



COBB COUNTY PURCHASING DEPARTMENT

100 Cherokee Street, Suite 260
Marietta, Georgia 30090
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.cobbcounty.org/purchasing

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT
100 Cherokee Street, Suite 260
MARIETTA, GA 30090

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**

► *Official Signature is required on this form guaranteeing the quotation.*

- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**

► *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*

- **BID BOND (NOT REQUIRED)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “SEALED BID LABEL” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

Advertisement for Request for Proposals

Cobb County will receive Sealed Proposals before **12:00 noon, February 11, 2016** in the

**Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, Georgia 30090**

No bids will be accepted after the 12:00 noon deadline.

**Sealed Bid # 16 – 6111
Request for Proposal
Consulting Services for Unified Court Case Management System
Cobb County Information Services Department**

**Pre-Proposal Meeting: January 29, 2016 @ 9:00 A.M.
Cobb County Board of Commissioners Conference Room
100 Cherokee Street, 3rd Floor
Marietta, GA 30090**

Proposals are opened at 2:00 p.m. in the Cobb County Board of Commissioners Room, 2nd Floor, 100 Cherokee Street, Marietta, Georgia 30090.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.cobbcounty.org/purchasing.

Advertise: January 15, 22, 29 2016
February 5, 2016

BID SUBMITTAL FORM



SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, GA 30090

BID/PROJECT NUMBER: 16-6111
Request for Proposal
Consulting Services for Unified Court Case Management System
Cobb County Information Services Department

DELIVERY DEADLINE: FEBRUARY 11, 2016 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: February 11, 2016 @ 2:00 P.M. in the Cobb County Board of Commissioner Meeting Room, 2nd Floor, Marietta, Georgia, 30090.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **16-6111**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:

Cobb County Purchasing
100 Cherokee Street, Suite 260
Marietta, GA 30090

SEALED BID # 16-6111 DATE: February 11, 2016

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposal – Consulting
Services for Unified Court Case Management System

VENDOR: _____

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
100 Cherokee Street, Suite 260
MARIETTA, GA 30090

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"

SEALED BID NUMBER 16-6111

Request for Proposal

**Consulting Services for Unified Court Case Management System
Cobb County Information Services Department**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 100 Cherokee Street, Suite 260, Marietta, GA. 30090 -Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

Sealed Bid # 16-6111

**Consulting Services for Unified Court Case Management System
Cobb County Information Services Department**

Bid Opening Date: February 11, 2016

**Pre-Proposal Conference: January 29, 2016 @ 9:00 AM (E.S.T.)
Cobb County Board of Commissioners Conference Room
100 Cherokee Street, 3rd Floor
Marietta, GA 30090**

**Proposals Are Received In the Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, Georgia 30090**

Before 12:00 (Noon) By The Bid Opening Date

**Proposal Will Be Opened In the Cobb County Board Of Commissioner Meeting Room at 2:00 pm
2nd Floor, 100 Cherokee Street
Marietta, GA 30090**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 8 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

REQUEST FOR PROPOSAL

CONSULTING SERVICES FOR UNIFIED COURT CASE MANAGEMENT SYSTEM

COBB COUNTY BOARD OF COMMISSIONERS INFORMATION SERVICES DEPARTMENT

SEALED BID #16-6111



**REQUEST FOR PROPOSAL
CONSULTING SERVICES
FOR UNIFIED COURT CASE MANAGEMENT SYSTEM
INFORMATION SERVICES DEPARTMENT
SEALED BID #16-6111**

I. INTRODUCTION

COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, provides services for the safety and general welfare of an unincorporated population of over 700,000 residents. Such services are provided under the authority of the Board of Commissioners and the Constitutional Officers of the County.

Rapidly increasing technological advances provide significant opportunities for the Cobb Judicial Circuit to further critical objectives and initiatives. Furthering these objectives and initiatives only serves to benefit and encourage public safety; open courts; efficient administration of cases and court operations; preservation of court records; and the instant interchange of information among the courts, the public and other governmental agencies.

Cobb County Government is planning to acquire a new Unified Court Case Management System (CMS) to serve the needs of all users within the Cobb Judicial Circuit. A modern CMS should deliver the following, including but not limited to:

- Electronic sharing of information within the court system and with justice partners
- User friendly interface
- Enhanced and efficient case tracking
- Facilitate better informed decision making
- Enable rapid dissemination and enforcement of court orders
- Improve support to litigants
- Improve access to data and enable access anywhere, anytime for the public and members of the justice community
- Support electronic sentencing orders
- Support electronic filings and payments
- Reduce delays in processing paperwork
- Comprehensive accounting module
- Integration with Enterprise Document Management system (OnBase) to facilitate the move to a more paperless environment
- Provide statistics and reports for enhanced court management
- Provide judicial technology tools in the courtroom to assist judges in performing their duties

Cobb County Government is soliciting competitive written proposals from interested and qualified vendors to provide consulting services to:

- Play a central role in identifying and developing the requirements for the CMS RFP
- Provide guidance to Cobb County during the CMS Vendor selection process
- Provide oversight during the CMS implementation. (The county will determine at a later date if these services will be required. Please include the costs for these services on the proposal schedule form.)

One successful candidate will be selected and invited to enter into a contractual relationship with Cobb County for the services outlined in this RFP. In this RFP, the terms Proposer and Consultant are used interchangeably unless the context indicates otherwise.

II. COBB COUNTY JUDICIAL CIRCUIT OVERVIEW

A. State Court of Cobb County

The State Court of Cobb County, created by a legislative act, is comprised of twelve elected judges, their support staff, an elected Clerk of the State Court and an appointed Director of State Court Services. Cases brought before the judges are completed by way of jury and non-jury trials in addition to pleas and settlements.

The State Court of Cobb County conducts jury trials on misdemeanor and civil cases that request a trial by jury. All criminal jury trials in this court are tried before a six-person jury. Civil cases, wherein the amount of the claim exceeds \$25,000.00, can request a twelve-person jury.

The Official Code of Georgia, Section 15-7-4, provides authority for the following matters to be handled by the State Court of Cobb County:

- Criminal cases below the grade of felony (Misdemeanor)
- Civil actions (Lawsuits) without regard to the amount of controversy, except those actions in which exclusive jurisdiction is vested in Superior Court
- Traffic cases
- Garnishments
- Eviction Proceedings
- Personal Property Foreclosures
- Domestic Violence Hearings

The Clerk of the State Court performs all administrative functions of the State Court as prescribed by law and court rules. This office is responsible for maintaining accurate and complete records of all court proceedings, including all traffic offenses, misdemeanors and certain civil actions. In addition, all monies of the court are received and disbursed by the clerk.

The Director of State Court Services and staff work to support the Judges through overall administrative management of the court, summoning and management of jurors for the courtroom, and supervising defendants through the probation arm of the court, known as the Sentence Enforcement Unit.

Functional Areas

- Judges
 - Judicial Proceedings to include accountability courts (i.e. DUI Court and Behavioral Health Court)
- State Court Services
 - Director's Office/Court Administration
 - Jury Administration
 - Sentence Enforcement Unit

- Clerk of Court
 - Accounting Division
 - Civil Division
 - Civil Lawsuits
 - Evictions
 - Garnishments
 - Criminal Division
 - Traffic Violations Bureau
 - Traffic Court
 - Misdemeanor
 - Courtroom Deputies
 - Criminal/Traffic Case Initiation

Number of Cases in Calendar Year 2014: 74,325 filed

Systems Used:

Name	Vendor	Purpose
Contexte	Xerox	Case Management and Accounting
Contexte	Xerox	Probation Management/Supervision
OnBase	Hyland	Online Document Management
GCIC	GBI	Submission of Criminal History
Docket Call	InFax	Electronic docket display solutions
PaperStream	Fujitsu	Batch scanning software
Jury Management System	Xerox	Jury Administration/Jury Check Writing
IVR	Inhouse	Call routing, retrieval of data from CMS
Vital Check	Lexis Nexis	Online and telephone fine payments

B. Magistrate Court

Cobb County has one of the largest Magistrate Courts in Georgia, and is one of the very few courts in the United States that operates 24 hours a day. One of the primary responsibilities of this court is to issue arrest warrants followed by the determination of probable cause in criminal cases. The Magistrate Court does not determine guilt or innocence except in county ordinance violations.

Functional Areas

- Judges
- Court Administration
 - Pretrial Division
 - Mediation Program
- Clerk of Court
 - Accounting Division
 - Civil Division
 - Criminal Division
 - Warrant Division
 - Bad Check Division
 - Small Claims Court
 - Evictions Court
 - Abandoned Motor Vehicles

- Drug Court
- Weddings
- Environmental Court

Number of Criminal and Civil Cases in Calendar Year 2014: 60,274

Systems Used:

Name	Vendor	Purpose
Contexte	Xerox	Case Management
OnBase	Hyland	Online Document Management
eFile	Tybera	Online filing and response for small claims, landlord-tenant and garnishment cases
ePay	Lexis Nexis	Online payments for bad check fees and ordinance fines
EWI	Palatine Technology Group	Allows judge and law enforcement officer to discuss and issue arrest or search warrants via video conferencing.
eSubpoena	Custom	Electronic subpoena via email
GCIC	GBI	Submission of Criminal History
PreTrial	Palatine Technology Group	Pretrial Case Management

C. Superior Court

The Superior Court of Cobb County, Georgia is a court of general jurisdiction handling both civil and criminal law actions. The Superior Court has concurrent jurisdiction with State Court over cases involving misdemeanors, contract disputes, premises liability, and various other actions. In addition, the Superior Court has exclusive equity jurisdiction over all cases of divorce, title to land, and felonies involving jury trials, including death penalty cases. The Superior Court of Cobb County has ten elected judges who preside over jury trials, rule on evidence, hear motions, and render verdicts in bench trials. Each Superior Court Judge is elected to a four (4) year term.

The Clerk of the Superior Court is charged with the responsibility to attend all court sessions and to file and maintain accurate records of the proceedings. The Clerk must sign and issue every summons of the court and provide access to its dockets and filed instruments both in civil and criminal cases.

It is the responsibility of the Clerk of the Superior Court to record all of the county's deeds, mortgages, liens, and bills of sale which evidence the title to real and personal property. The office of the Clerk is also charged with the recording of business and trade names. It is also the Clerk's responsibility to appoint Notaries Public who reside in the county.

Every county has four (4) local elected officials whose positions are created by the State Constitution: Sheriff, Probate Judge, Tax Commissioner, and Clerk of Superior Court.

Functional Areas

- Court Administration
 - Circuit Defender's Office
 - Mediation
 - Alternative Dispute Resolution
 - Jury Administration
 - Drug Court
 - Veterans Court
 - Law Library
 - Mental Health Court
- Clerk of Court
 - Accounting Division
 - Registry of the Court
 - Fines/Restitution
 - Real Estate Division
 - Board of Equalization(BOE)
 - Notary Public
 - Court Case Management
 - Civil/Criminal
 - Intake
 - Scanning
 - Indexing
 - Calendaring
 - Courtroom Functionality (sentencing)
 - Evidence
 - Appeals

Number of Cases in Calendar Year 2014:

- Civil cases: 10,158
- Criminal cases: 4,550

Systems Used:

Name	Vendor	Purpose
CRIS	In-House	Case Management
LRMS	In-House	Land records management
ADR	In-House	Alternate Dispute Resolution database of process/means for maintaining information on mediation cases.
Liberty Catalog System	In-House	Access database that manages publications and catalog information
Defender	In-House	Access database used to track all Circuit Defender business
Continuing Ed	In-House	Manages employee education status/records
DCP	In-House	Divorcing Parents Seminar - Tracks seminar attendees and instructors
FOF	In-House	Focus on Forever - Manages information on individuals attending adult education marriage classes

Guardian Ad Litem Program	In-House	Manages information on Children Rights Guardian Program (appoint, maintain and access Guardian cases)
Interpreters Program	In-House	Manages information on Cobb County Interpreters
Permanent Processer Servers	In-House	Manages information on Process Servers in Cobb County
Special Masters Program	In-House	A list of individuals who mediate condemnation cases, tax issues, etc
Family Law Workshop	In-House	A seminar for Pro se' litigants
Juror Donation Program	In-House	A program that allows jurors to donate their juror pay to certain County programs
Law Library	Liberty	Liberty Catalog System

D. Probate Court

The primary function of the Probate Court of Cobb County is to ensure that estates and guardianships are administered in accordance with the law. The Judge of the Probate Court determines controversies involving estates and guardianships by conducting trials both with and without a jury.

The Probate Court has exclusive jurisdiction in the following matters:

- Probate of wills
- Appointment and removal of executors and administrators
- Sale and disposition of estate property
- Appointment and removal of guardians of minors and incapacitated adults
- Audit of returns of executors, administrators, and guardians
- Commitments of the mentally ill, alcohol and drug abusers
- Issuance of marriage licenses
- Issuance of weapons carry licenses
- Miscellaneous services such as issuance of fireworks permits, recording of elected officials' oaths and bonds and certificates of residence

Functional Areas

- Judges
- Clerk of Court
 - Estates Division
 - Firearms License
 - Marriage License
 - Compliance Division
 - Accounting Clerk

Number of Cases in Calendar Year 2014:

- Civil filings: 6,996
- Marriage Applications: 5,600
- Firearms Applications: 10,738

Systems Used:

Name	Vendor	Purpose
Contexte	Xerox	Case Management
OnBase	Hyland	Online Document Management
Marriage License	In-House	Marriage Licenses
GWCL Portal	PASP (Police and Sheriffs Press)	Firearms License printing

E. Juvenile Court

The Cobb County Juvenile Court is an independent juvenile court organized under Chapter 11 of Title 15 of the Official Code of Georgia. The Court is dedicated to serving the residents of Cobb County by hearing all cases involving allegations of deprivation of children under the age of eighteen; or unruly conduct, delinquency, or traffic violations concerning children under the age of seventeen found within its jurisdictions. If, after adjudication, a child is found to be in need of treatment, rehabilitation or supervision to safely remain in the community, the court will provide access to high quality, appropriate treatment programs whenever feasible.

The Clerk's Office is responsible for maintaining all court records, scheduling and sending notices to parties for court hearings, and accepting fees, fines and restitution payments.

Functional Areas

- Judges
- Clerk of Court
- Administration
- Juvenile Court Services
- Intake / Disposition
- Probation
- Therapists
- Programs
 - Judicial-Citizens Panel Review
 - Mediation
 - Youth Diversion
 - Community Service
 - Court Appointed Special Advocates(CASA)
 - Treatment Opportunities

Number of Cases in Calendar Year 2014: 4,619

Systems Used:

Name	Vendor	Purpose
Contexte	Xerox	Case Management
OnBase	Hyland	Online Document Management
DCR	BIS	Court Recording

GCIC	GBI	Criminal History and Disposition Reporting
RMS	SunGard	Traffic Citations
eSubpoena	Custom	Electronic subpoena via email

F. District Attorney's Office

The Cobb County District Attorney:

- Is the chief prosecuting officer for the Cobb County Judicial Circuit.
- Is an elected constitutional officer who is part of the judicial branch of the State of Georgia.
- Represents the State of Georgia in the trial and appeal of criminal cases in the Superior Court and delinquency cases in the juvenile courts.
- Has a full-time staff of assistant district attorneys, investigators, victim assistance and administrative personnel who assist the District Attorney in carrying out the duties of the office.

Functional Areas

- Accountability Courts / Pretrial Diversion/Animal Cruelty/Appeals/Gangs/Juvenile/MCS
- Magistrate/Grand Jury/Major Cases/Vehicular Homicide/White Collar/Special Victims
- Victim Witness Assistance
- Investigations
- Administration
- Warrant Division

Number of Cases in Calendar Year 2014: 6,628

Systems Used:

Name	Vendor	Purpose
Tracker	GA State PAC	Case Management
OnBase	Hyland	Online Document Management
VINE	Appriss	Victim notification
Contexte	Xerox	Case Management
New CJIS		Case Management
CRIS	In-House	Case Management

G. Solicitor General

The Solicitor General's Office is responsible for the prosecution of all traffic, misdemeanor, and ordinance violation cases in Cobb County, Georgia.

These cases include:

- Misdemeanor warrants issued in Cobb County
- Traffic Citations
- Traffic citations issued by Cobb County Police Department, Cobb County Sheriff's Office, Georgia State Patrol, and Kennesaw State University Police
- Other citations issued by departments such as Cobb County Animal Control, Cobb County Water System, Business License Division of Cobb County Community Development

- Cases transferred to Cobb County State Court from various municipal courts
- Cases transferred from Cobb County Superior Court

The Solicitor General's Office serves all citizens of Cobb County on a general level, and more specifically, the victims of crime; including:

- Investigates crimes
- Interviews victims and witnesses
- Makes decisions regarding prosecution
- Files accusations
- Prosecutes cases, which involve:
 - Subpoenaing witnesses
 - Collecting evidence
 - Preparing for trial
 - Negotiating pleas
 - Trying cases in court
 - Record restriction management

Functional Areas

- Judges
- Solicitors (Attorneys)
- Administration
- Victim Witness
- Investigations
- Warrant Division
- Domestic Violence Unit

Number of Cases in Calendar Year 2014: 10,756

Systems Used:

Name	Vendor	Purpose
Contexte	Xerox	Case Management
OnBase	Hyland	Online Document Management
GCIC	GBI	Submission of Criminal History
eSubpoena	Custom	Electronic subpoena via email
ATS website	American Traffic Solutions	School bus stop-arm camera citations
RMS	SunGard	Police Records Management
CJIS/Old CJIS		Criminal Case Information before 2009
CCSO System		Jail and Drug Lab Information
CGI Advantage	CGI Technologies and Solutions	Finance and Human Resources System

III. PURPOSE

To select the best-qualified proposer and award a County-approved contract to perform the Services and to satisfactorily complete all activities associated with the Services.

IV. SCOPE OF WORK AND DELIVERABLES

A. Scope of Work

The following is the list of the representative services to be provided by the Consultant.

1. Conduct a Business Process Analysis (BPA) for the State Court, Magistrate Court, Superior Court, Probate Court, Juvenile Court, District Attorney's Office, and Solicitor General's Office.
 - a. The analysis shall include the identification of all stakeholders (i.e., the individuals or departments who may affect, or be affected by, the implementation of the new CMS.)
 - b. To carry out the analysis, the Consultant shall analyze all relevant available documentation (e.g., policies and procedures, business rules, and user manuals), and interview executives, managers, and subject matter experts in the Courts, and appropriate personnel from external stakeholders.
 - c. The Consultant shall also observe the Courts and related justice operations as a means of appreciating the operational requirements and the long-term needs to be met by the new system. On-site observation is critical to understanding work performed by job roles and data/work flows between roles. This is particularly important because manual, as well as automated, systems will be viewed as opportunities for implementing system interfaces to increase efficiency.
 - d. The analysis shall include:
 - i. Technical infrastructure and current systems environments, i.e., platforms, languages, data, database layouts, tools used.
 - ii. Agency workflow.
 - iii. Interfaces and integration among systems, both internal and external.
 - iv. Current business processes.
 - v. Define what is and is not in scope (data, programs, etc) for the CMS implementation.
 - e. Determine the high-level system requirements and policy-level decisions that the County must make before or in the process of procuring the new CMS.
2. Produce a comprehensive Business Analysis document.
3. Develop estimated CMS implementation costs for budgetary purposes.

4. Develop an RFP for replacement Court Case Management System.
 - a. Develop CMS RFP Functional Requirements based on interviews, observation, analysis of existing documentation, the application of functional standards, data exchange protocols, and best practices. Assess current and foreseeable needs for information technology in the Judiciary.
 - b. Identify Data Conversion requirements.
 - c. Identify required interfaces: current and new, internal and external.
 - d. Develop CMS RFP Scoring to provide for integrity in the proposal evaluation process.
 - i. Utilize the County approved model.
 - ii. Define and document the process the Selection Committee will use to score the proposals.
 - iii. Assist in helping Selection Committee members reach consensus on Scoring.
 - e. Develop bidder requirements and qualifications.
 - f. Structure the RFP to ensure the selected contractor will be able to deliver quality services, timely, and within budget.
 - g. Structure the RFP to allow the County to monitor the contractor's progress during the contract to detect problems and/or delays before they become critical.
 - h. The RFP must include detailed information as follows:
 - i. Clear and concise description of the work to be performed, services to be provided, problem to be solved and the goals and objectives to be met.
 - ii. Explanation, in realistic terms, of what the contractor is expected to accomplish.
 - iii. Description of the items, products and results to be delivered and method of validation.
 - iv. Technological requirements and specifications.
 - v. Legal limitations.
 - vi. Established performance timelines, completion dates and methods of measurement.
 - i. Provide RFP drafts throughout the development process for review by the County, and revise draft RFP upon request of the County.
 - j. Provide Final RFP. The Final RFP will be submitted to the County for sign-off prior to publishing.

5. Upon release of the RFP and upon request of the County, provide support to the County throughout the procurement process.
 - a. Participate in the pre-bid meeting.
 - b. Assist with the preparation of responses to bidder questions.
 - c. Assist with preparation of RFP addenda.
 - d. Assist with the process to qualify/disqualify the proposals.
 - i. Provide written analysis of how each proposal responded to the functional and bidder requirements in the RFP.
 - e. Participate in Selection Committee meetings and provide technical support to the team (on-site and/or remote based on need).
 - i. The Consultant will not be a “scoring member” of the Selection Committee.
 - ii. Provide written summary “strength/weakness” comparison of qualified bidders, based on written proposals.
 - f. Participate in invited vendor demonstrations. A demo will be up to a half day presentation to help the Selection Committee select the top three bidders.
 - i. Document and present Selection Committee with any issues and concerns resulting from vendor demonstrations.
 - g. Participate in invited vendor workshops. The top two or three bidders will be required to conduct “workshops” to help Subject Matter Experts determine if the proposed solution meets the requirements defined in the RFP. Each bidder’s workshop will be held in a classroom setting, will cover all aspects of the proposed solution, and may require as much as a week or more of time.
 - i. Provide SME “score-sheet”.
 - ii. Provide summary of SME score-sheet results.
 - iii. Document and present Selection Committee with any issues and concerns resulting from vendor workshops.
6. Coordinate work with Cobb County Project Manager.
7. Provide oversight and guidance during the CMS implementation phase.
 - a. The County requests that the bidder recommend the services that they would provide during the implementation phase.
 - b. The County will determine at a later date if these services will be required.
 - c. The costs for these services should be included in the proposal as a separate line item.

B. Deliverables

The following is the list of representative deliverables (documents) to be provided by the Consultant.

1. Detailed Work Plan
2. Comprehensive Business Analysis
3. Estimated CMS implementation costs for budgetary purposes
4. Draft versions of the CMS RFP
5. Final version of the CMS RFP
6. Analysis of how each proposal responded to the functional and bidder requirements in the RFP
7. Comparison of bidder strength/weakness, based on the written proposals
8. Issues/concerns resulting from vendor demos
9. Issues/concerns resulting from vendor workshops
10. SME score-sheets for vendor workshops
11. Summary of SME score-sheet results

V. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Preferably, have a minimum of five (5) years' experience in consulting on similar criminal justice projects
2. Preferably, have a minimum of three (3) comparable consulting contracts for other agencies of comparable size resulting in successful implementations.
3. Have sufficient, competent and skilled staff with experience in performing the requested services.
4. Provide staff members that will be able to pass a mandatory criminal background check before they are allowed entry onto the premises.

VI. PROPOSAL FORMAT AND CONTENT

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided. The proposal shall consist of 14 sections. Vendor responses for each of the proposal requirements listed below (and described further in the sections to follow) must be clearly stated. Additional relevant information may be placed in appendices. Vendors may include anything unique in their proposed solution which adds value to the products/services provided to Cobb County Government. The cost of this added value must be clearly explained and justified in the proposal.

Section 1: Cover Letter/Executive Summary

This section shall contain a cover letter to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

Section 2: Company Information

This section shall contain information on the company's background, to include the following. Please include the same information for any proposed partners.

1. Company name
2. Address
3. Telephone number
4. Email Address
5. Website
6. Year company was established
7. Number of employees
8. Primary Representative for project (including name, address, current telephone number and email address)

Section 3: Financial Statements

This section shall contain a copy of the three most recent financial statements for the proposer and any proposed partners. Financial statements shall include an income statement and a balance sheet. If financial statements are lengthy, they may be included on a flash drive or disc.

Section 4: Company Experience

This section shall contain the response to the minimum proposer requirements regarding:

1. Years experience in consulting on similar criminal justice projects.
2. The number of comparable consulting contracts for other agencies of comparable size resulting in successful implementations.

Include a summary of at least three comparable consulting contracts to illustrate the proposer's specialized expertise, demonstrated experience, applicable qualifications, and available resources. Include the following information for each contract:

1. Client
2. Location
3. Project name, description, dates and duration of project work, and status
4. Client's list of courts
5. Client's number of users
6. Client's number of cases annually
7. Name, title and current telephone number of the client's contact person

8. Specialized expertise and/or resources applied during project, with concise explanations of their value and relevance to the Scope of Work of this project.

Section 5: Litigation History

This section shall contain the proposer's litigation history for the past five (5) years, including for each case: style of the case, parties to the litigation, court in which litigation was filed, and civil action number; nature of claims; whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict).

Section 6: Project Staffing

This section shall contain information regarding the staff assigned to the project. For each staff member please include:

1. Name
2. Title
3. Qualifications
4. Experience consulting in court case management projects
5. Overall experience
6. Recent experience on projects of similar nature and complexity to the proposed project.
7. An indication that they successfully passed a criminal background check.

Section 7: Approach

This section shall contain an overview of the proposer's approach to fulfilling the requirements as defined in **SCOPE OF WORK AND DELIVERABLES**, including a proposed schedule.

Section 8: Insurance

This section shall contain evidence of insurance as defined in Section IX. Insurance of the Cobb County General Instructions for Proposers, Terms and Conditions.

Section 9: Local Vendor Presence Affidavit

This section shall contain the Local Vendor Presence Affidavit (Exhibit D) completed by the proposer.

Section 10: Contractor Affidavit & Agreement

This section shall contain the CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A) completed by the proposer.

Section 11: Subcontractor Affidavit & Agreement

This section shall contain the SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1) completed by the proposer.

Section 12: Immigration Compliance Certification

This section shall contain the IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2) completed by the proposer.

Section 13: Disadvantaged Business Enterprise (DBE) Identification

This section shall contain the DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM (EXHIBIT B) completed by the proposer if applicable.

Section 14: Proposal Schedule Form

This section shall contain a Proposal Schedule Form completed by the proposer. Costs for any additional services and features not listed on the form may be provided in an appendix.

No changes shall be made to the Proposal Schedule Form.

VII. EVALUATION CRITERIA

The proposals will be evaluated on the basis of the information presented in the proposal package and on an analysis of any other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to the County's satisfaction the qualifications of any respondent.

The criteria outlined below and described further hereinafter will be used to evaluate the proposals.

Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed project.

Experience/Performance – Review of past performance on projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years; and overall responsiveness to County's needs.

Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy, and responsiveness to the required information of the RFP.

Availability and Local Vendor Presence – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; proposed time schedule; accessibility or location of the proposer's offices or facilities from which the services are to be provided in relation to the County.

Cost – Evaluation of overall cost of the required services as submitted in the RFP.

Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.

All proposal requirements must be met, or be capable of being met, by the responding firm, or its proposal will be disqualified as being non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

VIII. GENERAL INSTRUCTIONS

1. Please submit an original, eight (8) copies, and an electronic version on a CD or flash drive.
2. Bids will be received until **12:00 noon on February 11, 2016** at the Cobb County Purchasing Department, 100 Cherokee Street, Suite 260, Marietta, GA 30090. Late bids will not be accepted.
3. A pre-proposal meeting will be held in the **Cobb County Board of Commissioners Conference Room located at 100 Cherokee Street, Third Floor, Marietta, GA 30090 at 9:00 AM on January 29, 2016**. Attendance is not mandatory but is highly encouraged.
4. Any questions regarding this RFP must be directed in writing to:

**Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, Georgia 30090
Fax: 770-528-1154
Email: purchasing@cobbcounty.org**

5. **The deadline for questions to be submitted is 5:00 PM on February 2, 2016.**
6. All vendors shall prepare their responses according to the format detailed in this RFP.
7. Cobb County reserves the right to reject any or all proposals, contact client references, require clarification or additional information, or require interviews with respondents.
8. Cobb County reserves the right to receive and negotiate a best and final offer from the finalist.
9. All materials submitted in response to the RFP become the property of Cobb County.
10. The County assumes no financial responsibility for the cost of preparation or submittal of any response, nor any other financial responsibility regarding provision of additional information or materials, nor for expenses incurred if a meeting or meetings between the respondent and the County are deemed necessary and appropriate at the discretion of the County.
11. All respondents should be prepared to be available for interviews according to the proposed schedule. However, these dates are only proposed and are subject to change. Individual appointments will be scheduled at the discretion of the County.

IX. SCHEDULE

Pre-Bid Meeting	January 29, 2016 at 9:00 AM
Deadline for Questions	February 2, 2016 before 5:00 PM
Proposal Due Date	February 11, 2016 before 12:00 Noon
Bid Opening	February 11, 2016 at 2:00 PM
Finalist(s) Notified	March 2016
Finalist(s) Interview(s)	March 2016
Recommendation of Selected Firm to Board of Commissioners	April 2016
Project Start Date	April 2016

All dates are tentative and subject to change.

FIRM INFORMATION

1. Firm Name:

Address:

Telephone #:

2. Name of Firm Contact:

Telephone #:

3. Who will serve as the firm's authorized representative and negotiator? The person cited will be empowered to make a binding commitment for the respondent. This person must be available for an interview (either by phone or in person) if the firm is selected as a finalist.

Name:

Title:

Address:

Telephone #:

CLIENT REFERENCE INFORMATION

Following the format below, provide complete client reference information for **three (3)** firms/agencies for whom you have previously or are currently providing consulting services. Use additional pages as necessary.

Client:

Client Contact

Name:

Title:

Telephone #:

Client's list of courts:

Client's number of users:

Client's number of cases annually:

Narrative of services performed:

KEY CONSULTANT'S QUALIFICATIONS AND AVAILABILITY

Provide the name, telephone number, narrative of qualifications, and a narrative statement of the availability of the key consultant your firm designates to work with and assist the county in implementing the requested services.

This person must be available for an interview (either by phone or in person).

Name:

Title:

Telephone #:

Qualifications (including years of consulting experience in court case management, years of experience working in judicial environment, resume):

Statement of availability/commitment:

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.cobbcounty.org/purchasing) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, specifications, etc. must be received in writing by **5:00 p.m. on February 2, 2016** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:
Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, GA 30090
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.cobbcounty.org/purchasing Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not

payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Bid, Payment & Performance Bonds – Not Required

IX. Insurance

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.

- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability, Automobile Liability, and Umbrella/Excess Insurance.

- (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
- (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

i. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

X. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such

proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

XI. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XII. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XIII. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing

Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XV. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XX. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXI. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and eight (8) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXIII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing
100 Cherokee Street, Suite 260
Marietta, Georgia 30090
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIV. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of one hundred eighty (180) days from the date of bid opening.

XXV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVI. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in the Section Titled Proposal Format and Content. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVII. Indemnification/Hold Harmless

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVIII. Local Vendor Presence (LVP) Program

A. QUALIFICATIONS

1. Any business or firm having a physical office located within the geographical boundaries of Cobb County or a municipality located within the geographical boundaries of Cobb County for one (1) or more years. Only the "prime" contractor will be eligible for consideration.
2. Must have a current Cobb County Occupation Tax Certificate (or its equivalent from a Cobb municipality) on the closing date of solicitation for which a qualified bid has been submitted.
3. Must have no outstanding or unresolved taxes, fees, fines or penalties with Cobb County or one of its municipalities. **A signed and notarized affidavit which reserves the County's option to require additional documentation upon award or consideration of award must be submitted with the proposal. (SEE EXHIBIT D)**

B. DETERMINATION

Local Vendor Presence information is required to be submitted at the time of the qualified bid and determination will be made by the Purchasing department prior to distribution to the approved Evaluation Committee. Specific qualification requirements are required to be included in individual Request for Proposals/Qualifications (RFP/Q). The absence of any required information will result in no local vendor presence consideration granted for the respective bid.

C. EXCEPTIONS

The LVP Program shall not apply to projects funded by Federal and state grants or any other grant or funding source that prohibits such.

XXIX. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

The evaluation by any Selection Committee will be based on the criteria listed below.

Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project.

Experience/Performance – Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years, including for each case: style of the case, parties to the litigation, court in which litigation was filed, and civil action number; nature of claims; whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict).

Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the RFPs or RFQs.

Availability and Local Vendor Presence

a. Availability

Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County (Up to five points based on 4.b.i and up to seven points based on 4.b.ii).

b. Local Vendor Presence

i. Five (5) **qualitative** evaluation criteria points will be given to each local vendor that meets the approved qualifications where the estimated cost of professional services is expected to be between \$50,000 and \$100,000.

ii. Three (3) **qualitative** evaluation criteria points will be given to each local vendor that meets the approved qualifications where the estimated cost of professional services is expected to exceed \$100,000.

Cost – Evaluation of the overall cost of the required services as submitted in the RFP, where applicable.

Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXX. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXXI. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXII. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXIII. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXIV. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXV. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 07-01-2013 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements

of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION COMPLIANCE CERTIFICATION" form attached to these "Procedures & Requirements" and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

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

Notary Public Commission Expires: _____

Effective 07-01-2013

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

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 on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

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

Notary Public Commission Expires: _____

Effective 07-01-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

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

Notary Public
Commission Expires: _____

Effective 07-01-2013

XXXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known.

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
100 Cherokee Street, Suite 260
Marietta, GA 30090
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

**This information is acquired for informational purposes only and will
have no bearing on the award unless otherwise stated**

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page *DBE Monthly Participation Report* with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C

Cobb County Government Disadvantaged Business Enterprise Participation

Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor.

Submitted by: _____ Month Invoiced: _____

Name of Prime Contractor/Vendor

From/To:

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____

2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$

Submitted by: _____

Printed Name

Signature of Authorized Representative

Title or position: _____

Date Completed: _____

Exhibit D

Local Vendor Presence Affidavit

By executing this affidavit, the undersigned vendor verifies that Cobb County may require additional documentation upon award or consideration of award regarding the applicant's qualifications for LVP status. This documentation may include but is not limited to information demonstrating: (1) the applicant has a physical office located within the geographical boundaries of Cobb County or a municipality located within the geographical boundaries of Cobb County for one (1) or more years; (2) the applicant has a current Cobb County Occupation Tax Certificate (or its equivalent from a Cobb municipality) on the closing date of solicitation for which a qualified bid has been submitted; and (3) the applicant has no outstanding or unresolved taxes, fees, fines or penalties with Cobb County or one of its municipalities. The applicant understands that failure to provide requested information may result in the County finding the applicant ineligible for the LVP program.

Company Name

Company Address

Signature of LVP Applicant

Printed Name of LVP Applicant

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

_____ Signature of Notary

**PROPOSAL SCHEDULE FORM
CONSULTING SERVICES FOR
UNIFIED COURT CASE MANAGEMENT SYSTEM
INFORMATION SERVICES DEPARTMENT
SEALED BID #16-6111**

PROPOSED FEES

- 1) Services and written deliverables \$ _____
- 2) Provide oversight and guidance during the CMS implementation phase \$ _____
- 3) Estimated duration of project _____ months

Pricing for Item 1 shall include all costs associated with the project including, but not limited to, travel, meals, per diem, etc.

COMPANY NAME: _____