

Request for Proposals-RFP # 13-0006-1

UNIFIED CASE MANAGEMENT SYSTEM

Proposals Due: March 15, 2013

Mandatory Pre-Proposal Conference: February 22, 2013 at 2:00 p.m.

February 6, 2013
Request for Proposals for Unified Case Management System
RFP# 13-0006-1

Dear Proposer:

Chatham County is soliciting proposals for a unified Case Management software system for Superior Court, State Court, Recorder's Court, Magistrate Court and the Chatham County District Attorney's office. The County's project scope, timeline, critical due dates, and other pertinent details are contained in this RFP.

A **pre-proposal conference** has been scheduled for 2:00 p.m. on February 22, 2013. The pre-proposal conference is mandatory for all proposers. The pre-proposal conference will be conducted at the Chatham County Courthouse, Clerk of Superior Court, Room 304, 133 Montgomery Street, Savannah, Georgia 31401. After the conference, a tour of the facilities will be conducted.

All proposals are due in the Office of the Purchasing Agent, 1117 Eisenhower Drive Suite C, Savannah, Georgia 31406 **no later than 5:00 p.m. on March 15, 2013**. The names of the respondents will be read at that time.

Thank you for your interest in doing business with Chatham County.

Sincerely,

Margaret H. Joyner
Purchasing Agent

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Part 1

General Information

1.1 INTRODUCTION

Chatham County is soliciting proposals for a unified case management system that not only meets the requirements set forth in this Request for Proposal (RFP), but also is flexible and scaleable in order to meet its future business and technology needs.

The purpose of the RFP is to provide interested vendors with sufficient information to enable them to propose and submit proposals for software that will fulfill the specified needs of the various Courts and Offices. Proposals should include detailed implementation, installation, maintenance and training costs.

The County seeks proposals from all interested software and implementation services suppliers that have proven experience in case management systems which can unify the case managements system for the various courts and for the District Attorney's office.

The County would like to complete the procurement process no later than August 1, 2013 and begin system implementation by shortly thereafter.

1.2 BACKGROUND

Demographics

Chatham County is the largest of Georgia's 159 counties, encompassing 438 square miles. As of the 2010 census, Chatham County had a total population of 265,128 (a 14.3% increase over the 2000 figure of 232,048). The County has a dual personality as a major tourist attraction and a successful port.

Savannah is the county seat and its historic downtown district serves as the anchor for tourism in the area.

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

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

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

State Court of Chatham County – A trial court with criminal jurisdiction limited to misdemeanors. The court has jury trials and unlimited jurisdiction of civil cases based upon dollar value. The court has three judges.

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

District Attorney - The prosecutor's office is responsible for representing the State of Georgia in all criminal matters and in civil condemnations of assets obtained as a result of illegal activities. The District Attorney's office consists of approximately 35 attorneys plus support staff. The prosecutors work in all four courts and require a secure software solution that is partitioned from the court and the public.

Project Objectives

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

1.2.2 The City and County Judicial Case Management System end users desire to replace the current system with a state-of-the-art solution, embracing best business practices embedded in the software.

1.2.3 The City and County Case Management System end users seek a vendor that will continually enhance the proposed solution to support industry best practices and requirements for case management systems.

1.2.4 In general, City and County Case Management System end users wish to implement an integrated full-function utility solution supported by a single vendor.

1.2.5 The City and County Case Management System end users wish to implement the selected solution in multiple phases in order to provide sufficient support during the implementation, without compromising its ongoing operations.

1.2.6 The City and County Case Management System end users intend to implement an out-of-the-box software package and to limit the amount of customizations (i.e., changes to source code) made to the base application.

1.2.7 The City and County Case Management System end users prefer a user-friendly, table-based software application.

1.2.8 The County ICS and City IT seek an application solution based on a user-friendly GUI or web-based user interface.

1.2.9 Functional experts within County's ICS Department and City IT Department would support the integrated application.

1.2.10 The Courts seek a system that includes easy-to-use reporting tools, tools that will enable end users to access information stored in a single, integrated relational database for analysis without requiring programmer support.

1.2.11 In addition, depending upon funding availability and vendor capabilities, the Essay section of this RFP the County ICS and City IT have identified several ancillary applications that could be replaced in the future (see section 3.9.0 hereof). The County ICS and City IT are interested in a brief discussion of the software vendor's capabilities in this area as a means of understanding the vision and future direction of the firm in these areas.

The County ICS and City IT prefer a single solution that can provide a unified case management system. Vendors may propose an integrated, single source solution including their own or a third

party product in order to provide the required functionality. The County will consider all solutions fairly on the basis of overall functionality, value and cost as further detailed in the section on evaluation criteria.

1.3 Project Scope

The specific functional areas under consideration for automation are as shown in Section 1.2 Background. The order of implementation will be agreed upon between the vendor and the Project Manager.

The County ICS and City IT intend to limit the amount of customizations (i.e., changes to source code) to the base application. The County ICS and City IT seek a system that includes development tools that will enable the Courts to meet its future needs without becoming heavily dependent upon programmer consultants.

1.4 GUIDELINES

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in elimination from further consideration.

Vendors should **take special note** of the following:

- All sections of the cost matrix spreadsheets supplied with the RFP shall be completed as required by section 3.12.0 of this RFP. The cost matrix spreadsheets are shown in Attachment 2 of Part 5. These forms, **not** vendor formatted quotes included in the proposal, will be used for identifying the entire proposal costs and special terms.
- The County is seeking a contract with a fixed price. Vendors should ensure their implementation plan covers all anticipated costs.
- Vendor should specify what training will be provided, the number of trainees allowed and the total cost. Training shall be conducted on-site.
- If the vendor plans to demonstrate a specific product, module, functionality, or service during the selection process, they must include the cost in the proposal quotes.
- All functionality identified in the Essential Functionality matrix (Attachment 3 of Part 5 of this RFP) must be included in the costs proposed in response to this RFP. Vendors should provide costs for each customization identified, and identify the specific software module required to meet each business requirement.
- In order to achieve a manageable list of functional requirements, the Essential Functionality section is intended to list certain functionalities that are important to the County, and which the County will use to evaluate the responses to the RFP. It is not intended to list every element of functionality that the County would expect any case management system to achieve.

By virtue of submitting a proposal, interested parties are acknowledging:

- 1.4.1 This RFP is a request for software and implementation services. The County will only accept proposals from software firms and not from third-party resellers.

The software firm must be the entity providing the responses to the detailed business requirements (Attachment 3-Essential Functionality). The software firm shall in all respects be considered the prime contractor and as such shall provide a 100% payment and performance bond in a form acceptable to the County to warrant the software license agreement and implementation services. **The bond shall extend to the functionality committed to in the responses to this RFP so it is important that the Essential Functionality (Attachment 3) be evaluated carefully.**

SURETY REQUIREMENTS AND BONDS

- A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.**
- B. Contractor(s) shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.**
- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.**
- D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.**
- E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount**

- 1.4.2 The County reserves the right to reject any or all proposals, in part or in their entirety, if it determines that select proposals are not responsive to the RFP. It also reserves the

right to meet and/or correspond with individual vendors at any time to gather additional information. Furthermore, the County reserves the right to delete or add functionality (i.e., modules) up until the final contract signing.

- 1.4.3 All third party software solutions proposed as part of this package to meet the functional requirements are subject to the same requirements of this RFP, unless otherwise stated. The primary software vendor will serve as the prime contact for all work related to this RFP.
- 1.4.4 The County expects to enter into a software licensing agreement and implementation services contract with the prime contractor
- 1.4.5 All vendors submitting proposals agree that their pricing is valid for acceptance for a minimum of one year after proposal submission to the County. Pricing must be submitted as a fixed price and shall be broken out as provided in the price proposal section. Proposals which do not submit pricing on a fixed price basis will be eliminated from further consideration. Payment will be tied to agreed upon milestones. Vendors are to provide all work effort needed to meet the detailed functional requirements as part of their proposal. Pricing, once accepted, shall not change during the implementation period.
- 1.4.6 The County requires that licenses for software be "perpetual" (i.e., the County purchases and retains the license to use the software forever) and of a "fixed" price nature (i.e., license fees, maintenance, and support cost schedule for first five years are presented). Furthermore, vendors must provide a "not-to-exceed" maintenance schedule for Years 6-10 (e.g., 2% escalator per year).
- 1.4.7 All firms submitting proposals are encouraged to submit the most competitive proposal possible, as the failure to do so may lead to elimination prior to software demonstrations.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration.

1.5 CONTACT

In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent, Peggy Joyner, at the address noted below. Vendors are specifically directed NOT to contact any personnel other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact may be cause for rejection of the vendor's RFP response. The decision to select a proposal is solely that of the County.

All communications regarding this RFP process should be directed in writing to:

**Peggy Joyner
Purchasing Agent
Chatham County
1117Eisenhower Drive Suite C
Savannah, Georgia 31406
(912) 790-1626**

1.6 NEGOTIATIONS

For the purpose of obtaining best and final offers the County may, at its sole option, open negotiations with one or more vendors after submission of proposals and prior to award. Vendors are directed to submit their best and final cost offer in their response. The County specifically reserves the right to award without negotiations based upon written proposals if deemed to be in the County's best interest.

1.7 PUBLIC RECORD

Information submitted by a vendor in connection with this Request for Proposals shall be subject to public disclosure after contract award as required under the Georgia Open Records Act. Trade secrets or other proprietary information designated as such by the vendor shall remain confidential as provided for by law.

1.8 INCURRED COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection demonstrations or interviews, including contract negotiations. Furthermore, at their own cost, finalists will be required to complete a detailed Statement of Work that will be part of the implementation contract before contract signing.

1.9 DISCUSSION OF PROPOSALS

The County may conduct discussions with any or all vendors who submit a proposal. Vendors must be available for a presentation at a County location to be named later on specific dates if selected for software demonstrations and/or contract negotiations.

1.10 ASSIGNMENT

The vendor may not reassign any award made as the result of this RFP, without prior written consent from the County.

1.11 SUBMISSION REQUIREMENTS

Each vendor shall submit its proposal in two (2) complete bound original and an identical electronic copy). Submittal shall be in accordance with the requirements on the covered letter and shall be clearly marked "**Unified Case Management RFP #13-0006-1** "

Vendors may submit their proposal any time prior to the opening date and time. The vendor's name and address as well as a distinct reference to the RFP must be marked clearly on the proposal submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the opening date.

Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the County's Purchasing Agent.

Proposals time-stamped after the due date and time will not be considered. Vendors shall be wholly responsible for the timely delivery of submitted proposals.

Vendors shall submit their proposals as detailed in Part 3 with tabs clearly marked with section numbers and titles. The vendor's name and address must be clearly marked on all copies of the proposal, including the electronic files.

1.12 TENTATIVE PROCUREMENT SCHEDULE

Tentative Procurement and Implementation Schedule	
2/6/2013	RFP released by the County
2/22/2013	Mandatory pre-proposal conference – 2:00 pm eastern standard time
3/1/2013	Last day vendor questions accepted regarding proposal
3/15/2013	Proposals due to the County
4/1/2013	Select vendors for software demonstrations
4/29/2013 – 5/3/2013	Software demonstrations
5/10/2013	Select short-listed vendors
May – June 2013	Site visits
6/30/2013	Best and final offers
July 2013	Contract negotiations with selected vendor
8/2/2013	Complete negotiations and Statement of Work with finalist

Note: Vendor demonstrations are an integral part of the selection process. Vendors that cannot demonstrate their software during the dates prescribed by the County may be eliminated. The agenda for software demonstrations will be distributed to vendors that have been short-listed for software demonstrations approximately two weeks in advance of the demonstrations.

1.13 PROPOSAL COMMUNICATION

Should any vendor find procedural discrepancies, omissions, or ambiguities in this RFP, they should submit a written request for clarification to the County's Purchasing Agent. The last day to submit a request for clarification is (March 1, 2013). Information and clarifications will be addressed during the mandatory pre-proposal conference. Vendors are required to attend. Answers to questions and clarifications made before, during, and after the Pre-Proposal Conference will be posted on the County's website as an addendum to the bid documents.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Request For Proposal, the addendum will be posted on the County's website. Each vendor shall ensure that they have received all addenda to this RFP before submitting their proposals. Vendors must be registered on the County's website. The requirements of all the County-issued addenda to this RFP shall be made part of the agreement between the County and the selected vendor.

1.14 REJECTION

The County reserves the right to reject any and all proposals, to waive any formality, informality, information and/or errors in proposals received, to accept or reject any or all

of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interests of the County.

1.15 EVALUATION CRITERIA

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 the following criteria which are listed in order of relative importance:

- Responses to Court's functional requirements.
- Cost and quality of the proposed software solution, training, and implementation services plan. Cost and quality of the proposed ongoing software maintenance/support services.
- Experience, demonstrated performance and financial viability of the software firm, including experience in the State of Georgia court system and at similar organizations.
- Compatibility with County and City'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.

1.16 PROJECT GOVERNANCE AND EVALUATION STRUCTURE

The County will use the following structure for the management and evaluation of the software and implementation services proposals received in response to this RFP.

Executive Steering Committee. The County's Executive Steering Committee ("ESC") consists of the executive leadership of the County. The ESC will play the main "governance" role on the project and will make the final recommendation to the County Manager who will in turn make a final recommendation to the Commission. The ESC will base its recommendation(s) on input from the Proposal Evaluation Team, as well as its own assessment of the proposed solutions.

Proposal Evaluation Team. The Proposal Evaluation Team (the "Evaluation Team") will include representatives from both the Courts, District Attorney's Office, ICS, IT and Purchasing Departments. The Evaluation Team will be responsible for tasks such as evaluating and rating proposals, participating in meetings, attending all software demonstrations, and participating in any other evaluation tasks that may be required, such as site visits. The Evaluation Team members will be responsible for evaluating the quality of the proposed software to assess its ability to meet the both County's business requirements, as well as assessing implementation strategies, prices, and other evaluation criteria. The Evaluation Team's objective is to make a final vendor recommendation to the ESC.

County Project Administrator. The County expects to hire or assign a full-time, temporary County Project Administrator who will have daily and project term responsibilities to work with the vendor to successfully achieve the project objectives.

The County Project Administrator shall provide a single point of contract to the successful vendor in the administration of project.

1.17 OVERVIEW OF THE EVALUATION PROCESS

The County will use a competitive process which may include short listing a select group of vendors. The County reserves the right to eliminate vendors and proceed with the remaining vendors, and request Best and Finals Offers from any vendors.

Selection of the final vendor may include the following steps and factors:

- Level 1 (Procurement Requirements Evaluation)
- Level 2 (Detailed Proposal Evaluation)
- Level 3 (Software Demonstrations and Reference Checks)
- Level 4 (Interviews, Customer Site-Visits)
- Level 5 (Final Contract Negotiations)

1.18 AWARD

The County reserves the right to award a contract, based on initial offers received from vendors, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer that such acceptance will be binding upon both parties. A proposing offer should therefore be based on the most favorable terms available from a price, business requirements and technical standpoint. The County may also, at its sole discretion, have discussions with those vendors that it deems in its sole discretion to fall within a competitive range. The County may enter into negotiations separately with such vendors. Negotiations may continue with a vendor to whom the County has tentatively selected to award a contract. The County shall not be deemed to have finally selected a vendor until a contract has been successfully negotiated and signed by both parties. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. Once awarded, the contract which will include this RFP document and the selected vendor's response to the RFP will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing. All contracts are subject to the approval of the County's legal counsel and County Commission.

Part 2

Terms and Conditions

GENERAL TERMS AND CONDITIONS

2.1 PREPARATION OF PROPOSALS

Proposals shall be submitted on the forms provided and must be signed by the vendor or the vendor's authorized representative

Vendors must be registered on the County's website

Vendors should quote on all items appearing in this RFP. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposals (RFP), the vendor agrees that the proposal shall be deemed open for acceptance for one year subsequent to submittal to the County.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than 3/1/2013. Any changes to the Request for Proposals will be posted to the County's website.

The vendor shall not divulge, discuss or compare this proposal with other vendors and shall not collude with any other vendor or parties to a proposal whatever unless a contractual relationship has been established.

By submission of a proposal, each vendor certifies, that in connection with this procurement:

- The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other vendor; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this proposal.
- Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to award directly or indirectly to any other vendor or to any competitor; and
- No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.2 SUBMISSION OF PROPOSALS

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified.

2.3 PROPOSAL RESULTS

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior

to the award of a contract. A list of respondents to the RFP will be posted on the County's website.

2.4 LIMITATIONS

This Request for Proposals (RFP) does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP.

2.5 PROPOSAL EVALUATION

In an attempt to determine if a vendor is responsible, the County, at its discretion, may obtain technical support from outside sources. Each vendor will agree to fully cooperate with the personnel of such organizations.

2.6 AWARD OF CONTRACT

Any agreement entered into by the County shall be in response to the proposal and subsequent discussions. It is the policy of the County that contracts are awarded, among other considerations, only to responsive and responsible vendors. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The vendor selected will be the most qualified and not necessarily the vendor with the lowest price.

2.7 MODIFICATIONS AFTER AWARD

The County reserves the right to modify the scope of work as it deems necessary during the course of implementation. The vendor shall notify the County of any additional cost or the reduction in cost related to the changed scope of work prior to proceeding with the scope change.

2.8 CANCELLATION OF AWARD

The County reserves the right to cancel the award without liability to the vendor at any time before a contract has been fully executed by all parties and is approved by the County.

2.9 AGREEMENT FORM

The Agreement form for Case Management services is provided in Attachment 5 of Part 5. Vendors may include in their response any exceptions to the Agreement form as provided in Section 3.13.0.

Matters addressed in the Agreement form are hereby incorporated as a part of this RFP include:

- Compensation
- Acceptance
- Termination
- Indemnification
- Insurance
- Intellectual Property Indemnification
- Warranties
- Payment and Performance Bonds
- Contractor Personnel
- Status of Contractor
- Change Management
- Independent Verification and Validation
- Default/Breach
- Equitable Remedies
- Liability
- Assignment
- Sub-contracting
- Release
- Confidentiality
- Conflict of Interest
- Records and Audit
- Amendment
- Merger, Scope and Order of Precedence
- Notices
- General Provisions
- Survival
- Time
- Force Majeure
- Gratuity Prohibition

2.10 EXECUTION OF AGREEMENT

The successful vendor shall sign (execute) the final Agreement incorporating all negotiated terms and scope and return such signed Agreements along with payment and performance bonds to the County within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

2.11 APPROVAL OF AGREEMENT

Upon receipt of the Agreement that has been fully executed by the successful vendor, the County shall complete the execution of the Agreement in accordance with local laws or ordinances and return the fully executed Agreement to the vendor. Delivery of the fully executed Agreement, and a County purchase order, shall constitute a notice to proceed.

2.12 FAILURE TO EXECUTE AGREEMENT

Failure of the successful vendor to execute the Agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful vendor shall be just cause for cancellation of the award.

2.13 DISQUALIFICATION

Awards will not be made to any person, firm or company in default of a contract with the County, any Georgia City, the State of Georgia or the Federal Government.

2.14 OWNERSHIP OF REPORTS

All data, materials, plans, reports and documentation prepared pursuant to any contract between the County and the successful vendor shall belong exclusively to the County.

2.15 SOFTWARE SOURCE CODE

The successful proposer shall enter into a software source code escrow agreement which shall include the following provisions:

2.15.1 Software in Escrow: Vendor agrees to maintain a copy of the software source code for the systems which were licensed to the County with an escrow agent, and to list the County as an authorized recipient of this source code in the event that the vendor ceases to do business or breaches its Agreement as described in paragraph 2.20.2 below. The source code shall be in machine readable form on media specified by the County. The escrow agent shall be responsible for storage and safekeeping of the media. Vendor shall replace the media no less frequently than every six (6) months, to ensure readability and preserve the software at the current revision level. Included within the media shall be all associated documentation to allow County to top load, compile and maintain the software. The escrow company shall report to the County when the software is updated.

2.15.2 Access to Source Code: If the vendor ceases to do business (whether by bankruptcy, insolvency, merger, sale, assignment of assets or any other reason) or ceases support of this project, and does not make adequate provision of continued support of the licensed software, or if the vendor breaches the Agreement, the vendor shall make available to the County the latest available licensed software program source code and related documentation, for the licensed software provided by the vendor; and the source code and compiler/utilities necessary to maintain the system and related documentation for software developed by third parties, to the extent that the vendor is authorized to disclose such software. In such circumstances, County shall have the right to unlimited internal use of source code and documentation.

2.16 SOFTWARE LICENSE

The vendor shall grant the County a perpetual, nontransferable, nonexclusive site license under the terms of this Agreement to use the Application Software on its Network. The County shall have the absolute right to upgrade or replace any equipment in the Network and continue to use the Application Software on the Network. The County shall not be required to pay the vendor any additional licensing fee or other fees as a result of using the Application Software in conjunction with the upgraded or replacement equipment on the Network.

The County shall be granted the right to copy the software for archival, backup, or training purposes. All archival and backup copies of the software are subject to the provisions of

the license, and all titles, patent numbers, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. The County shall also be permitted to maintain the software on multiple machines for its own use for back-up purposes.

The County will agree not to cause or permit the reverse engineering, disassembly, or de-compilation of the software.

By virtue of the agreement, the County acquires only the right to use the software and does not acquire any rights of ownership.

2.17 SOFTWARE MAINTENANCE FEES

The vendor shall waive or discount the software maintenance fee for the first year (since the software is not in production yet). The County will not pay annual maintenance fees in advance of software being accepted.

Services provided under ongoing post implementation software maintenance agreements shall include telephone support, and software upgrades unless otherwise contractually agreed upon by both parties.

2.18 ADDITIONAL USERS AND MODULES

The County will require "price protection" for two years from the system acceptance and final payment for additional County users, services or functionality that are listed in the RFP but are not initially purchased.

2.19 TAX

The County is exempt from all sales and Federal excise taxes.

2.20 EXCLUSIVITY

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the County reserves the right to obtain these goods/services from any other vendor.

2.21 DELIVERY OF THE PROJECT PLAN AND DESIGN DOCUMENT

The project plan and project design document (or other substantively equivalent implementation documents as may be agreed to by the County prior to Agreement signing) are to be delivered within a contractually specified timeframe after contract signing. Non- performance in this regard will result in penalties to be defined in contract negotiations

2.22 SEVERABILITY

If any of the terms or conditions of this RFP is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other RFP terms and conditions.

2.23 EQUAL OPPORTUNITY

The vendor shall maintain policies of employment as follows:

- 2.23.1 The vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The vendor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 2.23.2 The vendor shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

2.24 MINORITY AND WOMAN OWNED BUSINESS PARTICIPATION

- 2.24.1 The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/female, small and disadvantaged business participation in construction, professional services, and general procurement.
- a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise “Good Faith Effort” in obtaining the goal established for M/WBE participation.
- b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County Contracts Administrator, a report on Minority/Female Business Enterprise participation.
- 2.24.2 **Goals established for this project is 12% MBE / 5% WBE.**
A Minority/Female Business Enterprise (M/FBE) is a business concern that is at least 51% owned by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.

2.24.3 Bidders or proposers are required to make a **Good Faith Effort**, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

For information on the program or M/WBE contractors/vendors please contact Ms. Arneja Riley, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7860 phone, (912) 652-7849 fax, or Email alriley@chathamcounty.org.

Part 3

Detailed Submittal Requirements

GENERAL REQUIREMENTS

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Vendor responses shall be in the following format and numbered with tabs as shown:

Section	Title
	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Proposed Application Software and Computing Environment
5.0	Third-Party Products
6.0	Implementation Plan
7.0	Training
8.0	Maintenance and Support Programs
9.0	Essay Responses
10.0	Responses to Functional/Technical Requirements
11.0	Client References
12.0	Cost Proposal
13.0	Exceptions to the RFP-Specifications Exception Form
14.0	Required County Documents
15.0	Sample Vendor Documents

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

3.1.0 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 and any third-party vendors.

3.2.0 SCOPE OF SERVICES

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 products being proposed.

3.3.0 COMPANY BACKGROUND

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. Provide this information for the primary vendor and each partner and third-party team member.

- Company Background:
 - Amount of time the company has been in business
 - Most recent audited financial statements.
 - A brief description of the company size (number of employees, revenues) and organizational structure.
 - Amount of time and what experience vendor has in the case management field, particularly clients of similar size, complexity and located within the State of Georgia.
 - Evaluations of the software and/or services firm by industry analysts.
 - List of any terminated case management projects. Please disclose the jurisdiction and explain the termination.

- Client/User Base:
 - List of "live" customer installs by name and by state and indicate modules used by these agencies. The number of users should also be included. Please include:
 - Clients in Georgia and the Southeast regions of the U.S.
 - Clients similar in size to the County in terms of FTEs
 - Identify any national or regional users group
 - Any material (including letters of support or endorsement from clients) indicative of the vendor's capabilities.

- Business Partnerships and Certifications:
 - Identify any certifications held by your firm if you are implementing or reselling another vendor's products.
 - If partnering, the amount of time the implementer has worked with the software vendor and how many implementations the two parties have completed together.
 - Provide resumes of key project individuals as well as all expected system implementation staff. The County will reserve the right to request assignment or reassignment of staff at any time during the project.

3.4.0 PROPOSED APPLICATION SOFTWARE AND COMPUTING ENVIRONMENT

In addition to providing an overview of the software solution proposed for the County, the vendor must present, in detail, the key features and capabilities of the proposed application software as they relate to the County. In addition to the description, please

provide in succinct narrative form (at least one paragraph per item) answers to the following questions (see Part 4 for information on the County's current technology environment):

- Technology Architecture. When identifying the proposed technical architecture requirements, please identify the **optimal** configuration, **not merely the minimum** configuration. Recognizing the County's stated preferences in Section 4.1, vendors must include a response for each of the following issues:
- Hardware Environment: Describe the optimal hardware environment (both clients and servers) required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks (if any) of each.
- Network Environment: Describe the optimal network environment required to utilize the proposed software. In the event that there is more than one suitable network configuration, list all options, including the relative strengths and weaknesses (if any) of each.
- Operating System: Identify the operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.
- Database Platform: The vendor is requested to provide the ideal database platform choices for the proposed software. In the event that there is more than one suitable database platform, please list all options, including the relative strengths and drawbacks (if any) of each. The solution vendor should provide a qualitative discussion regarding the proposed solution's ability to perform backups irrespective of open records.
- Software Version: Identify the most current version of the software. Detail the percentage of live customers that are utilizing the proposed version of the software. Please provide a breakdown of customers (by percentage) for each version of the software currently in use. The vendor must provide during implementation the most current version of the software. All known posted and identified fixes to "bugs" within the system must also be applied at time of implementation.
- Reliance on Best Business Practices/Degree of Process Reengineering Imposed or Required. Please describe in detail the best business practices that are built into your software. How do these practices pertain to Court operations in particular?
- Competitive Advantage. Please describe any competitive advantages of your system which would distinguish your system from the competition.
- Workflow Capabilities. How does workflow (electronic routing of documents) in your system operate? Describe. How are workflow rules established? How does workflow interface with popular e-mail programs, such as Microsoft Outlook? Does the workflow use any standards?

- Administration/Development Toolsets. What application toolsets are included with the software? What unique programming requirements are there? What tools are available to customize the software (e.g., add fields, create new tables, change menus, etc.)?
- Security. What security tools are included with the software? How does your application restrict access to the following: administrative tool access, application access, menu access, record access, field access, and querying/reporting access? What is included in the user security profile? How is the security profile defined?
- Upgrade tools. What is the upgrade frequency? How are patches and fixes deployed? How are patches and fixes applied? How are upgrades applied? What happens to software customizations (e.g., user-defined tables and fields) during the upgrade? How many versions of the software does your company support? How long does a typical upgrade take to implement, in an organization the size of the County?
- Reporting and Analysis Tools. What reporting tools are available? What On-Line Analytical Processing (OLAP) tools are available? Are there any interfaces to Microsoft Office? Do the same security definitions apply to the reporting tools as to the main case management software? Please provide a list of standard reports that come “out of the box” with the software.
- Ongoing Internal Functional and Technical Support. What is the recommended make-up of the internal (County) functional and technical support team post-implementation? What is the number of staff and skill set required to adequately maintain the system after the implementation partner has left?
- Active Directory authentication and authorization
- Training: Specific elements of documentation which must be available with the system include:
 - Backups
 - System Recovery
 - Operations Manual for user management, database management, and performance tuning
 - Data Element Dictionary
 - Web Services API
 - User Manual

The system package will include a Web Services API for integration with external software packages. These external software packages will rely on case information and must share data via an interface this system.

3.5.0 THIRD-PARTY PRODUCTS

To the extent that a third-party product is required to compensate for functionality that is absent in the solution, the vendor should explicitly state the name of any third-party

products. For each third-party product, proposals must include a statement surrounding whether the vendor's contract will encompass the third-party product and/or whether the County will have to contract on its own for the product. Any third party will be subject to the same requirements as the primary software firm vendor. Finally, the vendor should provide proof that they have access to the third-party software source code (own or in escrow) and that the vendor has the ability to provide long-term support for the third-party software components of their system.

To the extent software needs to be developed or significantly modified, in addition to whatever other requirements exist hereunder, the vendor shall so state and explain the extent to which this needs to be done; the ability to deliver on time; and the business partners and capabilities of those who will perform the work.

3.6.0 IMPLEMENTATION PLAN

The vendor must provide a detailed plan for implementing the proposed software. The implementation plan **MUST** include a response to the following questions/issues:

- Provide an overview of the implementation plan, as well as the methodology used to install the software.
- What is the timeframe for fully implementing the system? If the proposal contains a phased-approach, provide the specific start and end dates for each phase, as well as listing each phase. The County has not identified a preference for the phases identified in Section 1.3 (Project Scope). The vendor must provide a cost and implementation plan. The vendor should provide a recommended implementation plan and schedule, if appropriate, based on their experience implementing their product at clients similar to the County.
- Any bug patches or upgrades that occur during the implementation will be the responsibility of the vendor with knowledge transfer to the County's technology staff. Describe the role of the County and vendor staff for bug and patch applications (if any). Vendors must include in their proposal a detailed Help Desk strategy for the County, both during the implementation, upon "go-live," and for the post-implementation period.
- Provide a matrix of "roles and responsibilities" for each major activity contained in the proposed implementation plan.
- Describe the methodology and plan for implementing any third party software, if applicable. The methodology shall include the estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- Confirm that the proposal contains the level of work effort that will be required to provide for the known customizations, modifications, and/or custom reports that the proposal response has indicated as necessary to deliver the functionality. Identify any assumptions related to these items.
- Describe the role of the County and vendor staff for interface development. Provide the assumptions related to the work effort estimates for interfaces (e.g., the specific interfaces included in the work effort estimates). Also give a brief description of the interface development process including any special toolsets that will be utilized

for the process. Refer to Part 3 Section 12 of this document for a listing and description of required interfaces.

- Describe the role of the County and vendor staff for data conversion. Provide the assumptions related to the work effort estimates for data conversion (e.g., amount and type of data to be converted). Also give a brief description of the data conversion process including any special toolsets that will be utilized. Refer to the Table in Part 3 Section 12 of this document for a list of datasets anticipated for conversion.
- Describe the role of the County and your firm in regards to necessary process re-engineering. Please provide detail as to the amount of your staff resources committed to this effort as well as an estimate to the amount of County Staff resources required..
- Provide resumes of the proposed Project Manager and the Managing Partner.

Proposals must include all software and modules that the County needs to attain the functionality stated in the detailed business requirements spreadsheets in this RFP (Part 5 -Attachment 3- Essential Functionality). Furthermore, all consulting hours needed to deliver the business requirements, including customization, configuration, and reporting, must be included in the cost proposal.

3.7.0 TRAINING

The vendor must provide a software training overview that includes:

- Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the project work team, end-users, and technology personnel.
- The role and responsibility of the software and implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).
- The role and responsibility of County staff in the design and implementation of the training plan.
- The knowledge transfer strategy proposed by the software and/or implementation vendor to prepare County staff to maintain the system and system training programs after it is placed into production.
- Descriptions of classes/courses proposed in the training plan. (The vendor should **specify the unit of measure** for its training (e.g., units, classes, days, etc.) and **define** the hours associated with these units of measure.)
- Use of third-party training resources. Vendor should identify third party partners that provide training on the use of their application and typical locations where that training is conducted.

3.8.0 MAINTENANCE AND SUPPORT PROGRAMS

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

- On-site, post-implementation support (e.g., one month of on-site support after go-live, on-site support during initial run of budget module, optional “as-needed” support (7days/week)).
- Telephone support (include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
- Special plans defining “levels” of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- Any anticipated mid-implementation upgrades. If any are planned, the estimated work effort and related costs associated with such tasks should be included in the proposal.
- Availability of user groups and their geographic areas as well as user group contact information.
- Help Desk, problem reporting and resolution procedures.
- Bug fixes and patches.
- Support provided for third-party solutions.
- Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

3.9.0 ESSAY RESPONSES

The County has some unique business process needs that must be accommodated in the case management software. Vendors are required to answer the following questions addressing these requirements (minimum of one paragraph response). These questions may appear again during software presentations and during contract negotiations.

- Please describe your system’s ability to capture and update performance data whether deliberately entered as such or captured as a by-product of system activity. The County is interested in capturing and maintaining this data for analysis and historical purposes
- Please describe your system’s data warehouse capabilities. The County desires a database that supports management decision-making processes that is able to meet the following requirements: ability to update or be updated on a regular basis; ability to contain large amounts of data from multiple systems; report writing tools that allow users to create ad hoc reports.
- Please describe your system’s records management functionality. The County is interested in digital storage and retrieval of permanent historical County records. Many of the existing documents are in hard copy and will need to be scanned, indexed and archived while other documents have been captured on microfiche and will need to be converted, indexed and archived. Please describe the functionality that is contained within your base product offering. The County is particularly interested in such capacities for use to manage accounts payable documentation by scanning and retrieving vendor invoice and proof-of-delivery type documentation.

3.10.0 RESPONSES TO FUNCTIONAL/TECHNICAL REQUIREMENTS

Responses to the detailed business requirements listed in the Attachment 3 of Part 5 of this RFP must be provided in this section of the vendor's proposal. Attachment 3 to this RFP is available upon request of the County in a MS-WORD format. Vendors are required to use the format provided and add explanatory details as necessary in the "comments" column or in a separate sheet that references the requirement number. The following answer key should be used when responding to the requirements:

F = Fully Provided "Out-of-the-Box"	CU = Customization (requiring changes to source code)
CO = Configuration (table set-up required; no changes to source code)	TP = Third Party Software Required
R = Provided with Reporting Tool	NA = Not Available

Note: Vendors must use **only one response code per requirement**. Any requirement that is not answered utilizing a single code as outlined above will be treated as a negative/non-response. The selected software vendor must warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, *the detailed requirements as stated in this RFP will become part of the software license and implementation services agreements and will be warranted as such.*

All responses that indicate that functionality is available out-of-the-box, through configuration, customization, or a reporting tool, or through a third-party product should be included in the costs submitted in this proposal. The cost for any customizations should be broken out by specific requirement and included in the in Section 12.0 of your RFP response. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.

3.11.0 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.

SOFTWARE VENDORS – Software vendors should provide at least five (5) client references that are similar in size and complexity to this procurement and have utilized the proposed system in a comparable computing environment. (Reference forms are attached to this proposal as Attachment 1 in Part 5.) Submit references for fully completed (live) installations. If a separate implementation firm is being utilized, the references should be for installations that utilized the same implementation firm.

THIRD PARTY SOFTWARE FIRMS – Using the forms attached to this RFP (see Attachment 1 Part 5), third-party software firms addressing particular functionality (e.g., budget preparation software) should provide at least five (5) references that are similar in size and complexity to this procurement and that have been used with the prime enterprise software proposed for this engagement. Submit references for fully completed (live) installations.

3.12.0 COST PROPOSAL

As section 12.0 of their response to this RFP, vendors should submit fixed price project costs for software and implementation services. Attachment 2 to this RFP provides the format that vendors must use. Attachment 2 is available upon request from County as a Excel spreadsheet.

The cost proposal must include all costs related to implementing the detailed business requirements in this RFP whether such implementation requires customization to the software or not. The County may award a purchase contract based on initial offers received without discussion of such offers. A vendor's initial offer should, therefore, be based on the most favorable terms available. The County may, however, hold discussions with those vendors that it deems, in its discretion, to fall within a competitive range. It may also request revised pricing offers from such vendors and make an award and/or conduct negotiations thereafter.

Cost schedules must be presented in the spreadsheet format presented in Attachment 2 of this RFP and submitted in Microsoft Excel and in hard copy. The County reserves the right to request cost and scope clarification at any time throughout the selection and negotiation process.

Vendors must utilize the cost schedule spreadsheets provided with the RFP. **DO NOT** use "TBD" (to be determined) or similar annotations in the cells. You may identify costs as a "not-to-exceed" amount.

Additional comments may be provided in the cost schedule spreadsheets in the designated comment areas. Vendors may **not** utilize their own standard cost sheets for submitting information. The County will look to the formatted RFP cost spreadsheets for pricing information and descriptions.

Vendors must explicitly state what is included in data conversion and interfaces, i.e., reconfirm in cost matrix what files are included in conversion (or not) and what interfaces are included in costs.

If the vendor plans to demonstrate a specific product, module, functionality, or service during the selection process, they should include the cost in the proposal quotes. If you choose to reference it as an option and not price it, it must be clearly noted in your proposal response, and clearly and explicitly identified during any demonstration or discussion.

Anticipated Number of Users:

The descriptions below are for reference purposes only and are provided as guidelines. They are not intended to be comprehensive, nor limiting. Please also note that the "named" and "concurrent" user columns are intended to be completely overlapping. In other words, each column describes the same user population in a different way, so the vendor *should not* add the two columns together to attempt to come to a total user count.

Function	Power Users	Occasional Users	Total Named Users	Maximum Concurrent Users
	A	B	A+B	
Recorders Court	28	65	93	50
Superior Court	60	75	135	90
State Court	28	65	93	50

Magistrate Court	28	65	93	50
District Attorney	60	60	120	70
Total system-wide concurrent users (i.e. estimated users signed-on to system at one time):				
Total County employees identified as named users:				

It is highly likely that some users will fall into more than one category as defined above (i.e., neither the rows nor columns are intended to be additive in any way). The breakdowns provided above are intended only to assist vendors in proposing the correct number of various types of licenses.

Vendors selected to be on the short list must discuss this issue with the County so that there is a complete understanding of the delineation of capabilities with each of the vendor’s various user licenses.

Note that the County is requiring a “site license” arrangement that will allow unlimited concurrent use of the application software by County staff.

Anticipated Data Conversions:

The County anticipates that there will be some automated data conversion required by the vendor. The following table estimates the County’s possible data conversion requirements. Note: The County reserves the right to add or delete data to be converted.

Anticipated Automated Data Conversions				
System	File	Estimated Number of Records	Years of History	File Type
RCNET	All Criminal and Traffic Records and Supporting Documents	19,005,629	14	SQL SERVER
JIMS	ALL CRIMINAL AND CIVIL CASE RECORDS AND SUPPORTING RECORDS	12 MILLION	50	SQL SERVER

Anticipated Interfaces:

The County's case management system must be able to exchange data with certain existing County systems. The following table estimates the County's anticipated interfaces. Note: The County reserves the right to delete interfaces from this list.

Anticipated System Interfaces			
Source System	Description of Data	Direction	Real-time or Batch
GCIC	Criminal Dispositions	To GCIC	Batch
DDS	Traffic Citations, Failure to Appear and Failure to appear withdrawal	To DDS	Batch
GSCCCA	Case initiation and case disposition, Fines and Fees	To GSCCCA	Batch
Dept of Corrections	Sentencing packets	TO DOC	Batch
EJC Data Exchange	Criminal and Traffic e-filing, warrant information, disposition	To Muni Courts, To Sheriff, From Muni Court, Fm Sheriff, To/Fm Law enforcement agencies in Chatham County	Batch
Tracker	Defendant and Charge Info	Bi-directional	Real-Time
Phoenix	Booking information, incarceration status	To CMS	Real-time
DAO	Charges	To CMS	Real-time
Probation	Accountability Courts	To CMS	Batch
Child Support	E-filing	Bi-directional	Batch

3.13.0 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.

3.14.0 REQUIRED COUNTY DOCUMENTS

Proposer shall submit the forms outlined in Attachment 4 in this section in Section 14.0 of the RFP Response. These forms include:

Proposal Form
Drug Free Workplace
Non-Discrimination Statement
Disclosure of Responsibility Statement
Contractor Affidavit
Subcontractor Affidavit
Save Affidavit
Debarment Certification
MWBE Certification
Lobbying Affidavit
Bid Bond as evidence that if successful, the proposer will provide payment and performance bonds

3.15.0 SAMPLE DOCUMENTS

To establish a complete and competitive proposal, vendors must include sample copies of the following documents:

- Sample training manual
- Sample user guide
- Sample functional, technical and support documentation
- Sample software license agreement
- Sample maintenance and support agreement

4.1 Current Technology Environment

In addition to providing an overview of the software solution proposed for the County, the vendor must present, in detail, the key technology features and capabilities of the proposed application software as they relate to this project (see section 3.4.0).

4.1.1 Current Technology Environment and Standards: The County prefers a solution that is compatible with its current environment and future technology vision. ***The following information provides vendors with an overview of the County's current technology environment and technology preferences.***

4.1.3 Technology Standards and Preferences for the Proposed System: In regard to the County's technology architecture as they relate to this project, vendors should take into consideration the following preferences:

Technical Function:	Preferred Technology/Platform:
Server Operating Systems	Microsoft Windows Server
Client Operating Systems	Most recent Windows Desktop OS
Database Software	Microsoft SQL
Web Server Software	Microsoft IIS
Web Browser	Microsoft Internet Explorer
Mail Server Software	Microsoft Exchange
Authentication and Authorization	Active Directory
Office Applications	Microsoft Office

The County prefers software that is standards-based and does not lock the County into proprietary technology. In addition, the County preference is for GUI-based applications running in a client-server or web-based environment. Applications should be user-friendly and table-driven, and able to utilize the County's installed Ethernet TCP/IP network.

This information is provided for informational purposes only. Vendors are encouraged to recommend the optimal environment to support its proposed solution.

Attachment 1: Reference Forms

Attachment 2: Proposed Cost Schedule

(Note these Schedules are available at the County WEB site in Excel Spreadsheet Format)

- Schedule 1: Summary
- Schedule 2: Vendor's License Fees and Annual Support/Maintenance Costs
- Schedule 3: Third Party License Fees and Annual Support/Maintenance Costs
- Schedule 4 Professional Services – Project Management
- Schedule 5 Professional Services – Data Conversion
- Schedule 6 Professional Services – Interfaces
- Schedule 7 Professional Services – Customization
- Schedule 8 Professional Services – Configuration
- Schedule 9: Training Cost
- Schedule 10: Travel and Other Costs

Attachment 3: Essential Functionality

(Note this Attachment is available at the County WEB site in pdf format)

Attachment 4: County Required Forms

- Proposal Form
- Drug Free Workplace
- Non-Discrimination Statement
- Disclosure of Responsibility Statement
- Contractor Affidavit
- Subcontractor Affidavit
- Save Affidavit
- Debarment Certification
- MWBE Certification
- Lobbying Affidavit
- Bid Bond

Attachment 5: Agreement Form and Performance Bond Forms

- Agreement Form
- Payment and Performance Bond Forms

Attachment 1
Reference Form

SOFTWARE AND IMPLEMENTATION REFERENCE FORM

Use this form for completion of Section 11.0 of your Response to the RFP

Please provide at least five (5) references for the software that most closely reflect similar consulting projects to the County's scope of work which have been completed within the past three (3) years and have involved the proposed software. These references should be sites at which the software has been **FULLY IMPLEMENTED** and is "Live". **References where system implementation is not complete will not suffice for the County's evaluation purposes.** Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Government or Agency: _____ Phone: _____

Address: _____

Government Project Manager: _____ Title: _____

Service Dates: _____ Software Program/Version: _____

Summary of Project: _____

Agency's Operating Budget: _____ Number of Employees: _____

PROJECT COST

Hardware Cost \$ _____ Implementation Services \$ _____

Software Cost \$ _____ Government's Internal Cost (if known) \$ _____

Program Interface Cost \$ _____

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating System: _____

Attachment 2
Proposed Cost Schedules

(Note this Attachment is available for download in an Excel spreadsheet at the County's WEB site: www.chathamcounty.org)

Attachment 3 Essential Functionality

Attachment 3 represents the County's Essential Functionally. This Attachment was purposefully written to concentrate on essential functions that are of unique interest to the County, and does not attempt to list the common functionality that any case management software would be expected to perform. This document is downloadable from the County's website.

The successful vendor will be required to warrant that its software will fulfill the functionality described in this Attachment, as well as, all functionality described in the vendor's literature or functionality presented in the software demonstrations..

Attachment 4

Required County Documents to be included in RFP Response

Proposal Form

I have read and understand the requirements of the request for proposal RFP # 13-0006-1 and hereby submit my response thereto. I hereby agree to provide the software and services in accordance with the requirements of RFP #13.0006-1 with exceptions explicitly noted in my response to RFP 13-0006-1. The proposed fees shall include all labor, material and equipment to provide the software and services as outlined including any travel or per diem expenses and any other miscellaneous expense involved.

Proposers must be registered as a vendor on the County's website.

SUBMITTED BY: _____

PROPOSER: _____

SIGNATURE: _____

NAME (PRINT): _____

ADDRESS: _____

COUNTY/STATE: _____ ZIP _____

TELEPHONE: (____) _____

FAX: (____) _____

E-MAIL ADDRESS: _____

INDICATE MINORITY OWNERSHIP STATUS OF PROPOSER:

CHECK ONE:

_____ NON-MINORITY OWNED

_____ AFRICAN AMERICAN

_____ HISPANIC

_____ WOMAN (non-minority)

_____ ASIAN AMERICAN

_____ AMERICAN INDIAN

_____ OTHER MINORITY

Describe _____

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.

- 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 **Unified Case Management System RFP NO. 13-0006-1** 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: _____

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, 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 **Unified Case Management System RFP NO. 13-0006-1**, 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 an 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 _____

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 contractor 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 _____

2013 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:



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 _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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: _____

* _____
Alien Registration number for non-citizens.

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:

**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, Chatham County, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

Purchasing Staff Member Verification

Title _____

Date: _____

Comments:

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001 Chapter 2

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 () _____

AFFIDAVIT REGARDING LOBBYING

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

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

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

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2011

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

BID BOND

Bidder shall post a bid bond, certified check or money order made payable to theChatham County Finance Department in the amount of 5% of the bid price.

Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.

The bidder shall forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount.

D. Bidder acknowledges Chatham County’s right to require a Performance and Payment Bond of a specific kind and origin. “Performance Bond” means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. “Payment Bond” means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

Attachment 5
Agreement Form and Performance & Payment Bond Forms

**CONTRACT BOND
PAYMENT**

**CONTRACT BOND
PERFORMANCE**

FORM OF AGREEMENT

Chatham County

Unified Case Management Software and Implementation Services
Agreement
Contract No _____

THIS Case Management Software and Implementation Services Agreement (“Agreement”) entered into as of this ____ day of _____, 20__, between Chatham County hereinafter referred to as the “**County**” and _____ **[Insert Contractor Name]**, hereinafter referred to as the “**Contractor**” any one of which may be referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS, the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the County has selected the Contractor as the proposer most advantageous to the County; and

WHEREAS, all terms and conditions of the RFP # _____ and the Contractor’s response thereto are hereby incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. “Acceptance” shall mean the approval, after Quality Assurance, of a Deliverable by the County Project Administrator as provided in Article 4.
- B. “Change Order” shall mean a document utilized to make changes or revisions in the Scope of Work.
- C. “County Project Administrator” shall mean the person designated by the County to be its point of contact for the Contractor for the administration of this Agreement.
- D. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- E. “Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a project and the project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the County.
- F. “Payment Bond” shall mean a surety bond which guarantees the Contractor’s payment to all suppliers and subcontractors.
- G. “Performance Bond” shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.
- H. “Project Manager” shall mean a qualified person employed by the Contractor who shall be responsible for managing the Contractor’s performance under the terms of this Agreement and who shall be the County’s single point of contact for all matters related to this Agreement.
- I. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- J. “Scope of Work” shall mean Attachment A to this Agreement described in Article 2.

K. “Services” means the product and services needed to fulfill the requirements of the Scope of Work.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in the Scope of Work, attached hereto as Attachment A and incorporated herein by reference. The Scope of Work shall include a description of all Deliverables to the County, a time schedule for delivery, and a fixed-price for each Deliverable.

B. Performance Measures. Contractor shall perform the Services required to complete the Scope of Work. In the event the Contractor fails to obtain the results described in Attachment A, the County may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the County of specific steps it will take to achieve these results and the proposed timetable for implementation.

C. Schedule. The due dates, as set forth in Attachment A, shall not be altered or waived by the County without prior written approval, through the Change Management process, as defined in Article 14.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. Fixed-price amounts payable for each Deliverable are specified in Attachment A.

B. Payment. The total compensation under this Agreement shall not exceed [Insert Dollar Amount]. The specified fixed-price compensation (less retainage) for each Deliverable shall be payable after Acceptance of each Deliverable. An invoice shall be rendered by the Contractor after the delivery of each Deliverable. Payment shall be tendered to the Contractor within thirty (30) days of the date of Acceptance and receipt of invoice.

C. Retainage. The County shall retain ten percent (10%) of the fixed-price Deliverable cost for each Deliverable as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of a Deliverable as set forth in the Scope of Work, Contractor shall submit an invoice with the Deliverable, or description of the Deliverable, to the County Project Administrator. Each Payment Invoice shall be for the fixed-price of the Deliverable as set forth in Attachment A, less ten percent (10%) retainage.

B. Acceptance. The County Project Administrator shall determine if the Deliverable provided meets specifications and that the Scope of Work for which payment has been requested has been accomplished. Payment shall not be deemed to constitute complete Acceptance of the Deliverable. The County reserves the right to require Contractor to remedy deficiencies as required by the warranty provisions of this Agreement.

C. Rejection. If the County rejects a Deliverable, the Contractor will have ten (10) business days to resubmit the Deliverable to the County Project Administrator with all appropriate corrections or modifications made and/or addressed. The County Project Administrator will again determine whether the Deliverable(s) is Acceptable under Quality Assurance. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the County Project Administrator. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at

law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The County may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the County may terminate this Agreement.

ARTICLE 5 – TERM

The contract shall become effective upon its execution by both Parties. Unless sooner terminated as provide herein, this Agreement shall remain in effect until the Acceptance by the County of all Deliverables required by the Scope of Work.

ARTICLE 6 – TERMINATION

A. Termination without Cause. The County may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Agreement shall become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed that that may be used by the County.

B. Termination for Cause. If, through any cause, the Contractor shall fail to furnish in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Agreement shall become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed that will actually be used by the County. In the event that the Agreement is terminated due to default, all finished or unfinished work, services, documents and materials shall become the County's property. Any amount payable to the Contractor will be determined on the basis of the value of the completed work to the County. If the work to date is determined to be of no value to the County, the Contractor shall be liable for damages to the County at least equal to the amount paid by the County to the Contractor for previous services. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement, and the County may withhold any payments until such time as the exact amount of damages due the County is determined.

D. Termination due to Non-Appropriation of Funds. This Agreement may be terminated by the County, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available for the performance of this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County terminates this Agreement pursuant to this subsection, the County shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Agreement shall become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed that that may be used by the County.

E. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

F. Termination Management. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the County property in which the County has a financial interest.
2. Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the County;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the County may direct, for orderly completion and transition;
4. Take such action as the County may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the County for all costs associated with County staff's project implementation and all payments made by the County to the Contractor for software and or services which will not be used by the County.
6. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the County in the orderly and timely transfer of files, computer software, documentation, system turnover plan, and other materials, whether provided by the County or created by the Contractor under this Agreement, to the County, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the County Project Administrator, the Contractor shall provide to the County a copy of the most recent versions of all files, software, and documentation, whether provided by the County or created by the Contractor under this Agreement.

ARTICLE 7 – INDEMNIFICATION

A. The Contractor shall defend, indemnify and hold harmless the County and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify, by certified mail, the legal counsel of the County.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the County, as necessary, to satisfy any outstanding claim that the County may have against the Contractor.

ARTICLE 8 – INSURANCE

A. General. The Contractor shall procure and maintain insurance, in the amounts and coverage set forth below, at the Contractor's sole expense, with reputable and financially responsible insurance companies. The Contractor shall furnish to the County certificates of such

insurance and renewals thereof signed by the issuing company or agent upon the County's request. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the County.

B. No Waiver. The County's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Contractor's obligation under any provision hereof.

C. Shipments. Except to the extent of comparable insurance acceptable to, or express waiver by the County, the Contractor shall, or shall cause any carrier engaged by the Contractor, to insure all shipments of goods for full value.

D. Limits and Coverage. The required amounts and coverage are set forth below:

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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Workers Compensation

Georgia Statutory including Employers Liability	
Each Accident/Disease-Policy Limit/Disease	\$100,000/\$500,000/
Each Employee	\$100,000

Commercial Umbrella

May be substituted for higher limits required above	\$2,000,000
Follow Form Umbrella on ALL requested Coverage	

Other

Professional/Errors & Omissions	\$1,000,000
---------------------------------	-------------

E. Workers Compensation. The Contractor shall require that all vendors and subcontractors at every tier under the Contractor shall have worker compensation insurance in conformity with the requirements of the State of Georgia's Worker's Compensation law.

ARTICLE 9 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the County against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the County based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the County for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Allow the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. County Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the County the right to continue using the product or service and fully indemnify the County against all claims that may arise out of the County's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the County to the extent such modification is the cause of the claim.

ARTICLE 10 - WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverables as being correct and compliant with i) the terms of this Agreement including the Scope of Work, ii) the Contractor's initial and subsequent responses to RFP _____, iii) functionality demonstrated by the Contractor to the County as part of the procurement process, and to the extent not in conflict with the foregoing, iv) Contractor's published functionality and specifications, and v) all generally accepted industry standards. This warranty encompasses correction of defective Deliverables and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases. Any Deliverable found by the County not to be correct and compliant with the forgoing requirements shall be corrected at the sole expense of the Contractor.

ARTICLE 11 – PAYMENT AND PERFORMANCE BONDS

Contractor shall execute and deliver to County, contemporaneously with the execution of this Agreement, Performance and Payment Bonds in the amount equal to 100% of the total project cost in the name of the County. The bonds shall be in effect for the duration of this Agreement. The required bonds shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor and its officers and employees arising under this Agreement including the payment to suppliers and sub-contractors to the Contractor. The County's right to recover from the bonds shall include all costs and damages associated with the transfer of services provided under this Agreement to another contractor or to the County as a result of Contractor's failure to perform.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Project Manager. The Contractor shall designate a qualified person to be its representative for managing the Contractor's performance and execution of the requirements of this Agreement. This person shall be the Project Manager.

B. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the County. Key personnel include the Project Manager and those individuals considered by the County to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

C. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the County. For all personnel, the County reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to County approval. The County, in its sole

discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The County reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the County, meeting the County's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County..

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the County.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Changes in the Scope of Work may be made only in writing with the mutual agreement of the Parties.

B. Change Order Process. In the event that circumstances warrant a change in the Scope of Work, a Change Order shall be prepared by the requesting Party for review and approval. Change Orders, once approved by the Parties, become binding as a part of the contract.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If Independent Validation and Verification ("IV&V") services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to: 1) Providing project documentation; 2) Allowing the IV&V vendor to sit in on project meetings; and 3) Supplying the IV&V vendor with any other material as directed by the County Project Administrator.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the County may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the County irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the County, and the Contractor consents to the County's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. County's rights to obtain equitable relief pursuant to this Agreement shall

be in addition to, and not in lieu of, any other remedy that County may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property arising from the Contractor's provision of Services, either at the Contractor's site or the County's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor. Contractor shall not be liable for damages arising out of, or caused by the County, or for losses occasioned by the County's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the County or any remedy that may exist under law or equity in the event a defect, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

ARTICLE 20 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the County. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the County.

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the County or, developed by the Contractor based on information provided by the County in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the County within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the County will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The County shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by both Parties.

ARTICLE 26 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. The following documents are merged into and made a part of this Agreement:

1. Request for Proposals Number 13-0006-1 and amendments or addenda thereto issued by the County
2. Contractor's initial and any subsequent responses to RFP 13006-1

This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied or referenced in this Agreement.

C. Precedence. In the event of conflict among the documents, the documents listed higher in the following list shall prevail over documents that are listed lower:

1. This Agreement
2. Scope of Work
3. RFP Number 13-0006-1 and amendments or addenda thereto
4. Contractor's Initial and subsequent responses to the RFP
5. Contractor's published manual software descriptions and manuals

ARTICLE 27 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For COUNTY
Pete Liakakis, Chatham County Commission Chairman
124 Bull Street
Savannah GA, 31401

With copy to:
_____, County Project Administrator

For CONTRACTOR

[Insert Name]

[Insert Address]

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 28- GENERAL PROVISIONS

A. Compliance with Laws. In connection with the furnishing of supplies or performance of work under the contract, the Consultant agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Contractor certifies that all equipment, services and or goods provided to the County comply with the Department of Justice ADA Title III Regulations.

B. Applicable Law. The laws of the State of Georgia shall govern this Agreement. Venue shall be proper only in a Georgia court of competent jurisdiction in Chatham County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of Georgia over any and all such lawsuits.

C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 29 - SURVIVAL

The Articles entitled Indemnification, Intellectual Property Indemnification, Liability, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 30 - TIME

Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of Georgia, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 31 - FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 32 - GRATUITY PROHIBITION

The Contractor warrants that it has not offered any gratuities, favors, or anything of monetary value to any official, employee, or agent of the County for the purpose of influencing consideration of the award of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

By: _____ Date: _____
[Insert Contractor Name]
[Insert Title]

Performance and Payment Bonds

“Performance Bond” means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. “Payment Bond” means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, and equipment.

Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.