

REQUEST FOR PROPOSAL - RFP NO.: 18-0083-1

JURY MANAGEMENT SYSTEM SOFTWARE FOR CHATHAM COUNTY

PRE-PROPOSAL CONFERENCE: SEPTEMBER 20, 2018

PROPOSAL RECEIPT BY: OCTOBER 4, 2018 AT 5:00 PM

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER JAMES "JAY" JONES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER CHESTER A. ELLIS

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 proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

 X GENERAL INFORMATION

 X PROPOSAL

 X LEGAL NOTICE

 X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR AFFIDAVIT/AGREEMENT; E. SAVE FORM; F. DEBARMENT FORM; G. M/WBE PARTICIPATION FORM; H. LOBBYING

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.

CURRENT TAX CERTIFICATE NUMBER _____
CITY _____
COUNTY _____
OTHER _____

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS _____

The undersigned proposer 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 proposal.

BY: _____ **SIGNATURE:** _____ **DATE:** _____

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 strongly encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority or woman ownership. Please check ownership status as applicable:

African-American _____ Asian American _____ Hispanic _____
Native American or Alaskan Indian _____ Woman _____

For additional information concerning Chatham County's M/WBE Program, please call (912) 652-7828.

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

DATE: September 4, 2018

RFP No. 18-0083-1

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal to supply Chatham County with the software and professional services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Director, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA 31406** up to **5:00 P.M., ON OCTOBER 4, 2018 (LOCAL TIME)**. The Purchasing Director reserves the right to reject any and all proposals and to waive formalities.

A PRE-PROPOSAL CONFERENCE WILL BE HELD ON SEPTEMBER 20, 2018 AT 2:00 P.M, IN THE 2ND FLOOR JURY ASSEMBLY ROOM AT THE TOM COLEMAN JUDICIAL COURTHOUSE AT 133 MONTGOMERY STREET, SAVANNAH, GA. 31401. The purpose of the pre-proposal conference is to allow proposers to seek clarification or additional information regarding this RFP.

Instructions for preparation and submission of a 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.

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. Generally when addenda are required, the proposal opening date may 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 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.

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 proposal to supply Chatham County with software and services as described herein. All proposals are governed by the Chatham County Purchasing Ordinance and the laws of the State of Georgia.

1.2 INFORMATION OR CLARIFICATION: For information concerning procedures for responding to this solicitation, contact Peggy Joyner, Purchasing Director 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 proposers' responsibility to check the website to determine if any addenda(s) 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. Attn: Peggy Joyner. Questions 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 (1) 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.

1.3 ELIGIBILITY: To be eligible for a resulting contract (s) in responding to this solicitation, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services.

1.4 HOW TO PREPARE PROPOSALS: All proposals shall be:

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- B. Typewritten or completed with pen black or blue ink, signed by the business owner or authorized representative, with all corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

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

1.5 HOW TO SUBMIT PROPOSALS: All proposals shall be:

- A. Submitted in a sealed opaque envelope, plainly marked **Jury Management System Software RFP #18-0083-1, with date and time of bid proposal opening, and company name.**
- B. Mailed or hand delivered as follows in a sufficient time to ensure receipt by the Purchasing Director on or before time and date specified above.

Purchasing and Contracting
1117 Eisenhower Drive, Suite C
Savannah, Georgia, 31406

- C. Each proposal must be submitted in one (1) original and five (5) copies bound to:

Chatham County Purchasing Department
Attn: Peggy Joyner
1117 Eisenhower Drive, Suite C
Savannah, GA 31406

An electronic proposal shall also be submitted either on CD or a flash drive.

1.6 HOW TO SUBMIT AN OBJECTION: Objections from Offerors to this Request for Proposal 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 not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
- B. 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.

1.7 FORMAT FOR RESPONSES: To be considered, contractors must submit a complete response to the Request for Proposal. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include all content in the requested order listed in Section 3.7 with signatures and required attachments.

1.8 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.

1.9 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.

1.10 DEFINITION OF TERMS:

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.

1.11 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.

1.12 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 these provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor.

**SECTION II
GENERAL CONDITIONS**

2.1 SPECIFICATIONS: Any obvious error or omission in specifications shall not inure to the benefit of the Proposer 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 (1) 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 GEORGIA OPEN RECORDS ACT: The responses will become part of the County's official files with any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et. Seq., unless otherwise provided by law.

2.4 GEORGIA TRADE SECRET ACT OF 1990: In the event that a Proposer submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.5 CONTRACTOR RECORDS: The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2.6 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.

2.7 OFFERS TO BE FIRM: The proposer **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid submitted, unless otherwise stated in the proposal in order to provide the Evaluation Team time to review all proposals.

2.8 COMPLETENESS: All information required by Request for Proposals must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses.

2.9 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION: Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, 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 last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

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

2.10 MINORITY- WOMEN 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.

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.

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 call 912-652-7828.

2.11 LOBBYING ACTIVITIES: During the request for proposal process and subsequent evaluation and award process, proposers shall have no discussions with Board members, other elected officials, county management staff and employees. Proposers are required to sign the lobbying affidavit included in the RFP package. All contact must be through the Purchasing & Contracting Office.

2.12 LIABILITY PROVISIONS: Where proposers are required to enter or go onto 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 or 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.

- 2.13 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this offer, the offer certifies, and in the case of a joint bid each party thereto 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 bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid 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 made or will be made by the proposer to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 2.14 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to the 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.
- 2.15 TERM OF CONTRACT:** The contract shall cover initial purchase, installation and implementation of software as well as on-going maintenance and upgrades for the software.
- 2.16 VENDOR PERFORMANCE EVALUATION:** On April 11, 2008, the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluations, as a minimum, prior to the contract anniversary date. Should the vendor performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Vendor Complaint Form or a Performance Evaluation to be sent to the Purchasing Director.
- 2.17 PROCUREMENT PROTESTS:** Objections and protest to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution in accordance with the Chatham County Purchasing Ordinance Section 9 Vendor Disputes.
- 2.18 QUALIFICATION OF BUSINESS (RESPONSIBLE OR PROPOSER):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product

requested. Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being non-responsive or non-responsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.19 COUNTY TAX CERTIFICATE REQUIREMENT: A current Chatham County or municipal business tax certificate (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Tax Certificate prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to the award of contract. Please contact the Chatham County Department of Building and Regulatory Services at (912) 201-4300 for additional information.

2.20 LICENSES, PERMITS, 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) 790-1618 or (912) 790-1627 fax.

2.21 INSURANCE PROVISIONS: 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 Contractor's fee proposal. **Contract work will not proceed unless Chatham County has in their possession, a current Certificate of Insurance.**

2.21.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of 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. A 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 always includes Chatham County).

2.21.2 Limits of Insurance: Effective coverage shall have the following limits:

- 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, disease policy limit, each employee and Statutory Worker's Compensation limit.
- C. **Business Auto 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.

2.21.3 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 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/Non-Renewal Notification:** Each insurance policy that supplies 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 certificate 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 contract.

- 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 Chatham County Board of Commissioners.
- H. **Deductible 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.

2.22 INDEMNIFICATION: The CONTRACTOR 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 CONTRACTOR or its subcontractors. The CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'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 CONTRACTOR.

- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 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 Chatham County Finance Department, at (912) 652-7900.
 - 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.

- 2.27 CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the initial contract term and any subsequent maintenance periods as outlined in the RFP.

Any requested adjustment shall be fully documented and submitted to the County at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter can not be resolved to the satisfaction of the County, the Contract will be considered canceled on the scheduled expiration date.

- 2.28 VENDOR DEFAULT:** Chatham County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default due to a failure to perform or because a request for price increase, Chatham County reserves the right to remove the vendor from the County's bid/proposal listing for twenty-four months.

- 2.29 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:** It is the responsibility of the prospective proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Division not less than one week prior to the time set for proposal opening.

- 2.30 MERGERS:** If a selected firm is sold or merged with another organization, the County will consider the contract binding regardless of any name changes. If there is a conflict of interest, the County reserves the right to terminate said contract.

- 2.31 SECURITY AND IMMIGRATION COMPLIANCE ACT AND SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE):** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>, to find the E-Verify information. O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally

present in the United States. Contracts with the County are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

2.32 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.

2.33 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 local MBE/WBE firms, consultants and employees will also be considered in the evaluation of proposals.

2.34 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 interviews and demos with any or all proposers at the County's discretion.

2.35 All respondents must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

2.36 The County shall have sole discretion in evaluating both the responses and qualifications of the respondents.

2.37 CONTRACT: The successful respondent will be expected to execute a contract within 30 days of notice to award. Upon award of the contract, the proponent shall be bound to deliver services on the terms and conditions of this document and any negotiations which may occur.

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.

2.38 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 Chatham County before subcontracting any part of this service. Such permission should be obtained during the proposal evaluation stage. Proponents are encouraged to use local Minority/Woman Business

Enterprises and are reminded of reporting requirements when utilizing these arrangements.

- 2.39 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. 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 prices, or in the time of performance, or in both. 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.

- 2.40 TERMINATION OF CONTRACT:** Each party to the contract shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 60 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.

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

- 2.42 PAYMENT AND PERFORMANCE BONDS:** County reserves the right to require payment and performance bonds or other forms of surety satisfactory to the County Attorney.

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

TITLE

COMPANY

ADDRESS

PHONE NO.

SECTION III SPECIFIC CONDITIONS

3.1 PURPOSE: Chatham County is seeking a software-based jury management system that handles all business functions including juror summoning, rescheduling, dismissal, attendance, courtroom assignment, payment, “multi-tasking” by multiple users, and enhanced printing, scanning, and report production capabilities. Chatham County seeks a time-efficient system that is configurable to its workflow, processes, and reporting requirements.

3.2 METHODOLOGY:

STEP ONE: ACCEPTANCE AND EVALUATION OF PROPOSALS:

The evaluation committee will make the selection of the firm which it believes is best qualified to provide the software, 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 to provide the service. The selection will be made of that firm which provides the best proposal. “Best” is defined as the best combination of qualitative factors and fee proposal.

A selection committee will review all proposals received by the opening date and time as part of a documented evaluation process. The Committee will evaluate suppliers according to but not limited to the following criteria:

- Responses to functional requirements.
- Cost and quality of the proposed software solution, training, and implementation services plan. Cost and quality of the proposed ongoing system maintenance/support services.
- Experience, demonstrated performance and financial viability of the software firm, including experience with County and local government.
- Compatibility with County’s technical architecture, standards, and strategy and responses to technical requirements.
- Minority and Woman Owned Business Participation
- Acceptance of and exceptions to the terms & conditions preferred by the County.
- Quality, clarity and responsiveness of the proposal in conformance with instructions

The Selection Committee reserves the right to determine the suitability of proposals on the basis of all of these criteria.

Fee proposals must be submitted as requested in the format provided. Additional detail may be provided as an attachment.

STEP TWO – DEMONSTRATIONS AND SITE VISITS

The evaluation committee may request demos from shortlisted vendors and *may* decide to conduct site visits with similar clients. It is the sole responsibility of the evaluation committee to determine if demos will be required. If demos are conducted, each of the “short-listed” firms will be scheduled for a demonstration. The demos will be scored and the points added to the total score.

- 3.3 PROPOSAL DEADLINE:** The response to the Request for Proposals must be received by the Chatham County Purchasing Division no later than October 4, 2018 at 5:00 p.m. Any proposal received after the time may be rejected. Proposals must be responsive to the General Conditions (Information and Instructions), Special Conditions, Technical Specifications, and any attachments.

The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time.

- 3.4 WITHDRAWAL OF PROPOSAL:** Your proposal may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of your proposal will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely 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. The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners.

- 3.6 CONE OF SILENCE:** Lobbying of Procurement Evaluation Committee members, County employees, and elected officials regarding this product or service 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 Proposals. 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:

Section	Title
A.	Executive Summary
B.	Experience and Qualifications
C.	Functionality/Technical Approach
D.	MWBE Participation
E.	Cost Proposal

- F. Client References
- G. Required County Documents

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

A. EXECUTIVE SUMMARY:

This part of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Please note that the executive summary should identify the primary contacts for the software vendor.

B. EXPERIENCE AND QUALIFICATIONS: - Total Points Possible 25

This section of the vendor's proposal should include a general discussion of the vendor's understanding of the "overall" project and a summary of the product(s) being proposed.

Vendor must provide the following information about its company so that the County can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a vendor to provide additional support and/or clarify requested information.

Company Background including:

- Amount of time the company has been in business
- A brief description of the company size (number of employees, revenues) and organizational structure.
- Amount of time and what experience vendor has with juror management systems and with similar clients.

C. FUNCTIONALITY: – Total Points Possible 35

Please see scope of work in Section IV. Please respond to each numbered section and confirm that your software provides this functionality. Exceptions to any of the functionality must be noted.

Also provide your implementation plan with proposed training in this section of your response.

Maintenance and Support Programs

Specify the nature of any post-implementation and on-going support provided by the vendor including:

- Telephone support (include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
- Help Desk, problem reporting and resolution procedures.

Proposals must include all software and modules that the County needs to attain the functionality stated in this RFP. Furthermore, all consulting hours needed to deliver the business requirements, including customization, configuration, and reporting, must be included in the cost proposal.

D. MWBE PARTICIPATION: – Total Possible Points 15

The County considers commitment in the level of local MWBE firms, subcontractors, consultants and employees and approach to meeting and exceeding the MWBE requirements. The firm's history of minority owned and woman owned business utilization may also be considered. Please provide a narrative describing past accomplishments in this area. Proposers may also provide their employee demographic information to demonstrate their commitment to equal opportunity.

E. COST PROPOSAL: – Total Possible Points 25

Proposer shall use the cost proposal sheet provided in Section V with detail of unit pricing broken out as an attachment. The County reserves the right to request cost and scope clarification at any time throughout the selection and negotiation process.

F. CLIENT REFERENCES:

The County considers references to be important in its decision to award a contract. During the selection process, the County will contact references provided. Vendors must provide a direct client reference contact who was involved in the vendor-led project.

G. REQUIRED COUNTY DOCUMENTS:

This tab will include Attachments A- H

3.8 INTERVIEWS/DEMOS: Demos and site visits may be required of any or all proposers. If required, the demos and site visits will be scored at 30 points.

3.9 EXCEPTIONS TO THE RFP:

All requested information in this RFP must be supplied with the proposal. Vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and the written explanation shall include

the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of such exceptions. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

SECTION IV FUNCTIONALITY

4.1 INTRODUCTION:

Chatham County seeks qualified vendors to submit proposals to provide a software-based jury management system that handles all business functions including juror summoning, rescheduling, dismissal, attendance, courtroom assignment, payment, “multi-tasking” by multiple users, and enhanced printing, scanning, and report production capabilities. Chatham County seeks a time-efficient system that is configurable to its workflow, processes, and reporting requirements.

4.2 BACKGROUND INFORMATION:

Chatham County is a one-step jury system with week-long on-call service. It utilizes a master jury list furnished on an annual basis by The Council of Superior Court Clerks of Georgia, pursuant to O.C.G.A. § 15-12-40.1.

4.3 SCOPE OF WORK:

The proposed jury management system should meet the following minimum requirements:

- 4.3.1** Meet all legal requirements, including all applicable jury statutes of the State of Georgia;
- 4.3.2** Accept the master jury list furnished on an annual basis by The Council of Superior Court Clerks of Georgia, pursuant to O.C.G.A. § 15-12-40.1 in the format provided;
- 4.3.3** Randomly select jurors from the master jury list and perform periodic checks verifying the randomness of the selection process utilized;
- 4.3.4** Select additional jurors for a week after the initial selection has been completed with the additional jurors selected being randomly assigned juror numbers picking up numerically where the first selection ended;
- 4.3.5** Maintain trial and grand jury summoning and statistical systems which utilize the same master list separate but integrated;

- 4.3.6** Convert from exports all historical data relating to the yearly state required exception list and integrate that data into the new system;
- 4.3.7** Keep historical data for all future master lists to include juror summoning, attendance, sworn status, deferral, exemptions, inactivation's, multiple juror contact addresses, record comments and record duplication information accessible through lookup by multiple methods to include juror name, voter registration number, driver's license number, week summoned and that week's randomly assigned juror number, and state provided number for trial and grand jury systems;
- 4.3.8** Form jury panels and their listings with all information required for the courtroom selection process in an efficient and timely manner;
- 4.3.9** Generate pre-trial listings of potential jurors summoned for a specified judge and trial start date;
- 4.3.10** Interface with a public access portal through which potential jurors may conveniently and safely access information they will need to have and provide prior to reporting for jury service, be deferred or excused from jury service when applicable, complete questionnaires, and attach documents to be reviewed by the jury staff;
- 4.3.11** Allow staff to send voice, text, and email messages to jurors and generate form response letters or postcards verifying deferral, excusal, exemption, failure to report, and final notice of multiple failure to report occurrences;
- 4.3.12** Scan documents, including but not limited to biographical information questionnaires, and store same in the jury management system;
- 4.3.13** Process, produce, print, and store all forms of the trial and grand jury summonses allowing for editing of individual versions when required;
- 4.3.14** Pre-sort summonses by numerical order prior to mailing;
- 4.3.15** Have scanning capability for jurors and jury staff to record attendance and questionnaire information sent by mail or submitted the day jurors report.
- 4.3.16** Integrate scanned questionnaires with public portal interface information the day jurors report for service to efficiently provide forms and panel assignments required for all jury trials scheduled to start that day;
- 4.3.17** Allow different levels of access for different users;

- 4.3.18 Easily generate multiple statistical, data entry verification, and informational reports without vendor involvement required (already built into the new system).
- 4.3.19 Offer printing of reports in various formats such as Word, Excel, and PDF;
- 4.3.20 Process juror payments and have the ability to interface or export to ERP system.
- 4.3.21 Convert a minimum of five (5) years of data from the current jury management system to the new system.
- 4.3.22 Provide three (3) or more references preferably from currently active customers in counties similar in size to Chatham County Georgia (total population approximately 287,000).

4.4 ADDITIONAL FEATURES:

The proposed jury management system ideally should also have the following features:

- 4.4.1 Interactive voice response (IVR) capabilities to allow the jury management system to process deferral, excusal, exemption, and notification requests automatically through phone/text access with limited or no staff intervention required;
- 4.4.2 Attach scanned affidavits and applicable forms to jurors' records for easy verification of receipt and content;
- 4.4.3 Expand juror record look-up ability to include look-up by date of birth and by address;
- 4.4.4 Expand ability to pre-sort summonses to allow sorting by zip code and alphabetic, if needed.

**SECTION V
COST PROPOSAL**

JURY MANAGEMENT SYSTEM SOFTWARE

RFP NO. 18-0083-1

The undersigned agrees to furnish, install and provide implementation services for **Jury Management System Software** per the requirements in the RFP for the following amounts:

The costs reflect a complete turnkey solution. Please provide detail of unit prices if necessary as an attachment. Include the costs for software maintenance and upgrades.

YEAR ONE

Software/Licenses	\$ _____
Implementation	\$ _____
Conversion	\$ _____
Interface	\$ _____
Training	\$ _____
Maintenance	\$ _____
Total Cost Year One	\$ _____

YEAR TWO

Software/Licenses	\$ _____
Maintenance	\$ _____
Total Cost Year Two	\$ _____

YEAR THREE

Software/Licenses	\$ _____
Maintenance	\$ _____
Total Cost Year Three	\$ _____

Maximum cap for future year increases _____ %
(Must be approved, not automatic)

ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY
MUST REGISTER ON-LINE AT
[HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).

This _____ day of _____ 20 ____.

BY: _____

SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO.

CONTACT NAME

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 of Georgia Annotated, related to the Drug Free Workplace have been complied with in full.

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 Jury Management System Software 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, dispensation, 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 procurement Jury Management System Software**, 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 proposal 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 (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 _____, ____, 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

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 proposal 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:

*

Alien Registration number for non-citizens.

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

ATTACHMENT F

PROPOSER'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 voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, Chatham County City of Savannah, Board of Education of local municipality. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Proposer 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)

(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 G

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

Name of Proposer: _____

Name of Project: _____ Proposal
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 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 have no contact with any public official after March 9, 2018 until award of the contract 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 Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____.

Notary Public

My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE

CC NO. 167254 **Request for Proposal**

Request for Proposals will be received until **5:00PM on OCTOBER 4, 2018** in the Chatham County Purchasing & Contracting Department, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406 for **RFP# 18-0083-1 JURY MANAGEMENT SYSTEM SOFTWARE FOR CHATHAM COUNTY.**

Request for Proposal can be downloaded and printed from the County Purchasing and Contracting website at <http://purchasing.chathamcounty.org>.

For additional information concerning specifications, please contact Peggy Joyner, at (912) 790-1626. 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 ALL BIDS AND TO WAIVE ALL FORMALITIES. "CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".


MARGARET H. JOYNER, PURCHASING DIRECTOR
CHATHAM COUNTY, GEORGIA

Savannah News- INSERT: THURSDAY, SEPTEMBER 6, 2018