



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012**

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.
Any revisions made on the outside of the envelope WILL NOT be considered.**

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents / forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A (NOT REQUIRED)**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (NOT REQUIRED)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: MAY 24, 2012

Cobb County will receive Sealed Bids before 12:00 NOON, MAY 24, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 12 – 5682
COBB COUNTY SHERIFF’S OFFICE PROMOTIONAL PROCESS
COBB COUNTY SHERIFF’S OFFICE**

No bids will be accepted after the 12:00 noon deadline.

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov.

Advertise: MAY 11, 18, 2012



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 12-5682
COBB COUNTY SHERIFF'S OFFICE PROMOTIONAL PROCESS
COBB COUNTY SHERIFF'S OFFICE

DELIVERY DEADLINE: MAY 24, 2012 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: MAY 24, 2012 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number 12-5682; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: MAY 11, 18, 2012

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 12-5682 DATE: MAY 24, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: COBB COUNTY SHERIFF'S OFFICE
PROMOTIONAL PROCESS**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 12-5682
SHERIFF'S OFFICE PROMOTIONAL PROCESS**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes_____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 12-5682
COBB COUNTY SHERIFF'S OFFICE PROMOTIONAL PROCESS
COBB COUNTY SHERIFF'S OFFICE**

BID OPENING DATE: MAY 24, 2012

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 5 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

REQUEST FOR PROPOSALS

SHERIFF'S OFFICE PROMOTIONAL PROCESS



COBB COUNTY SHERIFF'S OFFICE

SEALED BID #12 - 5682

**REQUEST FOR PROPOSALS
SHERIFF’S OFFICE PROMOTIONAL PROCESS
COBB COUNTY SHERIFF’S OFFICE
SEALED BID #12--5682**

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**REQUEST FOR PROPOSALS
COBB COUNTY SHERIFF'S OFFICE
PROMOTIONAL PROCESS**

INTRODUCTION

BACKGROUND

COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, provides services for the safety and general welfare of a population of over 650,000 residents. Such services are provided under the authority of the Board of Commissioners and the Constitutional Officers of the County.

The Cobb County Sheriff's Office (CCSO) has 414 full-time authorized sworn positions and 227 full time civilian positions. The number of authorized positions for each sworn rank includes: 312 Deputy Sheriff's; 64 Deputy Sheriff Sergeants; 17 Deputy Sheriff Lieutenants; 15 Deputy Sheriff Majors (appointed); 1 Deputy Sheriff Lieutenant Colonel (appointed); 2 Deputy Sheriff Colonels (appointed); 1 Chief Criminal Investigator (appointed); 1 Chief Deputy Sheriff (appointed) and 1 Sheriff (elected).

The Sheriff's Office is organized into the following divisions, with the number of full-time positions as shown below:

<i><u>Division</u></i>	<i><u># Sworn positions</u></i>	<i><u># of Civilian positions</u></i>
Executive Office	02	03
Administrative Services (Includes: Administrative Support, Inspectional Services (IA), & Training)	12	28
Operations Division (Includes: Warrant/Field Services, Court Security, Transport, & Civil Process)	165	29
Detention Division (Includes: Jail Facility, Work Release Facility, & Prison Facility)	235	167

CURRENT PROMOTIONAL PROCESS

The most recent promotional process was conducted in 2010. An outside consultant conducted a new job analysis, designed the job knowledge written test and the assessment center for the ranks of Sergeant and Lieutenant in 2008.

Upon implementation of the project described in this Request for Proposals (RFP), the Cobb County Human Resources Department will work with the Cobb County Sheriff's Office to manage all aspects

of the promotional process. The Sheriff's Office will be responsible for ensuring that the focus of all study materials and testing materials is appropriate.

The attached document describes the current promotional processes for Sergeant and Lieutenant, as given in Policy # 03-030. **(See attachment 1)**

PURPOSE

This RFP is being issued to secure services in the following areas:

1. Conduct a job analysis for Sergeant and Lieutenant.
2. With the approval of the Sheriff's Office, identify and provide resource material for use as the basis for the job knowledge tests for promotion to the rank of Sergeant and Lieutenant.
3. Develop 100 test items in multiple choice formats for the Sergeant and Lieutenant job knowledge tests.
4. Develop and administer an assessment center for the ranks of Sergeant and Lieutenant.
5. Provide feedback to the candidates participating in the assessment center process.
6. Provide any required expert testimony in an administrative hearing, deposition, court proceeding, etc.

The procedures used to gather the data and develop testing components shall be comprehensive enough to design quality products that are in accord with the requirements of the most recent *Guidelines and Ethical Considerations for Assessment Center Operations* and the *Uniform Guidelines on Employee Selection Procedures*.

The assessment centers developed should include a candidate orientation program, an assessor training program and assessors' training manual, the assessment center exercises and scoring guides, all rating and documentation forms, and a candidate schedule for administration of the assessment centers.

The Cobb County Sheriff's Office/Human Resources will be actively involved in the development and administration of the promotional/assessment process and will have final approval on all aspects of the process.

REQUIRED PROJECT REPORTS

1. Job Analysis Results
2. Final project report that includes documentation to substantiate the validity of the testing and assessment center process for each job class. The report will be written according to standards described in the *Uniform Guidelines on Employee Selection Procedures*.

SCOPE OF SERVICES

Respondents must propose to provide services in the following areas for the ranks of Sergeant and Lieutenant:

1. Review and update of existing job analysis data.
2. Review of current promotional policy and recommendation of changes to be made.
3. Identify and provide resource material for use as the basis for the job knowledge tests for Sergeant and Lieutenant. Selection shall be approved by the Sheriff's Office.
4. Addition of new items and deletion of items to result in a final job knowledge test consisting of 100 multiple choice items.
5. Scoring of written job knowledge tests.
6. Development of assessment center exercises, rating system, and scoring guides.
7. Administration of assessment centers
8. Final Validation Report

SELECTION CRITERIA

Criteria for selecting a consulting service:

- Qualifications of the firm and the consulting personnel who would be assigned to the project.
- Experience and past performance of the firm and the proposed personnel in the development of promotional written tests and assessment programs for Sheriff's departments of similar or greater size and complexity, including such factors as quality of work, control of cost, and ability to meet schedule.
- Capacity of the firm to absorb the work while meeting quality standards using a realistic estimate of time requirements; number and time of Cobb County personnel needed in providing assistance in the process.
- The firm's record of quality work, as evidenced by client references.
- The firm's understands of the Sheriff's Office promotional testing objectives and requirements, and the technical soundness of the proposed methodology to be used.

- Proposed fee.

LENGTH OF CONTRACT

Contract awarded as a result of proposals submitted under this RFP shall extend from the date of award for a period of twelve (12) full months.

Contract is renewable, at the option of Cobb County Government, and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options). Awarded proposal shall become part of the contract.

TERMS AND CONDITIONS

1. An original and five (5) hard copies plus one (1) digital copy of the completed RFP response must be submitted to the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008, **before 12:00 noon on Thursday, May 24, 2012**. No bids will be accepted after the 12:00 noon deadline.
2. Each respondent is to prepare a response that addresses each requirement listed in this RFP.
3. Cobb County reserves the right to reject any or all RFP responses submitted or any portions of a response; contact client references; require clarification or additional information; or require interviews with respondents. All costs related to the preparation, submittal, or presentation related to this RFP are the responsibility of the respondent and will not be assumed in full or in part by Cobb County.
4. All materials submitted in response to the RFP become the property of Cobb County.
5. Bids will be opened at 2:00 p.m. on Thursday, May 24, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008.
6. All RFP responses shall be evaluated for completeness and clarity according to the criteria established in the RFP to determine the most qualified firms. Factors included in this evaluation will be past performance and experience with similar work, responsiveness to and understanding of the scope of the work, ability and experience of the professional personnel comprising the consulting team, willingness to meet time requirements, and such other factors that may be determined to be applicable to the scope of work being sought.
7. Proposals shall be evaluated by a committee of County staff. Responses will be rank-ordered and interviews (either by phone or in person) will be conducted of the highest ranked firms to ensure and clarify a full understanding of services to be provided and/or to further examine firm qualifications. It is anticipated that the successful firm will be recommended to the Board of Commissioners for approval.

8. All questions regarding this RFP must be submitted in writing to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The deadline for question submittal is Tuesday, May 15, 2012 before 5:00 PM.

PROPOSED RFP SCHEDULE

RFP Advertised	May 11, 2012 May 18, 2012
RFP Due Date and Time	May 24, 2012 before 12:00 noon
Bid Opening	May 24, 2012 at 2:00 p.m.
Finalist(s) Notified	Before June 1, 2012
Finalist(s) Interview(s)	Before June 8, 2012
Recommendation of Selected Firm to Board of Commissioners	June 26, 2012
Project Start Date	July 9, 2012

FIRM INFORMATION

1. Firm Name:

Address:

Telephone #:

2. Name of Firm Contact:

Telephone #:

3. Who will serve as the firm's authorized representative and negotiator? The person cited will be empowered to make a binding commitment for the respondent. This person must be available for an interview (either by phone or in person) on or before June 8, 2012 if the firm is selected as a finalist.

Name:

Title:

Address:

Telephone #:

CLIENT REFERENCE INFORMATION

Following the format below, provide complete client reference information for **three (3)** firms/agencies for whom you have previously or are currently providing consulting services. Use additional pages as necessary.

Client:

Client Contact

Name:

Title:

Telephone #:

Date test/assessment centers available for client's use:

Number of client's full time sworn employees:

Narrative of services performed:

Client:

Client Contact

Name:

Title:

Telephone #:

Date test/assessment centers available for client's use:

Number of client's full time sworn employees:

Narrative of services performed:

Client:

Client Contact

Name:

Title:

Telephone #:

Date test/assessment centers available for client's use:

Number of client's full time sworn employees:

Narrative of services performed:

KEY CONSULTANT'S QUALIFICATIONS AND AVAILABILITY

Provide the name, telephone number, narrative of qualifications, and a narrative statement of the availability of the key consultant your firm designates to work with and assist the county in implementing the requested services.

This person must be available for an interview (either by phone or in person) on or before June 8, 2012 if the firm is selected as a finalist.

Name:

Title:

Telephone #:

Qualifications (education, year's experience, area of specialty, licensed psychologist, etc.)

Statement of availability/commitment:

STAFF CONSULTANTS' QUALIFICATIONS AND AVAILABILITY

Provide the name, telephone number, narrative of qualifications, and a narrative statement of availability of all staff consultants your firm designates to work with the County in providing the requested services. Use additional pages as necessary.

Name:

Title:

Telephone #:

Qualifications (education, years of experience, area of specialty, number of similar assignments, licensures, certifications, etc.):

Statement of availability/commitment:

INSURANCE REQUIREMENTS

Insurance requirements: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.
The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.purchasing.cobbcountyga.gov) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 pm on the May 15, 2012** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov.

Receipt of addenda should be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

IX. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

X. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XI. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

XII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor

- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XIV. Conflict Of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XV. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVI. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XVII. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XVIII. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XIX. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and five (5) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXI. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed

study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing Division
1772 County Services Parkway
Marietta, Georgia 30008-4021
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIII. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXIV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXV. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVI. Indemnification/Hold Harmless

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts

any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVII. Local Vendor Presence (LVP) Program - Not Applicable

XXVIII. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

The evaluation by the Selection Committee will be based on the criteria listed on Page 5.

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXIX. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXX. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXI. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXII. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXIII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXIV. Compliance with Georgia Security and Immigration Compliance Act Contractor Affidavit and Agreement (EXHIBIT A) - Not Applicable

XXXV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eco-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcountry.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page *DBE Monthly Participation Report* with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C
Cobb County Government Disadvantaged Business Enterprise
Participation Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor From/To:

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$ _____ Payment amount requested at this time: \$ _____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

PROPOSAL FORM

**REQUEST FOR PROPOSAL
COBB COUNTY SHERIFF'S OFFICE PROMOTIONAL PROCESSES
COBB COUNTY SHERIFF'S OFFICE
SEALED BID #12-5682**

PROPOSED FEE

LIST YOUR PROPOSED FEE FOR THIS SERVICE: \$ _____

PLEASE ATTACH A BREAKDOWN OF COSTS ASSOCIATED WITH THIS PROJECT INCLUDING ADDITIONAL EXPENSES SUCH AS TRAVEL COSTS.

PLEASE INCLUDE THE NUMBER OF COBB COUNTY PERSONNEL THAT WILL BE NEEDED TO ASSIST WITH VARIOUS STAGES OF THE TEST DEVELOPMENT, ADMINISTRATION AND ASSESSMENT PROCESS.

ATTACHMENT 1

Cobb County Sheriff's Office Promotional Policy

Revised March 1, 2007

1-02-10.00 Promotional Process

Policy Statement

It is the policy of the Sheriff’s Office to identify and promote the best-qualified employees to supervisory positions. To this end, the agency utilizes a job knowledge test and assessment center process to qualify applicants for the ranks of Sergeant and Lieutenant.

CALEA

34.1.1, .2, .3, .4, .5 & .6

Applicable

This policy applies to sworn personnel who wish to participate in the promotional process for promotion to the ranks of Sergeant and Lieutenant.

- A. The ranks of Major, Lieutenant Colonel and Colonel are appointed by the Sheriff and serve at his pleasure.
-

1-02-10.01

Definitions

- A. *Sheriff’s Office* – shall mean the Cobb County Sheriff’s Office
- B. *Employee* – shall mean a Cobb County Sheriff’s Office employee.
- C. *Continuous Service* – breaks in service for military service, medical purposes, family emergencies or similar purposes authorized by the Sheriff’s Office shall not be construed as interruptions of continuous service.
- D. *Formal Disciplinary Action* – for the purposes of this policy, formal disciplinary action shall be construed to mean any discipline that results in a suspension without pay and/or a reduction in rank.

1-02-10.02

Announcement of Process Commencement

The announcement and application process shall be in accordance with the Rules and Regulations of the Cobb County Civil Service System.

- A. At least 60 days prior to the date of the written job knowledge test, the Cobb County Human Resources Department shall announce, in writing, pertinent information regarding the promotional process.
 - 1. This shall include a release of all test resource materials and recommended study materials.
 - 2. Commencement announcement shall include the qualification date for participation and the effective date of the promotional roster.
-

1-02-10.03

Qualifications To Compete For Promotion

Candidates must meet the following requirements to begin the process for promotion. The minimum requirements must be met on or prior to the qualification date to participate in the promotional process.

A. Deputy Sheriff Sergeant

To participate in the Promotional Process for the rank of Deputy Sheriff Sergeant, a candidate must meet the following criteria:

1. Must have four years continuous service immediately prior to the qualification date as:
 - a) A full-time Deputy Sheriff with the Sheriff's Office.
2. Must have been a certified peace officer in the State of Georgia for a minimum of three years immediately prior to the qualification date.

Clarification: For the purpose of this policy, the date the employee successfully graduated from basic mandate training shall determine when the employee became a certified peace officer.

3. Must not have received formal disciplinary action during the 18-month period prior to the qualification date.
4. Must have received a satisfactory rating on the most recent employee performance rating.

B. Deputy Sheriff Lieutenant

To participate in the Promotional Process for the rank of Deputy Sheriff Lieutenant, a candidate must meet the following criteria:

1. Must currently hold the rank of Deputy Sheriff Sergeant and have three years continuous service immediately prior to the qualification date as:
 - a. A full-time Deputy Sheriff Sergeant with the Cobb County Sheriff's Office.
2. Must not have received formal disciplinary action during the 18-month period prior to the qualification date.
3. Must have received a satisfactory rating on the most recent employee performance rating.

1-02-10.04

Promotional Process

A. Components of the Promotional Process

The candidate's promotional scores shall consist of two components: the Written Job Knowledge Test score and the Assessment Center score.

1. The weight of each component in the total promotional score shall be based on the most recent results of a job analysis survey and shall be announced prior to the assessment qualification date.

B. Written Job Knowledge Test

The Cobb County Human Resources Department shall administer a job related multiple-choice written examination.

1. A candidate must obtain a passing score of 70% or higher to advance to the Assessment Center phase of the promotional process.

C. Advancement to the Assessment Center

Candidates shall advance to the Assessment Center as follows:

1. This agency shall project the number of openings expected during the duration of the promotional roster for ranks of Lieutenant and Sergeant.
2. Three candidates for each projected opening shall advance to the Assessment Center, in rank order, beginning with the highest score on the written job knowledge test.
 - a. The maximum number of candidates that shall advance per rank is 40.

Exception: If two or more candidates tie for the last available position, all of the candidates tied for that position shall be allowed to advance to the Assessment Center.

D. Assessment Center Structure

1. The Assessment Center shall be a structured interview process where candidates respond to questions, as well as a variety of hypothetical situations or exercises.
2. The assessors shall consist of:
 - a) Cobb County Sheriff's Office management staff holding the position of Assistant Division Commander or higher; and
 - b) Officers from outside the Sheriff's Office holding an appropriate level of rank or position.

3. The assessment panel shall consist of not less than four assessors.
4. A representative from the Cobb County Human Resources Department shall act as Chairperson for the Assessment Center Process.

E. Placement on Promotional Roster

Candidates shall be placed on the promotional roster according to the following procedure:

1. The Job Knowledge Test score and the Assessment Center score shall be calculated to determine the overall Final Promotional Score.
2. Candidates who achieve an overall score of at least 70% shall be placed on the promotional roster.

F. Limitations of Roster

1. All candidates who successfully complete the Promotional/Assessment Center Process shall be placed on an eligibility roster by Cobb County Human Resources.
 - a) Eligibility rosters are typically valid for a period of 12 months.
 - b) Eligibility rosters may be extended at the request of the Sheriff.
2. The assessment process shall be conducted, as necessary, based on the needs of the agency.
3. The creation of a new roster automatically terminates the previous roster.

Exception: Eligibility rosters valid at the time of this policy revision shall continue to be valid till their listed expiration date.

G. Preparation of the Promotional Roster

1. Preparation, certification and maintenance of promotional rosters shall be the responsibility of the Director of the Cobb County Human Resources Department.
2. The Director of the Human Resources Department, or his designee, shall provide applicants with information regarding their individual status at each stage of the promotional process, as well as ruling on any challenges lodged.

H. Promotional Decisions

1. The Sheriff may promote any eligible candidate listed on a valid promotional roster.

Promotional Process (continued)

- a) Such promotion shall take into account the individual qualifications and performance of the candidates and the requirements of the position to be filled.
2. When making a promotional decision, the Sheriff has significant discretion. All eligible candidates shall be carefully considered and justification for making the selection shall be documented. Areas of consideration shall include, but are not limited to, the following:
 - a) The most recent employee evaluation;
 - b) Any information documented by Inspectional Services regarding complaints and/or disciplinary action;
 - c) Any conditional terms of employment as a result of a Fitness for Duty Assessment;
 - d) The employee's work history;
 - e) The employee's training record;
 - f) The employee's experience as reflected in his assignment history; and
 - g) Recommendations from supervisors.
3. The Sheriff shall provide written documentation justifying his selection for promotion.
 - a) Documentation shall be made a part of the candidate's personnel file with a copy forwarded to the Human Resources Director.
4. A candidate who receives formal disciplinary action subsequent to qualification or during his period of eligibility shall become ineligible for promotion and that person's name shall be removed from the promotional roster.
5. Any person who declines an offered promotion shall have his name removed from the promotional roster/promotional pool.

Exception: In instances of mutual agreement where promotion is temporarily delayed due to a specific duty commitment of a defined duration.