #8, Requirements.

6. Financial Responsibility:

- A. Proposers must provide financial statements (balance sheet, income statement and cash flow statement) for the last three (3) years that evidences that the proposer has the financial capacity to perform the scope of work. Failure to submit Financial Statements may result in the proposal being deemed Non-Responsive.

7. References:

- A. Proposers must submit three (3) viable references with direct contact information who can verify the Proposers experience and ability to perform the type of service listed in the solicitation. References must include company name, contact name, address, email address, telephone numbers and contract period. Failure to submit references with direct contact information may result in the proposal being deemed Non-Responsive.

A. Cost Proposal

1. **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 will result in Proposers proposal being deemed **Non-Responsive**.
2. The cost proposal must be submitted in a separate, sealed envelope with the proposer's name and "Cost Proposal for Request for Proposal No. 15-500357 for Temporary Personnel Service" on the outside of the envelope.
3. Proposers are required to submit their costs on an unaltered copy of Attachment F, Cost Proposal Form.
4. Prices quoted by service providers will be firm prices, not subject to increase during the term of any contractual agreement arising with the County as a result of this proposal. Service providers are to stipulate the expiration date of their quoted proposal but shall not be less than 120 days.

B. Local Small Business Enterprise Ordinance

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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). See Attachment D of this RFP. The County's *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the Request for Proposal (RFP), along with sample report forms (Exhibit C). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.

For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact: Felton Williams, Special Projects Manager at PCAdmin-ops@dekalbcountyga.gov or telephone number to 404.371.7051.

In order for a Proposal to be considered, it is mandatory that the *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) be completed and submitted with proposer's proposal.

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

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

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. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.

VI. CRITERIA FOR EVALUATION

The following evaluation criteria will be used as the basis for the evaluation of proposals.

- A. Technical Approach – 15 points
- B. Project Management – 15 points
- C. Organizational Qualifications – 15 points
- D. Key Personnel & Staff – 15 points
- E. Recruiting Practices, Testing, and Training – 15 points
- F. Financial Responsibility – 10 points
- G. References – 5 points
- H. Cost – 10 points (sent in a separate sealed envelope)
- I. Local Small Business Enterprise Participation - 5 points LSBE/MSA, 10 points LSBE/DeKalb (Potential bonus points)
- J. Optional Interview – 20 points (Potential bonus points).

VII. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment K), which specifically outlines the contractual responsibilities. All proposers 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 proposers response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, proposers should review any proposed revisions with an officer of the firm having authority to execute the

contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped “Original” and Six (6) identical copies of the Technical Proposal; one (1) digital copy of the technical proposal in Adobe® PDF format; and One (1) Separately Sealed original Cost Proposal must be submitted to the following address no later than **3:00 p.m. on Thursday, August 6, 2015**.

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

Proposals must be clearly identified on the outside of the envelope with the Vendor’s name and “Request for Proposals No. 15-500357 for Temporary Personnel Services” on the outside of the envelope(s) or box(s).

C. Questions

Questions must be submitted to the Department of Purchasing and Contracting in writing by one of the following methods: in person at the Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, via email to Jameison A. Henderson at: JHenderson@dekalbcountyga.gov, no later than close of business (5:00PM) on **July 24, 2015**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after July 24, 2015 will not receive a response, or be the subject of addenda.

D. Acknowledgment of Addenda

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged either in a cover letter or by signing and returning the Addendum form. Acknowledgments must be received no later than the proposal due date. If Acknowledgments are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any Addendum may result in a declaration of non-responsiveness by the County Administration. All addendums issued for this project may be found on DeKalb County’s website, <http://www.dekalbcountyga.gov/purchasing/pc-formal-bids-&-rfps.html>. Proposer may send an email to Jameison A. Henderson at JHenderson@dekalbcountyga.gov or call at 404-371-2386 to verify the number of addenda prior to submission.

E. 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.

F. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful proposer 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.

G. Expenses of Preparing Responses to this RFP

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

H. 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. Proposers may wish to consult an attorney or obtain legal advice prior to making a submission.

I. 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 (Attachment G) and New Employee Tracking Form (Attachment H) and submit with the proposer's proposal.

The County's First Source Business Service Request Form, Attachment I and Employment Roster reporting form, Attachment J are included in the RFP.

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

J. Business License

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

VIII. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and may determine an interview list of the firms whose proposals are highest rated based on qualifications and information provided in Section IV, Proposal Format, and Section V, Criteria for Evaluation.

Interviews of listed firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order 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,



Jameison A. Henderson
Procurement Agent
Department of Purchasing and Contracting

Attachment A:	Proposal Cover Sheet
Attachment B:	Reference and Release Form (Prime) Required Documents Checklist
Attachment C:	Reference and Release Form (Subcontractor)
Attachment D:	LSBE/MBE/WBE Opportunity Tracking Form(s), eleven (11) pages
Attachment E:	Responder Affidavit Certificate of Corporate Resolution
Attachment F:	Cost Proposal three (3) pages (submitted in a separate sealed envelope)
Attachment G:	First Source Jobs Ordinance Acknowledgement
Attachment H:	New Employee Tracking Form
Attachment I:	Business Service Request Form
Attachment J:	Employee Roster
Attachment K:	Sample County Contract

REQUIRED DOCUMENTS CHECKLIST FOR TEMPORARY PERSONNEL SERVICES

Proposers shall complete and submit the following documents with Proposers proposal. Attachment F, *Cost Proposal Form*, shall be submitted in a separate sealed envelope in accordance with the RFP, Section III.D. All other documents are to be submitted in Proposers Technical Proposal

Title	Proposal Page No.
Required Documents Checklist	
Cost Proposal (submitted in a separate sealed envelope)	N/A
Responder Affidavit	
LSBE/MBE/WBE Opportunity Tracking Form	
Reference and Release Form	
Proposal Cover Sheet	
First Source Jobs Ordinance Acknowledgement	
Preferred Employee Tracking Form	
Business License Upon Award	
Acknowledgements for all addenda issued to this RFP.	
Drug and Alcohol Test (As outlined in 5.Recruiting Practices, Testing, and Training)	
Criminal Background Check (As outlined in 5.Recruiting Practices, Testing, and Training)	
Employee Incentive Program (As outlined in 5.Recruiting Practices, Testing, and Training)	

ATTACHMENT A
PROPOSAL COVER SHEET

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for <u>RFP No. 15-500357 Temporary Personnel Services</u> described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <u>Thursday, August 6, 2015 until 3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section B. SUBMITTAL INSTRUCTIONS.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT B

REFERENCE AND RELEASE FORM (PRIME)

“You must submit three (3) viable references with information who can verify your experience and ability to perform the type of service listed in the solicitation. References must include company name, contact name, address, email address, telephone numbers and contract period. Failure to submit references with direct contact information may deem your bid Non-responsive.”

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 C

REFERENCE AND RELEASE FORM (SUBCONTRACTOR)

“You must submit three (3) viable references with information who can verify your experience and ability to perform the type of service listed in the solicitation. References must include company name, contact name, address, email address, telephone numbers and contract period. Failure to submit references with direct contact information may deem your bid Non-responsive.”

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT D

Purchasing & Contracting Form No. 7, Page 1
Rev 12-5-12

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE 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 Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

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) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

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 dollar value shall be due with the bid or proposal documents and included with Exhibit "A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

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." Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to complete and submit the notarized Schedule of LSBE Participation will result in a bid or proposal being rejected.

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 are also required to certify that all 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 may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit C.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

“EXHIBIT A”

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

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

PRIME BIDDER/PROPOSER _____ SOLICITATION NUMBER: ITB No. 15-500357

TITLE OF UNIT OF WORK – Temporary personnel Services

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
_____LSBE-DeKalb _____LSBE-MSA _____MBE _____WBE.
2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) 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 financial participation to be provided by the LSBE, MBE or WBE joint venture firm.

4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Copy the following page and list additional subcontractors, if necessary. 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 dollar value. A Letter of Intent form is attached hereto as Exhibit “B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, 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 and the amount of the quoted price if one was obtained.
5.			Efforts were 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.
6.			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.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

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

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other 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, Contract Compliance Division at 404.371.7051. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website at <http://www.dekalbcountyga.gov/>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE
SCHEDULE OF PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE 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 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 County. 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. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
3. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

To: _____
(Name of Prime Contractor Firm)

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

ITB Number: insert _____

Project Name: insert _____

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 Commence Date	% of Contract Award	Estimated Dollar Amount

Prime Contractor

Sub-contractor

Signature: _____ **Signature:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____



PRIME CONTRACTOR LSBE UTILIZATION REPORT

Please complete a separate form for each contract.

This report **must** be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application) to the Contract Compliance Division. Failure to comply **may** result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	Contract Complete to Date
Name:			
Address:			
Telephone #:	Fax #	Email	

REPORTING PERIOD: (From - To)	
PROJECT NAME:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNTS AFFECTING SUB-CONTRACTOR UTILIZATION: \$
AMOUNT OF REQUESTED UTILIZATION THIS PERIOD: \$
TOTAL AMOUNT REQUESTED TO DATE: \$
SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: _____ (Signature) _____ (Printed Name) _____ Date: _____

Return Completed Form to:
Contract Compliance Division, DeKalb County Purchasing and Contracting
1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
404-371-4795(phone) 404-371-2511 (fax)



LSBE SUB-CONTRACTOR REPORT

This report must be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of monthly checks/payments to the Contract Compliance Division. Failure to comply may result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB - CONTRACTOR		Sub-Contract Award Amount	% Completed to Date
Name:			
Address:			
Telephone #:	Fax#	Email	

PRIME CONTRACTOR:	
CONTRACT NUMBER:	
ITE/RFP NUMBER:	
PROJECT LOCATION:	

ANY CHANGE IN AMOUNT AFFECTING CONTRACTOR UTILIZATION: \$

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

Return Completed Form to:
Contract Compliance Division, DeKalb County Purchasing and Contracting
1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
404-371-4795(phone) 404-371-2511 (fax)

ATTACHMENT E

RESPONDER AFFIDAVIT

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

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT F

COST PROPOSAL FORM
(Consisting of three (3) pages)

For

TEMPORARY PERSONNEL SERVICES

Proposer: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Proposers name and "Request for Proposals No. 15-500357 Temporary Personnel Services" clearly identified on the outside of the envelope. Failure to submit the Cost Proposal will deem the Proposer as Non-Responsive.

I. Proposer: State a FIRM HOURLY RATE in U.S. Dollars for the first calendar year of the Agreement for each category and level of competency of consultant you can provide. Requirements for each category shall be accordance with the STATEMENT OF WORK in this RFP. All costs, direct and indirect, administrative costs, and all things necessary to provide information temporary personnel services must be included in the proposed FIRM HOURLY RATE.

Proposer must enter RATE PER HOUR in the form below:

Item No.	Category	Rate per Hour
1	Executive Secretary	
2	Office Assistant	
3	Administrative Assistant	
4	Customer Service Representative	
5	Legal Secretary	
6	Receptionist/Switchboard Operator	
7	Accounting Technician	
8	Office Software Specialist	
9	Data Entry Operator	

10	Landscape/Ground Maintenance Worker	
11	Laborer	
12	Technical Support Analyst	
13	Microsystems Specialist	
14	Project Coordinator	
15	Mail Clerk	

- II. State a MAXIMUM YEARLY PERCENTAGE INCREASE in the FIRM HOURLY RATE for possible Renewal Terms. Maximum Yearly Percentage Increase shall be based on but not exceed the Consumer Price Index (CPI) for large urban areas in the southeast and is not exceed four percent (4%) for each renewal term.**

Maximum Yearly Percentage Increase for Renewal Term 2 _____ %

Maximum Yearly Percentage Increase for Renewal Term 3 _____ %

- III. If you have temporary service categories not identified in the RFP and in this Cost Proposal above, provide each category below and state a FIRM HOURLY RATE in U.S. Dollars for each category. All costs, direct and indirect, administrative costs, and all things necessary to provide temporary personnel services must be included in the proposed FIRM HOURLY RATE.**

Item No.	Category	Rate per Hour
1		
2		
3		
4		
5		

6		
7		
8		
9		
10		

By signing this page, Proposers acknowledge that he has carefully examined and fully understands the Scope of Work, Minimum Requirements, Contract, and other attached documents associated with **RFP 15-500357 Temporary Personnel Services**, and hereby agrees that if their proposal is accepted, they 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 G

First Source Jobs Ordinance Acknowledgement

Contract No. _____

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 DeKalb Workforce Development, fax (404) 687-4099 or email to

FirstSourceJobs@dekalbcountyga.gov.

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

ATTACHMENT H

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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

Please return this form to 1st Source, DeKalb Workforce Development, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov

ATTACHMENT I

BUSINESS SERVICE REQUEST FORM

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

DATE:

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE:

CONTACT FAX:

CONTACT E-MAIL ADDRESS:

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

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

POSITION TITLE:

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

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

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM ☐ TEMP ☐ TEMP-TO-PERM ☐ SEASONAL ☐

PUBLIC TRANSPORTATION ACCESSIBILITY YES ☐ NO ☐

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

☐CREDIT ☐DRUG ☐MVR ☐BACKGROUND ☐OTHER _____

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

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov

ATTACHMENT K

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 _____ organized and existing under the laws of the State of _____, with offices in _____ County, _____ (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 execution date. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the

express terms of this Contract. The County's Chief Executive Officer or his/her designee shall have the authority to approve and execute all change orders to contracts up to an absolute value of 20% of the original contract, provided the total change order amount 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 price of the contract exceed \$100,000.00, then the change order requires approval by official action of the Governing Authority. Change orders to contracts that did not require official action of the Governing Authority upon the original execution thereof and which amend the scope of work, term, time and/or total cost not exceeding \$100,000.00, may be approved by the Chief Executive Officer or his designee(s) in the same manner as the original contract. Amounts paid to the Contractor shall comply with and not exceed Attachment I, 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
Accounting Services
1300 Commerce Drive, 3rd Floor
Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

Attention: _____

C. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

Contract Compliance Division
DeKalb County Purchasing & Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

ARTICLE III. SCOPE OF WORK

The Contractor agrees to provide all insert type of services in accordance with the County's Request for Proposals RFP No. 15-500357 for Temporary Personnel Services, 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 IV. GENERAL CONDITIONS

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

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

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

D. 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.

E. 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.

F. 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.

G. 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 Indemnites 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 Indemnites 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 Indemnites, 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.

H. 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;
 - (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 \$500,000.
 - (e) Umbrella or Excess Insurance is acceptable to meet the minimum limits whenever there is an insurer licensed to do business in Georgia which is providing at least the first \$100,000 of primary coverage.
 - (f) Fidelity Bond in the total amount of the Agreement.
2. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be issued to:

**DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

3. 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.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. 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.
6. 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.
7. 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 insured's (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.
8. 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.

1. 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.

J. 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.

K. 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 2. 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 3. 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 4.

L. 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.

M. 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.

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

O. First Source Jobs Ordinance and Preferred Employees. 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.

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

P. 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.

Q. 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.

R. Attachments and Appendices. This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment 1, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment 2, Contractor's Affidavit; Attachment 3, Subcontractor's Affidavit(s); Attachment 4, Sub-subcontractor's Affidavit(s); and Attachment 5, Certificate of Corporate Authority or Joint Venture Certificate.

S. 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.

T. Notices. Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

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

and

Executive Assistant
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

If to the Contractor:

With a copy to:

U. **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.

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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

CONTRACTOR'S LEGAL NAME

DEKALB COUNTY, GEORGIA

By: _____(SEAL)

Signature

_____ **by Dir.**(SEAL)

LEE MAY

Interim Chief Executive Officer

DeKalb County, Georgia

Name (Typed or Printed)

Title

Date

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS, CCC, CMC

Clerk of the Chief Executive Officer

and Board of Commissioners of

DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT 1
SAMPLE STANDARD COUNTY CONTRACT

Contractor's Cost Proposal

ATTACHMENT 2
SAMPLE STANDARD COUNTY CONTRACT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT 3
SAMPLE STANDARD COUNTY

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

**ATTACHMENT 4
SAMPLE STANDARD COUNTY**

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

that the foregoing is true and correct.

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

**ATTACHMENT 5
SAMPLE STANDARD COUNTY**

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

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

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

Temporary Personnel Services;

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

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

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)

The County's Request for
Proposals (RFP) No. 15-500357"

APPENDIX I

“Excerpts from the Contractor’s
Response to the County’s Request
for Proposals (RFP) No. 15-500357”

APPENDIX II

Attachment 6



Office of Interim Chief Executive Officer

DeKalb County, Georgia

Lee N. May
Interim CEO

Executive Order No. 2014-4
New Ethics Policy

WHEREAS, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

WHEREAS, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

WHEREAS, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

WHEREAS, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

WHEREAS, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

NOW THEREFORE, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

June 24, 2014

Section 1: Scope of this Order and Reminder of Existing Rules

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").¹ CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

Section 2: New Ethical Rules for CEO Merit-Exempt Employees

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. *Gifts.* A CEO merit-exempt employee may accept gifts² from an Interested Source³, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

¹This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

²"Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals.* CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel.* CEO merit-exempt employees may accept "reasonable hosting expenses" from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County's contract or falls within the exception for gifts of travel to the County.
- c. *Tickets.* CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria.* CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. *Awards, other exceptions.* CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

Section 3: Chief Executive Officer

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

¹ "Interested Source" means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

Section 4: Training

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

Section 5: Contractors and CEO-sponsored events

1. *Contractors.* To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order 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 either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
2. *CEO-sponsored events.* No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship⁴ from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

Section 6: Support of the Ethics Board of DeKalb County

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

⁴ A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;

2. Meeting with and supporting the Ethics Board as necessary;
3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

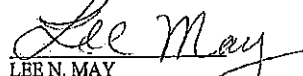
Section 7: Comprehensive and Updated Ethical Rules

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

Section 8: Compliance and Effective Date

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication.

SO ORDERED this 25th OF June, 2014.


LEE N. MAY
Interim Chief Executive Officer

ATTEST:


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

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.