

INVITATION TO SUBMIT

P R O P O S A L

**REQUEST FOR PROPOSALS - RFP NO.: 17-0116-7**

**TIME AND ATTENDANCE SOFTWARE SYSTEM**

**PRE-PROPOSAL CONFERENCE: 2:00 P.M., DECEMBER 15, 2017**

**PROPOSALS RECEIVED BY: 5:00 P.M., JANUARY 4, 2018**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER JAMES "JAY" JONES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER CHESTER A. ELLIS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**DOCUMENT CHECK LIST**

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

X GENERAL INFORMATION

X PROPOSAL

X SCOPE OF SERVICES

X LEGAL NOTICE

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

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

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

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

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

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

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

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

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

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

**DATE: December 1, 2017**

**RFP NO.: 17-0116-7**

**GENERAL INFORMATION FOR REQUEST FOR PROPOSALS**

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

Instructions for preparation and submission of a qualification proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink

A **pre-proposal conference** has been scheduled for **2:00 P.M., December 15, 2017** and be held at the **Chatham County Administrative/Legislative Courthouse, 124 Bull Street, 3<sup>rd</sup> Floor Conference Room, Savannah, Georgia**, to discuss the specifications and resolve any questions and/or misunderstanding that may arise.

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

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

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

SECTION I  
INSTRUCTIONS TO PROPOSERS

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

**1.2 HOW TO PREPARE PROPOSALS: All proposals shall be:**

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

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

**1.3 HOW TO SUBMIT PROPOSALS: All proposals shall be:**

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

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

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

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

- C. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.
- 1.5 **ERRORS IN PROPOSALS:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.6 **STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT AWARD:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.7 **PROPOSER:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.8 **COMPLIANCE WITH LAWS:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.9 **CONTRACTOR:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.10 **LOCAL PREFERENCE:** The Contractor agrees to follow the local preference guidelines as specified in the contract documents, which state "The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for making this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent possible. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor."
- 1.11 **DEBARRED FIRMS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing

business) **will not** be considered for contract award. It is the proposer's responsibility to notify the County if they become debarred during the RFP process. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered. Successful proposers with whom the County enters into a contract with for goods or services will notify the County if they become debarred during the course of the contract.

\*\* All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

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

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

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

## SECTION II PROPOSAL CONDITIONS

- 2.1 **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 **MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 **OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- 2.4 **COMPLETENESS:** All information required by the Request for Proposals must be

completed and submitted to constitute a proper proposal.

**2.5 LIABILITY PROVISIONS:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.

**2.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and
- (3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

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

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

**2.9 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being

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

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

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

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

- 2.11 INSURANCE PROVISIONS, GENERAL:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. It is every Contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance and Declaration Sheets for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**

**2.11.1 General Information that shall appear on a Certificate of Insurance:**

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

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

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

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

### **2.11.3 Special Requirements:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before

services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.

- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

**2.11.4 Additional Coverage for Specific Procurement Projects:**

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

<u>Minimum Limits:</u>	\$1 million per claim/occurrence.
<u>Coverage Requirement:</u>	If "claims-made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

**2.12 INDEMNIFICATION:** The PROPOSER agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the PROPOSER or its subproposers. The PROPOSER's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. PROPOSER further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold

harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the PROPOSER or his subcontractors or anyone directly or indirectly employed by any of them.

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

- 2.13 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.14 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Director or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.15 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Director or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.16 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
  - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
  - C. Upon completion of the work, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
  - D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia,

Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

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

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

If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County's M/WBE Coordinator, please contact Connell Heyward, at (912) 652-7860 or [cheyward@chathamcounty.org](mailto:cheyward@chathamcounty.org).

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

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

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

BY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
TITLE

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

# REQUEST FOR PROPOSALS

## GENERAL CONDITIONS SECTION III

**DESCRIPTION AND OBJECTIVES:** Chatham County is seeking proposals from firms qualified and interested in providing a Time and Attendance Software System for various departments of Chatham County.

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

**STEP 1 - ACCEPTANCE AND EVALUATION OF PROPOSALS:** All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without consideration. A shortlist of qualified firms will be developed and ranked.

The evaluation committee will make the selection of the firm which it believes is best qualified to provide the software, cost proposal and other qualitative factors considered. It is emphasized that the firm which offers the lowest cost proposal will not necessarily be the firm selected. The selection will be made of that firm which provided the best proposal. "Best" is defined as the best combination of qualitative factors and cost proposal.

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

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

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

**STEP 2 – DEMONSTRATIONS AND SITE VISITS:** The evaluation committee **may** request demos from shortlisted vendors and *may* decide to conduct site visits with similar clients. It is the sole responsibility of the evaluation committee to determine if demos will be required. If demos are conducted, each of the “short-listed” firms will be scheduled for a demonstration. The demos will be scored and the points added to the total score.

- 3.2 PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **2:00 P.M., on December 15, 2017, at the Chatham County Administrative/Legislative Courthouse, 124 Bull Street, 3<sup>rd</sup> Floor Conference Room, Savannah, Georgia.** Representatives from Chatham County will be in attendance. Attendance assures that all competitors hear the same information, can ask questions and suggest constructive changes to the solicitation.
- 3.3 PROPOSAL DEADLINE:** The response to this ‘Request for Proposal’ must be received by the Purchasing Division no later than **5:00 P.M., January 4, 2018.** Any proposal received after the time stipulated may be rejected and returned unopened to the proponent. It is emphasized that late proposals may be rejected.

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

- 3.4 WITHDRAWAL OF PROPOSAL:** Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.
- 3.5 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by the County, the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion (except for as provided by Georgia law for proprietary information). The details of the proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners. Proponent shall have no contact with any Department Representative or Evaluation Committee Member during and after the evaluation process. Any information contained in the proposal that is considered by the Proponent as “proprietary” to remain confidential shall be clearly identified and justified.
- 3.6 CONE OF SILENCE:** Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any

member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

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

- A. Introduction/Cover Letter
- B. Experience and Qualifications
- C. Functionality/Technical Approach
- D. M/WBE Participation
- E. Cost Proposal - Submit using Cost Proposal Form
- F. References
- G. Other Relevant Facts/Information
- H. Attachments

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

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

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

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

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

**3.11 INQUIRIES:** Direct any questions related to this RFP to Ms. Robin Maurer, Asst. Purchasing Director, and submit all questions in writing. Include the RFP number, page, and paragraph number as a reference to each question. If you choose to mail your questions, do not place the RFP number on the outside of the envelope. *DEADLINE FOR ALL*

*QUESTIONS IS one week prior to due date.* All questions shall be delivered by hand, mail, fax or e-mailed as follows:

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

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

- 3.12** **METHOD OF SOURCE SELECTION:** Chatham County is using the Competitive Sealed Proposal method of source selection, as authorized by Part 3 of the Chatham County Purchasing Ordinance for this procurement.

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

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

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

#### SECTION IV SPECIAL CONDITIONS

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

**4.3** **SELECTION PROCESS:** *Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent.* Further evaluation may include an oral presentation/demonstrations will be scheduled after receipt of the written proposal and approval of the shortlist.

**4.4** **PROPOSALS MUST BE RESPONSIVE TO:**

**4.4.1 INTRODUCTION/COVER LETTER (SECTION A):** You should provide no more than a two (2) page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and fax number of one (1) contact to whom any correspondence should be directed. This section should include a clear statement of the Proposer's understanding of this RFP and the contract requirements, and how the Proposer intends to meet the RFP requirements.

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

- A. Provide a summary of your firm's experience and qualifications to perform the requested services. Detail how many years of experience the firm has in supporting a solution similar to the scope of services with other government agencies.
- B. Provide a brief summary of the qualification of those individuals who will serve as the County's project team and state what role each team member will play.
- C. Provide a list of similar projects performed in the last five years with a brief narrative of each project, client, services provided by the consultant, value of services, current status on date of completion, project management, client's project manager's contact information.
- D. Describe or list any metrics you have from your clients about their satisfaction or year over year retention.
- E. State if your company employs all company employees physically in the United States.
- F. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under.
- G. Provide complete details of any contract that your firm has been fired during the last five (5) years.

**4.4.3 FUNCTIONALITY/TECHNICAL APPROACH - TOTAL POSSIBLE POINTS: 30 (SECTION C):**

- A. 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 software as it relates to the County. Please see attached Chatham County IT standards.
- B. For each number and letter contained in Section 5.5, proposer shall state how their proposed solution can meet those requirements.
- C. Hardware Environment: Describe any hardware required to utilize the proposed software. Provide detail of proposed hardware and detail of their functionality.
- D. 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.
- E. Competitive Advantage: Please describe any competitive advantages of your system which would distinguish your system from the competition.
- F. 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?
- G. 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?
- H. The proposer must provide detail of proposed software training and assistance in configuring the system.
- I. Describe the nature of any post-implementation and on-going support provided by the vendor including: a.) on-site, post-implementation support, b.) telephone support (include toll-free support hotline, hours of operation, availability of 24/7/365 hotline etc., help desk, problem reporting and resolution procedures.
- J. Include project timelines and schedules for performance of each task and proposed acceptance criteria.
- K. As part of this section, proposers shall respond to the following:
  - 1. Is your solution based on an Open architecture?

2. Please provide documentation on your API.
3. Are your solutions cloud based?
4. What are your disaster recovery plans?
5. What is your latest security accreditation?
6. What is your uptime over the last 24 months?
7. How many redundancies are built?
8. What tier of standards does your hosting facility?
9. Are there storage limitations to the amount of data housed?
10. Are their restrictions to how long data can be stored?

**4.4.4 MWBE PARTICIPATION - TOTAL POSSIBLE POINTS: 15 (SECTION D):**

Commitment in the level of local MWBE firms, subcontractors, consultants and employees. Approach to meeting and exceeding the MWBE requirements. History of Minority-owned, Women-owned business utilization. Disadvantaged Firm Involvement. Narrative describing past accomplishment in this area. Proposers may also provide their company's employee demographic information regarding their company's commitment to equal opportunity.

**4.4.5 COST PROPOSAL - TOTAL POSSIBLE POINTS: 20 (SECTION E):**

Proposers shall use the cost proposal sheet provided with detail of unit pricing broken out as an attachment. Vendors should submit pricing for all components of the Time and Attendance Software System.

The County reserves the right to request cost and scope clarification at any time throughout the selection and negotiation process.

**4.4.6 REFERENCES – TOTAL POSSIBLE POINTS: 5 (SECTION F):** Please provide at least three (3) references, preferably government clients for who you furnish(ed) time and attendance software systems. Please provide the client's name, address, phone number and the name of a contact person. Chatham County is interested how long that reference has been your client.

**4.4.7 INTERVIEWS/DEMONSTRATIONS (IF REQUIRED) – TOTAL POSSIBLE POINTS: 30** – Demonstrations shall be based on the functionality of the proposed system.

**4.5 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.

#### **4.6 REQUIRED COUNTY DOCUMENTS:**

Proposer shall submit the required County documents in the RFP Response. These forms include:

- Proposal Form
- Drug Free Workplace
- Non-Discrimination Statement
- Disclosure of Responsibility Statement
- Contractor Affidavit
- Subcontractor Affidavit
- Debarment Certification
- MWBE Certification
- SAVE Affidavit
- Lobbying Affidavit
- Evidence that if required, the proposer will provide payment and performance bonds
- Information Technology Vendor Policy
- Saas Agreement

#### **4.7 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 agreement for software, maintenance and support

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

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

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

### **SECTION V TECHNICAL SPECIFICATIONS**

**5.1 BACKGROUND AND OBJECTIVES:** Chatham County Government is seeking proposals from qualified firms for hardware and a software system to facilitate consistent,

accurate and efficient time and attendance data collection and reporting, with a robust, configurable software platform and hardware options (i.e. time clocks) that takes advantage of latest technologies. Must meet the Chatham County Government IT standards. The minimum requirements are contained in the technical specifications. All proposers will either complete and include in their proposals as an attachment the Information Technology Vendor Agreement or the Chatham County SaaS Agreement applicable to the solution being proposed.

## **5.2 CURRENT ENVIRONMENT:**

### **A. Chatham County Government**

Chatham County Government currently collects time and attendance in various ways across 65 departments which is used to manually enter into our payroll system in Munis. Currently these processes support approximately 1,800 employees and is growing. The County has 1,966 full-time employees and 277 part-time employees. Three departments, Facilities Maintenance (3 full-time and 1 part-time), Public Works (6 full-time), and Sheriff's Dept. (646 full-time) have employees that work shifts.

The primary objective is to select a commercial off the shelf package to provide; efficient, consistent, and accurate, data collection of time and attendance for all Chatham County Government employees. A system that supports our government laws, rules and processes. Provides employees with user friendly tools for managing their time using a self-service dashboard for access and visibility into workforce management. A System that easily interfaces with our current payroll system in Munis along with providing standard and custom reports and labor analytics for management and reduces payroll transaction and reporting time. In addition to software/system, provisions for time and attendance hardware should be included (i.e. time clocks, etc.) It is estimated that 130 employees will need to be able to edit and approve and 51 will require running reports.

## **5.3 CURRENT USERS:**

### **A. Chatham County Government**

All Employee

Chatham County Payroll Department

Chatham County HR Department

Chatham County Finance

Chatham County Constitutional Officers (Sherriff's,

D.A., Courts, etc.)

### **B. IT: Indirect Interaction**

The IT department is responsible for ensuring that all the technology (computers,

data center and internet) required to run software application, is operational.

#### **5.4 PROJECT OBJECTIVE:**

The overall objective of the project is to review, select and implement a secure, software (cloud or self-host based) system and data collection devices that enables Chatham County Government to collect, analyze and report time and attendance and associated data:

- A. Single, consistent process for collecting time and attendance data
- B. Eliminate double entry of shared information
- C. Securely and easily interface with payroll & other data sources
- D. Automate routine tasks
- E. Optimize pay and shift rules
- F. Increase payroll accuracy
- G. Internal controls for multi-level authorization
- H. Accrual management
- I. Increase time recording data security
- J. Increase efficiency in the payroll process & reduce manual processes
- K. Reduce paper and paper-oriented processes
- L. Improve ease and flexibility of reporting
- M. Provide employee self-service with accurate, real-time information

#### **5.5 SYSTEM FUNCTIONALITY AND FEATURE REQUIREMENTS:**

##### **5.5.1 Generating Management Reports**

- A. Ability for administrators to access features to control what type of information users are allowed to report on
- B. Ability for administrators to create and customize reports on system and employee data
- C. Ability for administrators to pre-configure reports that are to be used by supervisors
- D. Provide a variety of report categories and templates, pre-installed
- E. Ability to import and export data through Microsoft software
- F. Ability to manage and report various forms of leave and compensation, including compliance such as

FMLA, ACA and other state and federal regulatory requirements

### **5.5.2 Information Management Reports**

- A. Standard reports based on management and business best practices
- B. Powerful, comprehensive onscreen searching capability
- C. Quick exporting of any search results data to Microsoft software
- D. Ability to create custom reports
- E. Ability to create ad-hoc reports
- F. Robust, highly configurable, Dashboard providing at-a-glance view of the key performance indicators (KPI)
- G. Ability to create reports with accurate, real time data
- H. Offer flexibility in choices of data collection devices to include; biometric, swipe, web, telephone and mobile apps

### **5.5.3 Time and Attendance Management**

- A. No limit on number of employees in system
- B. No limit on the number of pay codes and rules
- C. Configurable rules set up by department, program codes, etc.
- D. Ability to easily setup, modify and track, parameter driven pay rules (i.e. shift, policy, holiday, accrual, etc.)
- E. Robust timesheet review, editing and approval capability for supervisors
- F. Audit log to track edits, deletions and adjustments
- G. Reason codes and notes to prevent disputes over data changes
- H. Ability to process retro-pay adjustments to prior pay period
- I. Ability to set up multiple approvals levels / tiers and approver delegation
- J. Support events notification in multiple types of devices, (i.e. phone, web, mobile apps, text, etc.)
- K. Allow for exception based entry of salaried employees
- L. Ability to view real time and attendance data

### **5.5.4 Employee Access**

- A. Web based, user friendly self-service portals for all user types
- B. Self-service user accounts accessible to employees via web, time clocks, mobile apps or phone in system
- C. Ability for employees to access their own time and attendance information on-line

- E. Ability for employees to access their leave balance, accruals, etc. on-line
- F. Single sign on
- G. Allow ease of access and traceability for notifications to supervisors, requests for leave and other employee events and approvals / notifications from supervisors through multiple communication types

#### **5.5.5 Mobile Time and Attendance**

- A. Access data collection from mobile devices (phone, smartphones and web)
- B. Update data collection orders from mobile devices (phones, smartphones and web)
- C. Submit leave request from mobile devices
- D. Access employee self-service accounts from mobile devices

#### **5.5.6 Application Integration**

- A. Supply a link to vendors' website for user manuals and on line help
- B. Ability to integrate with our ERP software (Munis)
- C. Ability to access system with current Microsoft tools

#### **5.5.7 Accounting**

- A. Real-time labor collection, analytics and reporting
- B. Capture reporting user information

#### **5.5.8 Risk Management**

- A. Possess application security certification through a third party external penetration and security testing for a minimum of five (5) years
- B. Provide full service information security for infrastructure and application security to guard against remote adversaries and protect against threats

**SECTION VI  
EVALUATION AND AWARD  
TIME AND ATTENDANCE SOFTWARE SYSTEM**

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

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

<i>Evaluating Factor:</i>	<i>Points Possible:</i>
<i>Experience and Qualifications</i>	30
<i>Functionality/Technical Approach</i>	30
<i>M/WBE Participation</i>	15
<i>Cost Proposal</i>	20
<i>References</i>	5

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

**6.2 CONTRACT AWARD:**

6.2.1 Successful Proponent will be asked to submit his/her firms' contractual issues for consideration in the Chatham County contract. Proposals will become part of the contract.

6.2.2 No work shall be performed under the contract until a contract has been fully executed by both parties. A notice to proceed will be issued by Chatham County.

**REQUEST FOR PROPOSAL  
RFP NO. 17-0116-7  
TIME AND ATTENDANCE SOFTWARE SYSTEM  
CHATHAM COUNTY, GEORGIA**

**COST PROPOSAL FORM**

I have read and understand the requirements of this proposal, RFP #17-0116-7, and agree to furnish a Time and Attendance Software System for various departments of Chatham County per the requirements in the RFP for the following amounts.

The costs reflect a complete turnkey solution. Please provide detail of unit prices as an attachment. Describe hardware and software maintenance and upgrades and service plans.

<b>YEAR 1</b>	
Hardware	\$
Software/Licenses	\$
Implementation/Integration	\$
Training	\$
Maintenance	\$
Customer Support	\$
<b>Total Cost Year One</b>	\$
<b>YEAR 2</b>	
Hardware	\$
Licenses	\$
Maintenance	\$
Customer Support	\$
<b>Total Cost Year Two</b>	\$
<b>YEAR 3</b>	
Hardware	\$
Licenses	\$
Maintenance	\$
Customer Support	\$
<b>Total Cost Year Three</b>	
Maximum cap for future year increase	%

(Must be approved not automatic	
---------------------------------	--

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

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

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

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

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

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

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

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

**ATTACHMENT A**

**DRUG - FREE WORKPLACE CERTIFICATION**

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

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

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

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
DATE

**ATTACHMENT B**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

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

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

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham **County project for TIME AND ATTENDANCE SOFTWARE SYSTEM** hereby consent, covenant and agree as follows:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT C**

**DISCLOSURE OF RESPONSIBILITY STATEMENT**

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

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

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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.

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

---

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

---

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

---

6. List any contracts not completed on time.

---

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

---

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

---

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that

Company Name \_\_\_\_\_

the above statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_ by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

Resident State: \_\_\_\_\_

DPC Form #45

**ATTACHMENT D**

**CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

\_\_\_\_\_  
Name of Contractor

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

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

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

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 ( ) \_\_\_\_\_

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

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

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

**OR**

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

**OR**

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

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

Signature of Applicant:

Date

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

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

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

Notary Public  
My Commission Expires:

**ATTACHMENT H  
AFFIDAVIT REGARDING LOBBYING**

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

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

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

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

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

Resident State: \_\_\_\_\_

October 3, 2014

All vendors responding to either an RFP or bid package of Chatham County for information technology related services must adhere to the following requirements:

1. Applications will authenticate users via the central Active Directory LDAP tree.
2. The vendor will never destroy production data in any way without written permission from the Chatham County Information and Communications Director, the County Manager, or designee.
3. The vendor will only modify production data with written permission from the data owner **and** ICS. Modifications to any production system files, including logs, will be completed by ICS staff only.
4. Vendors will be accompanied by ICS personnel for all work performed within the datacenter.
5. Vendors will leave a complete set of media and documentation for all applications or hardware installed. The documentation must include, at a minimum and where applicable:
  - a. Database management
  - b. Administration manuals, including performance tuning, user management, backup and recovery, and other common system tasks
  - c. System programming manuals, including the API manual(s)
  - d. User manual
6. Any database technology used must be Microsoft SQL server and the application must always support the most current version and at least one prior release. In addition:
  - a. The SQL server must also authenticate users by querying our LDAP tree. As of this writing, that technology is known as “Windows Authentication.”
  - b. The principle of least privilege will be used for all SQL logins/users. The “sa” account will not be used or accessed by the vendor or vendor’s application; neither will any logins/users be granted the “sysadmin” fixed server role.
  - c. The application must coexist on database servers with multiple other application databases from other vendors.
7. The licensing or permission to execute may not be bound to a specific processor, hard drive, or other specific hardware (such as USB dongles) and instead must be licensed to run on any compatible hardware owned or purchased by Chatham County.
8. Provisions must exist which provide Chatham County continued use of the software or hardware in the event the vendor or manufacturer should go out of business.
9. Applications and hardware must operate and support a 64-bit environment.
10. A FISMA compliance report should be submitted with this signed policy. (An internal FISMA compliance study is acceptable. More information can be found at <http://csrc.nist.gov/groups/SMA/fisma/index.html>)

\*\* All hosted/cloud-based solutions should provide reasonable equivalents where applicable.

\*\* Chatham County Information and Communications Services may choose to selectively ignore any one of these requirements as needed.

By signing below, the vendor or vendor representative is accepting these policies. As well, the vendor agrees to correct any conflicts with these policies or pay for the associated damages or consequential costs to Chatham County to take reasonable corrective action.

Vendor \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# Chatham County SaaS Agreement

## Data Ownership

- The contract must clearly state that the data is the sole property of Chatham County (“the County”) at all times. No data, or meta-data, either in whole, part, summarized or aggregated will be given to any other party without the express permission of the county.
- The format of data return format must be agreed on before signing.
- The cloud services provider (Vendor) is never be allowed to withhold the county data for any reason. The contract should mandate that the County be able to access and retrieve its data stored in the cloud at its sole discretion.

## Data Security

- Data Backup, Security, Integrity is the Responsibility of the Vendor. The County reserves the right to conduct 3rd party Audits.
- The contract should specify contingencies for Legal Data Holds, and E-discovery.
- The contract should specify the vendor’s obligations in the event of data breach and/or unauthorized access.
- The contract should specify minimum disaster recovery and business continuity requirements and ensure that the vendor meets these minimums.
- The contract should provide a mechanism for the County to require the vendor destroy specified records as requested.
- The County needs to ensure that the data is fully segregated from another customer’s data.
- The vender must specify if the data will be stored in the United States. Including backups, replication, and technical support access.

## Application and Security

- For web applications, the application must work within supported County browsers – currently only Internet Explorer. If not a web app, the software must be compatible with existing hardware. The vendor is responsible to support all updates and patches.
- Federated security that integrates with Microsoft Active Directory is preferred.
- SSL should be used to protect Point to Point data transmittals.
- The vendor needs to verify has external audits and security certifications and if their infrastructure complies with some regulatory security requirements.
- Chatham County data will not be used for sale, by either aggregated data collection or any other variant. The vendor agrees to remove all content from their servers once we finalize contract termination.

## Pricing

- There will be zero cost to the County for data return/data extraction due to termination of contract with the time of return being at the sole discretion of Chatham County.

## Contract Management

- The Contract is between the County and the Vendor, not the employee who is assigned to use the service. Contract modifications must be conducted only by specified personnel and in writing. No “Click-Wrap Agreements” or “On-Screen” user agreements are enforceable under this contract.

## Termination

- The contract should state that the County can terminate the contract “at any time without having to show cause and without additional fees or penalties.” The contract should require the vendor to provide advance notice of 60 days before service discontinuation. As previously noted, the contract should specify how data will be retrieved/returned upon termination by either party.
- Contract Termination clause should clearly state that, regardless for the reasons of termination (including customer breach), the Vendor must promptly return all of the County’s data in a pre-arranged format.
- In the event of the Vendor bankruptcy, all data must to be returned to the County and all traces eliminated from system and backup.

## Contingencies

- Vendor must provide a complete Service Level Agreement in the proposal, and as part of the final contract, outline the service levels for:
  - Uptime
  - Response time
  - Data backup restore
  - Customer and technical support

## Outsourcing

- The cloud vendor is directly responsible for all terms of the contract, regardless of outsourced functions.
- The contract should require the vendor to inform the County of any outsourced functionality and its provider.
- No assignment of the contract or components of the contract can occur without explicit, written agreement from the County.
- All legal or regulatory requirements that apply to the County data must be supplied by the Vendor. (Example HIPPA)
- In the Event of the vendor being merges or is sold, all contract obligations and conditions must be transferred.

\* Chatham County Information and Communications Services may choose to selectively ignore any one of these requirements as needed.

By signing below, the vendor or vendor representative is accepting these policies. As well, the vendor agrees to correct any conflicts with these policies or pay for the associated damages or consequential costs to Chatham County to take reasonable corrective action.

Vendor \_\_\_\_\_ Date \_\_\_\_\_

LEGAL NOTICE

CC NO. 167000

REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 P.M. on JANUARY 4, 2018** in **Chatham County Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA. RFP NO. 17-0116-7 TIME AND ATTENDANCE SOFTWARE SYSTEM.**

**A PRE-PROPOSAL CONFERENCE** will be held at **2:00 P.M., on DECEMBER 15, 2017, AT THE CHATHAM COUNTY ADMINISTRATIVE/LEGISLATIVE COURTHOUSE, 124 BULL STREET, 3<sup>RD</sup> FLOOR CONFERENCE ROOM, SAVANNAH, GEORGIA.** You are encouraged to attend.

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

County reserves the right to require payment and performance bonds or other forms of surety satisfactory to the County Attorney.

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

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

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MARGARET H. JOYNER, PURCHASING DIRECTOR

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SAVANNAH N/P INSERT: December 4, 2017