

INVITATION TO SUBMIT

P R O P O S A L

**REQUEST FOR PROPOSALS - RFP NO.: 16-0013-7**

**ANNUAL CONTRACT FOR SAVANNAH-CHATHAM COUNTY DRUG COURT  
(SCCDC) SERVICES**

**PRE-PROPOSAL CONFERENCE: 1:00 P.M., MARCH 16, 2016**

**PROPOSALS RECEIVED BY: 5:00 P.M., MARCH 31, 2016**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER TONY CENTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER LORI L. BRADY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

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.

X GENERAL INFORMATION

X PROPOSAL

X SCOPE OF SERVICES

X LEGAL NOTICE

X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT E. BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION; F. M/WBE COMPLIANCE REPORT; G. SAVE AFFIDAVIT; H. LOBBYING AFFIDAVIT.

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: \_\_\_\_\_  
SIGNATURE: DATE:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
COMPANY:

ACKNOWLEDGE RECIEPT OF ADDENDUM(S) \_\_\_\_\_

**Chatham County has established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority or female ownership. Please check ownership status as applicable:**

African-American \_\_\_\_\_ Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_

Native American or Alaskan Indian \_\_\_\_\_ Female \_\_\_\_\_

**CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING DIRECTOR  
1117 EISENHOWER DRIVE, SUITE C  
SAVANNAH, GEORGIA 31406  
(912) 790-1623**

**DATE: MARCH 1, 2016**

**RFP NO.: 16-0013-7**

**GENERAL INFORMATION FOR REQUEST FOR PROPOSALS**

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 Director, **1117 EISENHOWER DRIVE, SUITE C, and SAVANNAH, GEORGIA** up to **5:00 P.M., MARCH 31, 2016**. The Purchasing Director 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

A **pre-proposal conference** has been scheduled for **1:00 P.M., MARCH 16, 2016** and be conducted **at the J. Tom Coleman Judicial Courthouse, 133 Montgomery Street, 6<sup>th</sup> Floor-Room 616, Savannah, Georgia**, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are encouraged to attend.**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document approved changes.

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 disadvantaged and minority 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 qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance.

**All firms** requesting to do business with Chatham County **must register** on-line at <http://purchasing.chathamcounty.org>. The County's Purchasing Division is interested in fostering participation by all qualified business persons offering commodities and services. For additional information please contact Purchasing and Contracting at 912-790-1620.

SECTION I  
INSTRUCTIONS TO PROPOSERS

1.1 **PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a qualification proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **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.

1.3 **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 Director on or before the time and date specified above.

a. **Mailing Address: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**

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

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

1.4 **HOW TO SUBMIT AN OBJECTION:** Objections from Offerers to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:

A. When a pre-proposal conference is scheduled, the Proposer may object in writing any time prior to or at the pre-proposal conference.

B. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.

- C. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.
- 1.5 **FAILURE TO OFFER:** Proposers should indicate if they would like to be removed from the County's vendor list.
- 1.6 **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 **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.
- 1.8 **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.
- 1.9 **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.
- 1.10 **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.
- 1.11 **LOCAL PREFERENCE:** The Contractor agrees to follow the local preference guidelines as specified in the contract documents, which state "The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for making this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent possible. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so

that provisions will be binding upon each subcontractor.”

- 1.12 DEBARRED FIRMS AND PENDING LITIGATION:** 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 to include any staff utilized in the bid process or designated to perform services as part of this contract. 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.

- 1.13 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 Director.

## SECTION II

### PROPOSAL 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.
- 2.2 MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director'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 COMPLETENESS:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.

**2.5 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 therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.

**2.6 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.

**2.7 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.

**2.8 PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Procedures Ordinance, Part 9-Vendor Disputes.

**2.9 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 unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.

- 2.10 COUNTY TAX CERTIFICATE REQUIREMENT:** A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract.

Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.

**NOTE:** 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 8 April 1994.

- 2.11 INSURANCE PROVISIONS, GENERAL:** 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. It is every Contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance and Declaration Sheets for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

**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).
- VII. Name, address, telephone number, and signature of authorized agent.

**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 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, 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. Notice of cancellation is required to be given to DBHDD.
- 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 must 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 Additional Coverage for Specific Procurement Projects: (REQUIRED FOR THIS PROJECT)**

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

Minimum Limits: \$1 million per claim/occurrence.  
Coverage Requirement: 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.

**Commercial Umbrella Policy:** Occurrence/ which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.00

**2.12 INDEMNIFICATION:** The PROPOSER agrees to protect, defend, indemnify, and hold 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 PROPOSER or its subproposers. The PROPOSER'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. PROPOSER 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 PROPOSER or his subcontractors or anyone directly or indirectly employed by any of them.

The PROPOSER'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 PROPOSER.

**2.13 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror'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 Director 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.

**2.15 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 Director 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 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.

**2.17 LICENSES, PERMITS, AND TAXES:** The price or prices for the service shall include full compensation for all fees that the proponent is or may be required to pay. Chatham County is Tax Exempt. A Tax Exemption Certificate will be provided by the Purchasing & Contracting Office upon request (912) 790-1623.

**2.18 MINORITY – WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. The County is committed to a policy of equitable participation for these firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and intended actions in this area. 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. Proposers may also provide demographic information regarding their employees to show their commitment to equal opportunity. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contact.

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. 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 with this solicitation. For additional information concerning Chatham County's M/WBE Coordinator, please contact Connell Heyward, at (912) 652-7860 or [cheyward@chathamcounty.org](mailto:cheyward@chathamcounty.org).

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.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

## REQUEST FOR PROPOSALS

### GENERAL CONDITIONS SECTION III

**DESCRIPTION AND OBJECTIVES:** Chatham County is seeking a qualified professional licensed Consultant to provide services for the Savannah-Chatham County Drug Court Program.

**3.1 METHODOLOGY:** The procurement described herein may be conducted in a two-step process.

**STEP 1 - ACCEPTANCE AND EVALUATION OF PROPOSALS:** All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are no longer being considered and why. A shortlist of qualified firms will be developed and ranked.

Fee proposals shall be submitted along with the proposal and will be evaluated and ranked accordingly. Fee proposal should be quoted in “all inclusive” dollars. The evaluation committee will make the selection of the firm which it believes is best qualified to provide the service, fee proposal and other qualitative factors considered. It is emphasized that the firm which offers the lowest fee proposal will not necessarily be the firm selected. The selection will be made of that firm which provided the best proposal. “Best” is defined as

the best combination of qualitative factors and price proposal.

**STEP 2 – INTERVIEWS/PRESENTATION:** The evaluation committee **may** request an interview with each finalist firm. If interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of firms that will interview/present.

- 3.2 PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **1:00 P.M., on MARCH 16, 2016, at the J. Tom Coleman Judicial Courthouse, 133 Montgomery Street, 6<sup>th</sup> Floor-Room 616, Savannah, Georgia.** Representatives from Chatham County will be in attendance. Attendance assures that all competitors hear the same information, can ask questions and suggest constructive changes to the solicitation.
- 3.3 PROPOSAL DEADLINE:** The response to this ‘Request for Proposal’ must be received by the Purchasing Division no later than **5:00 P.M., MARCH 31, 2016** Any proposal received after the time stipulated will be rejected and returned unopened to the proponent. It is emphasized that late proposals will be rejected

For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. An addendum will be issued setting forth the new date and time.

- 3.4 WITHDRAWAL OF PROPOSAL:** Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of 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.
- 3.5 CONFIDENTIALITY OF DOCUMENTS:** 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 proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners. Proponent shall have no contact with any Department Representative or Evaluation Committee Member during and after the evaluation process. Any information contained in the proposal that is considered by the Proponent as “proprietary” to remain confidential shall be clearly identified and justified.
- 3.6 CONE OF SILENCE:** Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member of a proposer’s staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly

prohibited. Such actions may cause your proposal to be rejected.

**3.7 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposal. The format provided in this Section is not negotiable. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

- A. Introduction/Cover Letter
- B. Qualifications and Experience
- C. Project Understanding/Methodology
- D. M/WBE Participation
- E. Fee Proposal - Submit using Fee Proposal Form
- F. References
- G. Other Relevant Facts/Information
- H. Attachments

Each proposal must be submitted in one (1) original and four (4) copies bound to:

Ms. Robin L. Maurer, Asst. Purchasing Director  
Chatham County Purchasing Department  
1117 Eisenhower Drive - Suite C  
Savannah, GA 31406  
(912) 790-1623

**3.8 COMPENSATION:** The County has attempted in SECTION V to provide as much information about the project as possible to enable firms to structure their offer.

**3.9 REJECTING PROPOSALS:** The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.

**3.10 COST TO PREPARE RESPONSES:** The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

**3.11 INQUIRIES:** Direct any questions related to this RFP to Ms. Robin Maurer, Asst. Purchasing Director, and submit all questions in writing. Include the RFP number, page, and paragraph number as a reference to each question. If you choose to mail your questions, do not place the RFP number on the outside of the envelope. *DEADLINE FOR ALL QUESTIONS IS one week prior to due date.* All questions shall be delivered by hand, mail, fax or e-mailed as follows:

Chatham County Purchasing and Contracting Division  
Attn: Robin Maurer, Asst. Purchasing Director  
1117 Eisenhower Drive, Suite C  
Savannah, GA 31406  
(912) 790-1627 (FAX)  
[rlmaurer@chathamcounty.org](mailto:rlmaurer@chathamcounty.org)

THE ONLY OFFICIAL ANSWER OR POSITION OF CHATHAM COUNTY WILL BE THE ONE STATED IN WRITING.

- 3.12 **METHOD OF SOURCE SELECTION:** Chatham County is using the Competitive Sealed Proposal method of source selection, as authorized by Part 5 of the Chatham County Purchasing Ordinance.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to Chatham County, taking into consideration price and other factors set forth in this Request for Proposal (RFP). The County will not use any other factors or criteria in the evaluation of the proposals received.

- 3.13 **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the COMPANY agrees as follows:

The COMPANY 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.

#### SECTION IV SPECIAL CONDITIONS

- 4.1 **PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.
- 4.2 **EVALUATION FACTORS:** Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/WBE firms, consultants and employees will also be considered in the evaluation of proposals.
- 4.3 **SELECTION PROCESS:** *Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent*



*of the respondent.* Further evaluation may include an oral presentation will be scheduled after receipt of the written proposal and approval of the shortlist.

**4.4 CONTRACT:** The term of the contract will be for two (2) years with renewal options for three (3) additional one (1) year terms.

**4.5 PROPOSALS MUST BE RESPONSIVE TO:**

**4.5.1 INTRODUCTION/COVER LETTER (SECTION A):** You should provide no more than a two (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 (1) contact to whom any correspondence should be directed. This section should include a clear statement of the Proposer's understanding of this RFP and the contract requirements, and how the Proposer intends to meet the RFP requirements.

**4.5.2 QUALIFICATIONS AND EXPERIENCE - TOTAL POSSIBLE POINTS: 30 (SECTION B):**

- A. The name, title, address, and telephone number of the person (s) who will be assigned to perform service under the proposal.
- B. Resumes/credentials of the person(s)/staff who will perform the services required and state how long they have been with your firm. For each key staff person that will participate in the program, attach a resume. Highlight key and relevant experience. Credentials may be subject to verification. Provide any criminal convictions for these key staff members in the past 5 years. (See 1.12)
- C. The contractor should respond on how they will handle treatment for non-English speaking participants.
- D. Adequate information to describe the scope of the offeror's previous experience in providing Savannah-Chatham County Drug Court services to public entities. Include the name(s) and qualifications of the personnel that provided this service.
- E. List of current or former clients with requirements similar in scope and content to the proposed contract, a contact and current telephone number at each client location. Chatham County reserves the right to verify the information furnished.
- F. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under.
- G. Provide complete details of any contract that your firm has been fired from and/or where your contract was not renewed during the last five (5) years

for services to a drug court.

**4.5.3 PROJECT UNDERSTANDING AND METHODOLOGY - TOTAL**

**POSSIBLE POINTS: 30 (SECTION C):** Discuss the approach to rendering the required services. Any special techniques, strategies and capabilities should be discussed here. A detailed narrative statement to demonstrate the offerors' understanding of the Scope of Work described below. The statement shall include but not necessarily be limited to the offerors' proposed organizational structure and procedures to provide the required services, software and equipment to be used, reporting to be provided, expectations regarding the County's responsibilities and contributions under the contract, any limitations in delivering all the required services, any potential problem areas that might impede the successful implementation of the contract, and any other information not specifically required elsewhere in this RFP but considered pertinent by the offeror. State additional information regarding your services that distinguishes your firm from your competition.

- a) The Contractor must explain and demonstrate, through example, its theoretical background to ensure adequate, effective services will be provided to the participants. This should include what the Contractor believes will be necessary for the participants to succeed.
- b) The Contractor must provide a floor plan showing the total size of its building and designated space to be committed to the Drug Court participants.
- c) The Contractor must propose a *preliminary* plan for the treatment and case management services including how initial evaluations including the LSI-R will be conducted, case management duties, schedule of group times, general topics to be addressed during each phase, and the evidenced-based curriculum selection taught during each session.
- d) The Contractor must propose a *preliminary* plan for implementing alcohol and drug testing including how participants will be selected and notified of random tests, manufacturer and type of tests to be used, drugs tested for and rationale for the testing of these drugs (i.e. drugs commonly abused in area), procedure for observed collection by same gender observer or licensed medical professional, procedure for testing, procedure for testing for creatinine level each time, plan for obtaining quick and accurate confirmation, how weekend testing will be accomplished, etc.
- e) The Contractor must propose a *preliminary* plan to obtain the goal of a 75% or better graduation rate.

**4.5.4 MWBE PARTICIPATION - TOTAL POSSIBLE POINTS: 15 (SECTION D):** Commitment in the level of local MWBE firms, subcontractors, consultants and employees. Approach to meeting and exceeding the MWBE requirements. History of Minority-owned, Women-owned business utilization.

**4.5.5 FEE PROPOSAL - TOTAL POSSIBLE POINTS: 20 (SECTION E):** All fees will be based on a monthly participant fee. Clients who are receiving services in another setting for more than 5 days (i.e. out of town residential, jail, RSAT, etc.) shall have a prorated fee that covers case management and data entry duties for each day out of full services.

Fees provided must be all inclusive and cover any item which may normally be regarded as reimbursable. Phones, computers, office supplies, etc. are the responsibility of the contractor.

**4.5.6 REFERENCES – TOTAL POSSIBLE POINTS: 5 (SECTION F):** Please provide at least five (5) current or past government clients for whom you furnish(ed) professional treatment program services. Please provide the client's name, address, phone number and the name of a contact person. Chatham County is interested in how long that reference has been your client.

**4.5.7 INTERVIEWS/PRESENTATIONS (IF REQUIRED) – TOTAL POSSIBLE POINTS: 30**

**4.6 CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice of award.

**4.7 ASSIGNMENT:** The PROPOSER shall not assign or transfer any interest of the contract without prior written consent of the County.

## **SECTION V STATEMENT OF WORK**

### **5.0 INTRODUCTION**

The Superior Court of Chatham County is seeking qualified professional licensed individuals with experience in providing comprehensive outpatient treatment program services to persons suffering from drug/alcohol addiction and who have a criminal matter pending before the Superior Court to submit proposals to implement and provide professional program services to the Savannah-Chatham County Drug Court Program.

### **5.1 BACKGROUND INFORMATION**

Accountability Courts represent the coordinated efforts of justice and treatment professionals to actively intervene and break the cycle of substance abuse, addiction,

mental illness and crime. As an alternative to less effective interventions, drug court, an accountability court, quickly identifies substance abusing and/or mentally ill offenders and places them under ongoing judicial monitoring and community supervision along with effective long-term treatment services. Drug Courts are the most effective justice intervention for treating drug-addicted people.

Research demonstrates that Drug Courts provide a highly effective alternative to incarceration for individuals whose involvement in the criminal justice system is rooted in serious addiction to drugs and alcohol. Drug Courts reduce drug use. Drug Courts reduce crime. Drug Courts save money. Drug Courts restore lives. Drug Courts save children and reunite families.

The Savannah-Chatham County Drug Court was begun in 2001 by the Honorable James F. Bass, Jr. It has treated over 650 clients to date. The program serves as a Peer Review Court for the state of Georgia and has served as a National Peer Learning Court. It is funded by a combination of national, state, and local funding sources. The program seeks to contract for treatment and case management services for the upcoming term.

Funding for these services comes from a combination of local funds, and 2 state grants (DBHDD and CACJ) and services are contingent on receiving these funds each year. The general population of the SCCDC at any one time ranges from 70 to 100 clients.

## **5.2 SAVANNAH-CHATHAM COUNTY DRUG COURT (SCCDC)**

### **SCCDC**

SCCDC is a collaborative effort between the Superior Court, District Attorney's Office, Office of the Public Defender/Defense Attorneys, police agencies, probation, and the private sector. The program targets nonviolent, high risk and high need offenders who require Intensive Outpatient Treatment substance abuse services.

The program is divided into five (5) phases of treatment with specific tasks to be accomplished in order to transition to the next phase. The phases of treatment are: Orientation Phase, Phase I, Phase II, Phase III, and Phase IV. A general description of each phase of treatment and the requirements to successfully complete each phase follows:

A. Orientation Phase – This phase of treatment is designed to introduce (or reintroduce in some cases) clients to skills needed for their best chance at recovery. It is meant to be highly structured and to provide a routine for the client to follow while they adjust to life without drugs or alcohol. The goals of this phase are to ameliorate immediate issues, stabilize crisis situations, discover honesty and gratitude, identify triggers, and provide a routine for the client to follow as the brain restores itself.

The requirements to successfully complete the Orientation Phase are:

1. to remain drug and alcohol free for at least 12 weeks

2. to attend 4 group counseling sessions per week
3. to attend 1 individual counseling session per week
4. to attend court every week
5. to attend at least 3 sober prosocial activities as approved by treatment per week
6. to complete and present a written assignment

B. Phase I—This phase of treatment is designed to help participants understand their addiction and to begin working on a recovery plan. The goals of this phase include practicing honesty and gratitude, correcting criminal thinking errors, avoiding triggers, identifying supports in the community and family, practicing recovery tools, and solidifying a stable sober living environment.

The requirements to successfully complete Phase I are:

1. to remain drug and alcohol free
2. to attend 4 group counseling sessions per week
3. to attend 1 individual counseling session per month
4. to attend court every week
5. to attend at least 3 sober prosocial activities as approved by treatment per week
6. to pay at least \$375.00 toward Drug Court fee (\$15 weekly)
7. to perform at least 20 hours of community service (80 hours total required)
8. to complete and present a written exercise

C. Phase II—This phase of treatment is designed to lead participants in conducting a thorough and honest self-examination. This phase is also designed to help participants work through many of the powerful emotions that emerge during this period of recovery. The goals of this phase include internalizing recovery tools, treating underlying issues, identifying good and bad relationships, committing to sober activities in the community, and identifying mid and long term goal development.

The requirements to successfully complete Phase II are:

1. to remain drug and alcohol free
2. to attend 3 group counseling sessions per week
3. to attend 1 individual counseling session per month
4. to attend court every week
5. to attend at least 3 sober prosocial activities as approved by treatment per week
6. to pay at least \$375.00 toward Drug Court fees. (\$15 per week, \$750.00 total paid)
7. to perform at least 20 hours of community service (80 hours total required)
8. to complete and present a written exercise

D. Phase III—This phase of treatment is designed to help participants implement the tools they have learned. The goals of this phase include maintaining recovery, asking for help when needed, continuing to treat and manage underlying conditions, completion of mid-term goals, establishing long term goals, being honest and grateful every day, establishing community support systems, actively avoiding, but being able to recognize

and immediately act upon, triggers, getting comfortable with the new normal, repairing damaged relationships, and practicing healthy boundaries in relationships.

The requirements to successfully complete Phase III are:

1. to remain drug and alcohol free
2. to attend 3 group counseling sessions per week
3. to attend 1 individual counseling session per month
4. to attend court every other week
5. to attend at least 3 sober prosocial activities as approved by treatment per week
6. to pay at least \$375.00 toward Drug Court fee. (\$15 per week, \$1,125.00 total paid)
7. to perform at least 20 hours of community service (80 hours total required)
8. to enroll in the GED program, if applicable
9. to complete and present a written exercise

E. Phase IV—This phase of treatment is designed to help participants strengthen their commitment to sobriety and to integrate the participants into the local community. Goals include sustaining recovery and sobriety, helping others, actively having fun and experiencing joy while sober, and engaging in healthy sober relationships.

The requirements to successfully complete Phase IV are:

1. to have at least 12 months of continuous sobriety
2. to attend 2 group counseling sessions per week
3. to attend 4 individual counseling sessions per month
4. to attend court once per month
5. to attend at least 3 sober prosocial activities as approved by treatment per week
6. to pay the remaining balance of Drug Court fee (\$15 per week, \$1,500.00 total paid)
7. to perform remainder of community service (80 hours total required)
8. to have completed GED program
9. to have obtained full-time employment
10. to develop continuing care plan
11. to complete and present a written exercise
12. to prepare and present a graduation speech
13. to complete a group community project

### **5.3 SCOPE OF WORK**

- a. The service provider shall provide case management, assessment, and evaluation upon receipt of an approved referral. The referral will at the minimum include the use of the LSI-R with a review of the criminal history and a biopsychosocial interview. After acceptance, a nursing and medical assessment will be conducted with referrals to medical, dental, or psychiatric services as indicated. A case plan shall be developed by the case manager from the needs identified on the LSI-R. The case manager ratio shall be 1 to 30 clients. A copy of the LSI-R and the case

plan shall be given to the court within 2 weeks of acceptance. The LSI-R shall be administered at regular intervals and updated as indicated.

- b. The contractor is responsible for providing a facility appropriate for treatment and case management services and related activities such as GED tutoring with 4 practice computers, group and individual counseling, graduations, etc. Each counselor and case manager must have a private designated office appropriate to conduct sessions that provide adequate privacy for clients.
- c. The service provider shall provide clinical treatment services by licensed substance abuse counselors that include individual and group counseling. Two hundred hours (not including pro social community meetings such as AA, NA or Celebrating recovery) of approved manualized evidenced-based treatment must be provided to all clients. At a minimum, MRT, Anger Management, and CBI must be part of the treatment and case management services. EMDR shall be provided by certified clinicians for clients with trauma issues that require treatment. These services will be provided with staff certified in the curriculum.
- d. Two tracks will be conducted. A 24 month track for moderate/high risk offenders and an 18 month program for low/moderate risk offenders along the guidelines of research provided by Doug Marlowe, Chair of the Research Committee for the National Association of Drug Court Professionals. Designation for these tracks will be made with information gathered at the initial evaluation utilizing the LSI-R along with the documented criminal history. If clients are initially placed in the 18 month program and fail to be successful, they may be moved to the 24 month track.
- e. Participants must be randomly drug screened at least twice per week for illicit substances and creatinine levels during the entire length of the program to include weekends and holidays. All testing must be observed by a same gender observer or a licensed medical professional. Tests that screen positive must be sent to the lab at the expense of the participant or the contractor for verification.
- f. Alumni meetings must be provided once a month with assistance given to make these meetings beneficial and desirable for alumni.
- g. Regular pro social activities will be organized and held by the contractor to allow clients to engage in socialization without substances at least once a month and, preferably, once a week.
- h. MAT treatment will be used as indicated. Clients addicted to opiates will be screened for available resources to provide MAT. MAT treatment shall be incorporated into the client's treatment plan if resources to provide such treatment are found and indicated.

- i. All data shall be entered into the ACCM system by the contractor and is the property of the SCCDC.
- j. Case management services include, but are not limited to: finding suitable sober housing, assisting clients in employment and education opportunities, assisting clients who fall behind in the fee schedule in budgeting, securing a venue (at contractor's expense), certificates, reception, and newsletter for graduation 2-4 times per year as indicated, managing phases, monitoring sanctions and incentives, updating the case management plan, updating the LSI-R, referring clients to marriage or family counseling as indicated, and referring to a higher level of care if the need arises.
- k. The contractor shall complete monthly MIER reports and entries into the DBHDD system as required for DBHDD grant. The contractor shall complete the quarterly performance report for the DBHDD grant within time limits and provide the SCCDC a copy at the time of submission. Data shall be entered in a timely manner into the ACCM system, and any additional information provided as needed for grant proposals or submission of reports shall be provided.
- l. The contractor shall have a 75% or better graduation rate as a goal.
- m. It will be the responsibility of the contractor to adequately meet the needs of the non-English speaking, hearing impaired, and/or LEP participants.

### **5.3.1 Contractor Service**

- a. The Contractor shall furnish in totality all labor, materials, and other equipment necessary to provide alcohol and substance abuse treatment, case management services, data entry, billing, reporting, copying, printing, ancillary services, and case management and other services as identified to the clients of the Savannah-Chatham County Accountability Court.
- b. The Contractor will provide all necessary labor for alcohol and drug testing to include creatinine levels of all SCCDC participants to be tested twice each week.
- c. The Contractor will agree to appoint and provide a consistent, knowledgeable representative to attend weekly staffing and Court sessions and provide them with copies of the ACCM progress notes for each team member.
- d. The Contractor will agree to have adequate meeting space available for all Court participant groups to include GED tutoring



with 4 computers, individual and group sessions, and alumni meetings with easily accessible public transportation.

- e. The Contractor will conduct multiple group therapy sessions specific to and for participants in various phases of the SCCDC. The Contractor will provide such groups during the evening, weekdays, weekends and any time needed. Such groups will last an hour and a half to three hours with breaks as needed. The Contractor will be aware that different phases of the program may be conducted at simultaneous times during the week. The Contractor will provide for individual counseling, including EMDR, as warranted by individual participants throughout the program.
- f. The Contractor will agree to report and provide all treatment information to the SCCDC and its affiliates as requested, including but not limited to, treatment plans, information shared in group, and drug/alcohol screen results. The Contractor will keep the Court current using the Court's case management software (ACCM-5 Points).
- g. The Contractor will agree that they will be a member of the SCCDC, but not necessarily a management member. The SCCDC Judge, the Superior Court Administrator, and the SCCDC Coordinator make all final administrative decisions.
- h. As funding permits, the Contractor is required to send staff to state and national training.

### **5.3.2 Contractor Qualifications:**

- a. The Contractor will have a history of service in the field of substance abuse, mental health, knowledge of the criminal justice system, and an understanding of the Accountability Court concept.
- b. The Contractor will have a staff large enough to accommodate the SCCDC participants and be willing to grow with the program.
- c. The Contractor will provide the Court qualified, trained, experienced staff to meet the challenges faced by the criminal justice/substance abuse population, as well as the proper documentation to support qualifications.

### **5.3.3 Specific Requirements for Savannah-Chatham County Drug Court**

The successful candidate must comply with all of the requirements of the federal and state standards and the funding sources. This includes:

1. Treatment Standards: <http://www.gaaccountabilitycourts.org/standards-and-certification>
2. State Drug Court Standards: <http://www.gaaccountabilitycourts.org/standards-and-certification>
3. Case Management Expectations: <https://www.youtube.com/watch?v=M2Mskl4lsMc&feature=youtu>
4. National Drug Court Standards: <http://nadcp.org/Standards>
5. Maintain enrollment as a DBHDD substance abuse provider: <http://dbhdd.georgia.gov/providers>
6. Maintain a Health Care Facility License: <http://dch.georgia.gov/facility-licensure>
7. Model Code of Conduct for Court Professionals: <https://nacmnet.org/ethics/index.html>
8. The contractor must allow oversight as dictated by: <http://cjcc.georgia.gov/workshopstrainings>
9. The contractor must attend state training and national training when funded such as: <http://www.gaaccountabilitycourts.org/training>

**SECTION VI  
EVALUATION AND AWARD  
SAVANNAH-CHATHAM COUNTY DRUG COURT**

**6.1 EVALUATION:** Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows. *The County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Consultant Services requested.*

STEP 1: PROPOSAL SUBMITTAL (**TOTAL POSSIBLE POINTS: 100**).

<i>Evaluating Factor:</i>	<i>Points Possible:</i>
<i>Qualifications and Experience</i>	30
<i>Project Understand and Methodology</i>	30
<i>M/WBE Participation</i>	15
<i>Fee Proposal</i>	20
<i>References</i>	5

STEP 2- INTERVIEWS/PRESENTATIONS- IF REQUIRED (**TOTAL POSSIBLE POINTS: 30**)

**6.2 CONTRACT AWARD:**

- 6.2.1 Successful Proponent will be asked to submit his/her firms' contractual issues for consideration in the Chatham County contract. Proposals will become part of the contract.
- 6.2.2 No work shall be performed under the contract until a contract has been fully executed by both parties. A notice to proceed will be issued by Chatham County.

**REQUEST FOR PROPOSAL  
RFP NO. 16-0013-7  
SAVANNAH-CHATHAM COUNTY DRUG COURT SERVICES  
CHATHAM COUNTY, GEORGIA**

**FEE PROPOSAL FORM**

I have read and understand the requirements of this proposal, RFP #16-0013-7, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. The proposed fee shall include all labor, material, equipment, insurance to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expenses involved.

Proposed fees shall be based on an inclusive monthly fee for each participant.

Fees provided must be all inclusive and cover any item which may normally be regarded as reimbursable. Phones, staff mileage, computers, office supplies etc are the responsibility of the contractor.

MONTHLY PER PARTICIPANT FEE \_\_\_\_\_

MONTHLY PER PARTICIPANT PRORATED FEE \$ \_\_\_\_\_

*Clients who are receiving services in another setting for more than 5 days (i.e. out of town residential, jail, RSAT, etc.) shall have a prorated fee covering case management and data entry duties for each day out of full services.*

FIRM NAME: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**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:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

\_\_\_\_\_ (CONTRACTOR)  
certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **SAVANNAH-CHATHAM COUNTY DRUG COURT SERVICES (PROJECT)** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
DATE

**ATTACHMENT B**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know All Men By These Presence, that I (We), \_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_  
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project for **SAVANNAH-CHATHAM COUNTY DRUG COURT SERVICES** hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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.

1. 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 performance of such contract or subcontract.

---

2. 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.

---

3. List any convictions or civil judgments under states or federal antitrust statutes.

---

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

---

5. List any prior suspensions or debarments by any governmental agency.

---

6. List any contracts not completed on time.

---

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

---

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

---

I, \_\_\_\_\_, as \_\_\_\_\_  
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 CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract 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 \_\_\_\_\_, \_\_\_\_, 20\_\_ 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 \_\_\_\_\_,20 \_\_.

\_\_\_\_\_  
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 CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned 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 (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**ATTACHMENT E**

**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 of 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.

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

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**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**

**ATTACHMENT F**

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

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

Name of Project: \_\_\_\_\_

Bid No: \_\_\_\_\_

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total \_\_\_\_\_

WBE Total \_\_\_\_\_%

M/WBE Combined \_\_\_\_\_%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature \_\_\_\_\_ Print \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Fax ( ) \_\_\_\_\_

**ATTACHMENT G**

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

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

\* \_\_\_\_\_  
Alien Registration number for non-citizens.

Notary Public  
My Commission Expires:



LEGAL NOTICE

CC NO. 166400

REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 P.M. on MARCH 31, 2016** in **Chatham County Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA. RFP NO. 16-0013-7 SAVANNAH-CHATHAM COUNTY DRUG COURT SERVICES.**

**A PRE-PROPOSAL CONFERENCE** will be held at **1:00 P.M., on MARCH 16, 2016 AT THE J. TOM COLEMAN COURTHOUSE, 133 MONTGOMERY STREET, 6<sup>TH</sup> FLOOR-ROOM 616, SAVANNAH, GEORGIA.** You are encouraged to attend.

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site <http://purchasing.chathamcounty.org>, or by calling Robin Maurer, Asst. Purchasing Director, at (912) 790-1623. All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>

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"

---

MARGARET H. JOYNER, PURCHASING DIRECTOR

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SAVANNAH N/P INSERT: March 3, 2016