# INVITATION TO SUBMIT PROPOSAL

#### REQUEST FOR PROPOSALS NO. 14-0007-1

# PROJECT MANAGEMENT SERVICES FOR UNIFIED CASE MANAGEMENT SOFTWARE IMPLEMENTATION

#### PROPOSALS DUE BY: 5:00 PM, FEBRUARY 4, 2014

# THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

## CHATHAM COUNTY, GEORGIA DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the qualification proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her qualification proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

<u>X</u>	GENERAL INFORMATION
<u>X</u>	PROPOSAL
<u>X</u>	SCOPE OF SERVICES
<u>X</u>	ATTACHMENTS (A THRU H)
and a	undersigned bidder certifies that he/she has received the above listed and marked documents acknowledges that his/her failure to return each, completed and signed as required, may be the for disqualifying his/her bid.
BY:	SIGNATURE DATE
<del>-</del>	TITLE
	COMPANY
wom busi own with statu	cham County has established goals to increase participation of minority and nan owned businesses. In order to accurately document participation, nesses submitting bids or proposals are strongly encouraged to report ership status. A minority or woman owned business is defined as a business a 51% or greater minority or woman ownership. Please check ownership as as applicable: African-American Asian American anic Native American or Alaskan Indian Woman
	dditional information concerning Chatham County's M/WBE Program, please contact the BE office at (912) 652-7860.

# CHATHAM COUNTY, GEORGIA OFFICE OF THE PURCHASING AGENT 1117 EISENHOWER DRIVE, SUITE C SAVANNAH, GEORGIA 31406 (912) 790-1626

DATE: January 17, 2014 <u>RFP NO.: RFP 14-0007-1</u>

# REQUEST FOR PROPOSALS FOR PROJECT MANAGEMENT SERVICES FOR UNIFIED CASE MANAGEMENT SOFTWARE IMPLEMENTATION

This is an invitation to submit a proposal to supply Chatham County with services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA up to 5:00 P.M., February 4, 2014. Responses must either be mailed or delivered to the Purchasing Office. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a qualification proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a qualification proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our list.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date will be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of minority and woman owned business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and woman owned businesses and hire qualified minority and female employees.

## SECTION I INFORMATION AND INSTRUCTIONS TO PROPOSERS

- **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Chatham County with services as described herein. All proposals are governed by the <u>Code of Chatham County</u>, Chapter 4, Article IV, and the laws of the State of Georgia.
- **Information or Clarification:** For information concerning procedures for responding to this Solicitation, contact Peggy Joyner, Purchasing Agent at (912) 790-1626. Such contact shall be for clarification purposes only. Material change, if any to the scope of services or bidding procedures will be only transmitted by written addendum. It is the proposer's responsibility to check the website to determine if any addenda have been issued.

All questions must be submitted in writing to the Purchasing & Contracting Division, 1117 Eisenhower Drive, Citizen Service Center, Suite C, Savannah, GA., Att Peggy Joyner. To facilitate prompt receipt of questions, they may be sent via FAX to (912) 790-1627 or email to pjoyner@chathamcounty.org. Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. If no cut- off date is listed, the deadline for questions shall be 5:00 p.m. one week prior to the deadline of receipt of proposals. If a bid or proposal is faxed, it is the responsibility of the proposer to insure that the proposal is received in its entirety prior to the deadline for bid submittal. In certain circumstances, fax bids are not allowed i.e., when there is a bid bond requirement. The entire proposal must be submitted in accordance with the Instructions to Bidder/Proposers contained in this Solicitation.

## 1.3 How to Prepare Proposals: All proposals shall be:

A. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

## 1.4 How to Submit Proposals: All proposals shall be:

- **A.** Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.
- **B.** Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
  - a. Mailing Address: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.

b. Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.

# PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

#### The response to the RFP must be submitted in 4 copies to:

Peggy Joyner, Purchasing Agent 1117 Eisenhower Drive, Suite C Savannah, Georgia 31406 (912) 790-1626 Fax (912) 790-1627 email: pjoyner@chathamcounty.org

- **1.5** <u>How to Submit an Objection:</u> Objections from Offerers to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Agent in writing.
- **Errors in Proposals:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.7 <u>Withdrawal Of Proposal:</u> Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of qualification proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.
- 1.8 <u>Confidentiality of Documents:</u> Upon receipt of a proposal by the County, the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion (except for as provided by Georgia law for proprietary information). The details of the qualification proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law.
- **1.9 Format of Responses:** To be considered, proponents must submit a complete response to the request for proposals. The format for responses is presented in Section III. All responses must be presented in this format.

- **1.11** Rejecting Proposals: The County reserves the right to reject any or all proposals and will not be bound to accept any proposal should Chatham County consider that the proposal would be contrary to the best interest of Chatham County or this project.
- **1.12** <u>Costs to Prepare Responses:</u> The County assumes no responsibility nor obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- **1.13** Equal Employment Opportunity: During the performance of this Contract, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.

- 1.14 Standards for Acceptance of Proposers for Contract Award: The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- **1.15 Proposer:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.

**Contractor:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.

- 1.16 Compliance with Laws: The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- **1.17 Local Preference:** The Board of Commissioners has strongly expressed their desire to have as much "Local" participation as possible on County contracts. Proposers are encouraged to utilize local firms and suppliers for the work performed in Chatham County.
- **1.18** Minority/Woman Owned Business Enterprise Participation: It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and woman-owned (WBE) business in its contracting and procurement programs. If bidder/proposers are considering minority or women owned enterprise participation in

their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm. **MWBE** participation will be considered as part of the contract award.

If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator located in the Human Resources Offices. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided. For additional information concerning Chatham County's M/WBE program , please contact the MWBE office at (912) 652-7860.

- 1.19 <u>Debarred Firms and Pending Litigation:</u> Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) will not be considered for contract award. Proposers shall disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.
  - \*\* All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for the Board, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

**1.20** Performance Evaluation: On April 11, 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Agent.

**1.21 Basis of Award:** The procurement described herein is being conducted as a Request for Proposals. Proposals will be evaluated in accordance with the evaluation criteria listed in the RFP. A short list may be developed and interviews conducted with any or all proposers.

#### **SECTION II**

#### **GENERAL CONDITIONS**

- **2.1 Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- **Multiple Proposals:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- **2.3 Offers to be Firm:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- **2.4** <u>Completeness:</u> All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- **Liability Provisions:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising there from. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- **Certification of Independent Price Determination:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:
  - (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and
  - (3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

- **Award of Contract:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the <u>Purchasing Agent</u> for review and resolution. The <u>Chatham County Purchasing Procedures Manual</u>, Article IX Appeals and Remedies shall govern the review and resolution of all protests.
- **Qualification of Business (Responsible Proposer):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being non-responsive or non-responsible whenever such Proposer cannot document the ability to deliver the requested service.

**2.10** County Tax Certificate Requirement: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the County Building Safety and Regulatory Services (912) 201-4300 for additional information.

No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.

- 2.11 <u>Insurance Provisions, General:</u> The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.

  <u>It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**</u>
  - 2.11.1 General Information that shall appear on a Certificate of Insurance:
    - I. Name of the Producer (Contractor's insurance Broker/Agent).
    - II. Companies affording coverage (there may be several).
    - III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
    - IV. Summary of all current insurance for the insured (includes effective dates of coverage).

- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

**Chatham County as an "Additional Insured":** Chatham County invokes the defense of "sovereign immunity." In order not to jeopardize the use of this defense, the County **is not** to be included as an "Additional Insured" on insurance contracts.

#### 2.11.2 Minimum Limits of Insurance to be maintained for the duration of the contract:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy cl coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. Worker's Compensation and Employer's Liability: Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident., disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.

## 2.11.3 Special Requirements:

- A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods**: The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of

the policies shall not affect coverage provided in relation to this request.

- D. Cancellation: Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor mus ensure Certificate of Insurance are updated for the entire term of the County.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

#### 2.11.4 <u>Additional Coverage for Specific Procurement Projects:</u>

D. **Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

<u>Minimum Limits:</u> \$1 million per claim/occurrence.

<u>Coverage Requirement:</u> If "claims-made," retroactive date must

precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the

duration of the coverage.

E. **Builder's Risk: (For Construction or Installation Contracts)** Covers against insured perils while in the course of construction.

<u>Minimum Limits:</u> All-Risk coverage equal 100% of contract value. <u>Coverage Requirements:</u> Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.

**Indemnification.** The CONSULTANT agrees to protect, defend, indemnify, and hold 2.12 harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONSULTANT or its subconsultants. The CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT or his subcontractors or anyone directly or indirectly employed by any of them.

The CONSULTANT's obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONSULTANT.

- **2.13** <u>Compliance with Specification Terms and Conditions:</u> The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposer's Offer, Addendum, and/or any other pertinent documents form a part of the Offerer's proposal and by reference are made a part hereof.
- **2.14** Signed Response Considered An Offer: The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- **Notice to Proceed:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- **2.16** Payment to Contractors: Instructions for invoicing the County for service delivered to the County are specified in the contract document.

- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
- B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
- C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

Thisday of	, 20	
BY		
SIGNATURE	D.	ATE
COMPANY		TITLE
TELEPHONE NUMBER		

#### **SECTION III**

#### **SPECIAL CONDITIONS**

- 3.1 **Evaluation Criteria:** Factors such as proponent's relevant experience, reputation, past performance on similar projects, excellence of the team and project manager to be assigned to the project, technical competence, ability to meet program goals, completion within a reasonable time will be considered in the shortlist and contract award recommendations made to the Board for their decision. Commitment in the level of involvement of MBE firms, consultants and employees will also be regarded in evaluating proposals.
- **Format**: Firms will be evaluated initially on the basis of the written qualification proposals. Thus, the proposal must be complete, concise and clear as to the capability and intent of the respondent. Further evaluation may include an oral presentation which will be scheduled after receipt of the written qualification proposal.

As such, to maintain competitiveness and to ease evaluation, responses to the RFP must be responsive to the following and presented in this format and order:

- -Introduction/cover letter
- -Experience in Similar Projects
- -Qualifications/Key Personnel
- -Project Understanding/Methodology
- -Minority/Local Outreach
- -References
- -Miscellaneous (not scored)
- -Appendix (not scored)

### 3.3 FORMAT ORDER AND GRADING CRITERIA OF RESPONSES TO THE RFP

NOTE: All proposals will be presented on 8 1/2" by 11" paper, either bound or in a notebook. The information will be tabbed according to each requested section.

I. <u>INTRODUCTION/COVER LETTER</u>: You should provide no more than a 2 page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and FAX number of one contact to whom any correspondence should be directed.

## II. EXPERIENCE AND QUALIFICATIONS (40 points)

- 1. List of similar projects and/or experience, including references with phone numbers. Include a statement as to why it is considered a similar project.
- 2. Describe availability of project manager and key personnel for this project

### III. PROJECT UNDERSTANDING AND METHODOLOGY (20 points)

- 1. List key elements of project and how each will be addressed. (10 points)
  - 2. Describe your approach to managing the project.
- **IV.** <u>LOCAL MBE/WBE PARTICIPATION</u> (15 points) Indicate proposed level of local and MWBE involvement for this project.
- V. <u>FEE</u> (25 points) The fee submitted shall include an hourly rate as well as a not to exceed amount for total software implementation. Rates shall be inclusive of all travel and reimbursable expenses. Indicate the projected costs and hours for the project. The final cost and scope will be negotiated with the successful contractor.
- 3.4 <u>INTERVIEWS:</u> Based on an evaluation of proposals under Step 1, those proponents that make the "short list" (finalists) may be interviewed. If interviews are conducted, they will be scored using the same process as the proposals. (25 points possible)
- 3.5 <u>DISCRETION.</u> The County shall have sole discretion in evaluating both the responses and qualifications of the respondents. Please note that the evaluation committee will recommend the firm with the highest score after all steps are complete, but it is the Board of Commissioners which, after consideration of staff's recommendations, makes the final contract award decision.
- **ASSIGNMENT.** The contractor shall not assign or transfer any interest in the contract without the prior written consent of the County.
- **3.7 CONTRACT**. The successful respondent will be expected to execute a contract within 30 days of notice of award.
- 3.8 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS. The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from the County before subconsulting any part of the project.
- 2.9 CHANGES. In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. Any changes in the project team, including consultants, will require prior approval of the County. At the least, replacements must be equal in experience and preserve commitment to local or MBE participants. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written memorandum of such adjustment shall be made. Any claim by the proponent for an equitable adjustment shall

be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

3.10 TERMINATION OF CONTRACT. The County shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.

#### **SECTION IV**

#### SCOPE OF WORK FOR

# PROJECT MANAGEMENT SERVICES FOR UNIFIED CASE MANAGEMENT SOFTWARE IMPLEMENTATION

**4.1 BACKGROUND:** The County issued a Request for Proposals for a Unified Case Management System. Six responses have been received and are under evaluation. The Request for Proposals for the system will provide greater detail and is available on the County's website under closed bids.

It is anticipated that the project will be completed within 20 months.

The courts to be served by this case management system are:

**The Recorders Court of Chatham County** - This is a limited jurisdiction court, the court of first appearance and the primary traffic court in the county. The court may accept misdemeanor pleas. The court has three judges.

Magistrate Court of Chatham County – This is the small claims court for the county and has the largest civil case load of all the courts. The court is served by two judges.

**State Court of Chatham County** – With respect to CIVIL matters, the Court has concurrent jurisdiction with the Superior Courts, without regard to a dollar amount, except for those actions where exclusive jurisdiction is vested in the Superior Courts. The Court provides trials before the judge as well as jury trials.

For CRIMINAL matters, the Court disposes of misdemeanor offenses, including traffic, "bound over" from any Chatham County municipality (A majority of cases are "bound over" from The Recorder's Court of Chatham County. The Court provides trials before the judge as well as jury trials.

In addition, the Court oversees two specialty courts: The Chatham County DUI Court and the Traffic Violations Bureau (TVB). DUI Court is a post-conviction Accountability Court. The program is designed to confront the substance abuse issues of chronic DUI offenders. The TVB is handles specific minor traffic violations which do not require the filing of an accusation by the District Attorney and where the accused may post a specified bond and forego their appearance in Court.

**Superior Court of Chatham County** – is the court of general jurisdiction. Unlimited civil and criminal jurisdiction. Adoptions are sealed by statute and unique to this court. Superior Court is also the Recorder of Deeds but this function is not included in this RFP. The court has six judges.

Project Objective: The City and County Judicial Case Management System end users desire to upgrade and replace its various case management systems to a single unified system to provide improved communication between the Recorder's Court, Magistrate Court, State Court, Superior Court and the District Attorney's office.

#### 4.2 SCOPE OF SERVICES

The overall goal of this proposal is to partner with a firm(s) or individual(s) to serve as Software Implementation Project Manager for the Agencies. The agency-wide software implementation process is expected to be completed within a 20 month period. It is anticipated that the project manager will also assist in negotiation of the contract and development of the scope of work prior to project implementation.

To provide proper oversight and management of the implementation of the Unified Case Management System, the agencies will require the assistance and guidance of an outside project manager who will be responsible for managing schedules, budgets, overseeing quality control, developing and modifying project plans, documenting and resolving problems, monitoring testing, overseeing deployment and eventually closing out the project.

**4.3 Project Manager Experience and Qualifications:** The successful Project Manager will be responsible for creating; maintaining and refining detailed project plans (including work breakdown structures), and tracking project schedules and performance. Candidates will need to follow the best practices of project management as detailed in the Project Management Book of Knowledge (PMBOK). The Project Manager role shall help to allocate resources, shape priorities, coordinate interaction with internal and external stake holders and keep the project team focused on the right goals. The Project Manager shall follow a standard set of practices that ensure the integrity and quality of project artifacts.

The Project Manager candidate(s) should have:

- Extensive experience in managing successful information technology development projects, that include analyzing, designing and coordinating the development of requirements, new business logic and rules, through Agile or iterative project management;
- Experience in using Microsoft Project or appropriate tool to track and maintain projects;
- Ability to develop and maintain detailed project plans (Work Breakdown Structures and schedules, including internal status reports, external status reports and detailed status reports suitable for presentation to the Executive Committee, IT Committee, and the Board of Commissioners).
- Ability to lead the project team, and meet project objectives through effective problem-solving and recommend appropriate solutions;
- Experience in delivering projects on schedule, to the correct specification (i.e. defined to meet user requirements), and within the approved budget and other specified criteria.
- Experience in preparing or updating the project Feasibility Study and/or Project Definition and the project Operational Work Plan (including schedule); Project

- Control Processes, Procedures, Change Control; Risk Management (risk taking, mitigation and issue tracking); Program Planning, Work Breakdown Structures, Scheduling and Control; Budget Management,; and Meeting Facilitation;
- The ability to identify risks and incorporate appropriate solutions within the project plan;
- Accountability for the success of the project and wide latitude to lead, nurture, motivate, direct and control the development, implementation, and modification of the business case and project plan.
- Within the parameters of the approved project plan, the (firm/individual) is responsible for planning and organizing the project and resolving most problems that occur. Questions of policy or cross-program conflict are referred to the sponsor/owner for resolution. The (firm/individual) keeps the organization informed of progress and of potentially controversial matters.
- A certified Project Management Professional (PMP) by the Project Management Institute (PMI) or equivalent is desirable.

### 4.4 Desired Skills/Knowledge Set of the Project Manager:

- Experience with Case Management software is preferred. Knowledge of Court operations is desired.
- Ability to conduct, coordinate and facilitate training—before, during and post go-live.
- Experience in similar system conversions.
- Experience working with the Courts
- Experience in long-term project implementation; engagement extends across multiple departments within the organization.
- Experience with Microsoft SQL.
- Understanding of MS Office, SharePoint, Word, Excel
- Ability to conduct project on-site and using online meeting capabilities

#### **SECTION V**

#### FEE PROPOSAL

# **CHATHAM COUNTY, GEORGIA**

### RFP NO. 14-0007-1

# PROJECT MANAGEMENT SERVICES FOR UNIFIED CASE MANAGEMENT SYSTEM

I have read and understand the requirements of this proposal, RFP No. 14-0007-1, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc.

ree proposais snan include an reimbursables.	
Proposed Hourly Rate	
Not to exceed fee for 20 month project implementation:	
<u>\$</u>	
FIRM NAME:	
PROPOSER:	
SIGNATURE:	
ADDRESS	
PHONE / FAX NO'S	
EMAIL	

#### **ATTACHMENT A**

### **DRUG - FREE WORKPLACE CERTIFICATION**

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE \*\*DRUG-FREE WORKPLACE\*\*, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

A Drug-Free Workplace will be provided for the employees during the

1.

	performance of the contract; and					
2.	Each sub-contractor under the diffusion written certification:	Each sub-contractor under the direction of the Contractor shall secure the following written certification:				
		(CONTRACTOR)				
	•	Vorkplace will be provided for the employees as <b>PROJECT MANAGEMENT SERVICES</b>				
		I(PROJECT) pursuant to paragraph (7) of				
not engage	` '	o, the undersigned further certifies that he/she wistribution, possession, or use of a controlled see of the contract.	ill			
CONTRAC	CTOR	DATE				
NOTARY		DATE				

# ATTACHMENT B

# PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, th	at I (We),
•	Name
Title ,	Name of
	Bidder
Chatham County project procurement	on of the privilege to bid/or propose on the following  PROJECT MANAGEMENT SERVICES UNIFIED hereby consent, covenant and agree as follows:
discriminated against on the basis of r	m participation in, denied the benefit of or otherwise ace, color, national origin or gender in connection with the he performance of the contract resulting therefrom;
	of this Company to provide equal opportunity to all or otherwise interested with the Company, including those acial minorities, and women;
aware of, understands and agrees to ta	cknowledge and warrant that this Company has been made ke affirmative action to provide minority and women practicable opportunities to do business with this Company
(4) That the promises of non-discrinthroughout the duration of this contract	nination as made and set forth herein shall be continuing et with Chatham County;
· ·	nination as made and set forth herein shall be and are hereb reporated by reference in the contract which this Company
non-discrimination as made and set fo	to satisfactorily discharge any of the promises of orth above may constitute a material breach of contract atract in default and to exercise appropriate remedies on of the contract.
Signature	Date B-1

# ATTACHMENT C

# DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the perform of such contract or subcontract.
List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
List any convictions or civil judgments under states or federal antitrust statutes.
List any violations of contract provisions such as knowingly (without good cause) to perform, unsatisfactory performance, in accordance with the specifications of a contract.
List any prior suspensions or debarments by any governmental agency.
List any contracts not completed on time.
List any penalties imposed for time delays and/or quality of materials and workmanship.
List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I,, as Name of individual	
Name of individual	Title & Authority
of, declare under oath that	
Company Name	-
the above statements, including any supplemental responses attached hereto	, are true.
Signature	
State of	
County of	
Subscribed and sworn to before me on this day of	
20_ by representing him/herself to be	
of the company named herein.	
Notary Public	
My Commission expires:	
Resident State:	

DPC Form #45

#### ATTACHMENT D

#### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 (name of public employer) 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 period 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(b). 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,, 201 in(city),(state).
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,201
NOTARY PUBLIC
My Commission Expires:

## Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 (name of contractor) on behalf of (name of public employer) 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(b). 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,, 201 in(city),(state).
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,201
NOTARY PUBLIC
My Commission Expires:

## ATTACHMENT E

# Systematic Alien Verification for Entitlements (SAVE) Affidavit Verifying Status for Chatham County Benefit Application

Occupation Tax Certificate, Alcohol Licer O.C.G.A. Section 50-36-1, I am stating the	n applicant for a Chatham County, Georgia Business License or ase, Taxi Permit, Contract or other public benefit as reference in e following with respect to my bid for a Chatham County  [Name of natural person applying on behalf of hip, or other private entity]
1.) I am a	citizen of the United States.
OR	
2.) I am a l	egal permanent resident 18 years of age or older.
OR	
	otherwise qualified alien (8 § USC 1641) or non-immigrant ion and Nationality Act (8 USC 1101 et seq.) 18 years of age or in the United States.*
willfully makes a false, fictitious, o	n under oath, I understand that any person who knowingly and or fraudulent statement or representation in an affidavit shall be on 16-10-20 of the Official Code of Georgia.
	Printed Name:
SUBSCRIBED AND SWORN BEFORE ME ON THIS THEDAY OF, 20	*Alien Registration number for non-citizens.
Notary Public My Commission Expires:	

#### ATTACHMENT F

#### **CHATHAM COUNTY, GEORGIA**

# BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification - the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT Mod. CC P & C 6/2005

(Date)

# **ATTACHMENT G**

# Chatham County Minority and Women Business Enterprise Program M/WBE Participation Report

Name of Bidder:					
Name of Project:	Bid No:	_ Bid No:			
M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE
MBE Total%	WBE Total	%	M/WBE Combined	%	1
identified herein for we	uld enter into a formal ork listed in this sched unty Board of Commiss	ule conditione			tract
Signature Print					
Phone ( )		Fax_(			

# ATTACHMENT H AFFIDAVIT REGARDING LOBBYING

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder /Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent	Date	
Title of Authorized Officer or Agent		
Printed Name of Authorized Officer or Ag	ent	
SUBSCRIBED AND SWORN		
BEFORE ME ON THIS THE	2012	
DAY OF	, 2012	
Notary Public		
My Commission Expires:		
		My Commission expires:
ŗ	Rasidant S	tate:

#### LEGAL NOTICE

CC NO. <u>165685</u>

#### REQUEST FOR PROPOSALS

Sealed proposals will be received until 5:00 P.M. on February 4, 2014 in Chatham County
Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH,
GA. for: RFP 14-0007-1 PROJECT MANAGEMENT SERVICES FOR UNIFIED CASE
MANAGEMENT SYSTEM, AT THE PURCHASING AND CONTRACTING DEPARTMENT,
1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA.

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site <a href="http://purchasing.chathamcounty.org">http://purchasing.chathamcounty.org</a>, or by calling Peggy Joyner, Purchasing Agent at (912) 790-1626. All firms requesting to do business with Chatham County must also register on-line at <a href="http://purchasing.chathamcounty.org">http://purchasing.chathamcounty.org</a>

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. THIS WILL BE THE ONLY SOLICITATION FOR THIS PROJECT. ONLY THOSE FIRMS RESPONDING TO THE RFP WILL BE ALLOWED TO PARTICIPATE IN THE PROJECT.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL PROPOSERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

$\overline{\mathbf{M}}$	IARGARET H.	JOYNER,	PURCHASI	NG AGENT
SAVANNAH N/P INSE	 ERT:			