



REQUEST FOR PROPOSAL

RFP 15-1230

Georgia, Floyd County
November 6, 2015

TO WHOM IT MAY CONCERN:

Floyd County Board of Commissioners is requesting proposals to provide a Court Case Management System for Floyd County Superior Court. The Contractor shall provide all materials and services necessary in the performance of this RFP.

Proposals will be received until 3:00 PM, December 30, 2015 local time in the office of the:

Floyd County Purchasing
12 East Fourth Avenue, Suite 106
Rome, GA 30161

The services requested in this RFP is for the replacement of the current Floyd County Superior Court Case Management System to an integrated, open architecture system that will provide improved communication across the Court. The system must be on the approved list of certified Vendors at the time proposal is submitted the list is located at: <https://www.gscca.org/learn/certification-programs/certified-vendors>

MANDATORY PRE-BID will be held at 10:00am on Monday November 30, 2015 at the Floyd County Administration Building, 2nd Floor Caucus Room, 12 E. 4th Ave, Rome, GA 30161.

Questions and clarifications concerning this Request for Proposals should be directed in writing to Nancy Lam, Purchasing Director at lamn@floydcountyga.org fax: 706-290-6099, phone: (706) 291-5109. Questions will not be taken after 5:00PM legally prevailing time on December 9, 2015.

Complete details of RFP may be obtained at www.romefloyd.com, https://ssl.doas.state.ga.us/PRsapp/PR_index.jsp or Floyd County Administrative Building, Purchasing Department, #12 East Fourth Ave, Suite 106, Rome, Georgia 30161.

Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests.

Floyd County is an Equal Opportunity Employer M/F/H.

Nancy Lam, Purchasing Director
Legal ad to run, November 6, 12, and 19, 2015
PO # 150380



FLOYD COUNTY SUPERIOR COURT
REQUEST FOR PROPOSALS
COURT CASE MANAGEMENT SYSTEM

RFP 15-1230

Proposal Release Date

November 6, 2015

Proposal Submittal Date

3:00 PM, December 30, 2015

To: Floyd County Procurement

Nancy Lam

12 E 4th Ave., Suite 106

Rome, GA 30161

**FLOYD COUNTY SUPERIOR COURT
CASE MANAGEMENT SYSTEM
RFP 15-1230**

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INTRODUCTION

Floyd County Georgia is issuing this Request for Proposal (RFP) to acquire a computer-based case management system. The County reserves the right to reject any or all proposals or parts thereof and to waive minor irregularities in responses. The County reserves the right to accept the proposal based on criteria other than price or the lowest bid. The County will direct special attention to the qualifications of the respondents when awarding this proposal, as well as software architecture, software features, and past successful installations.

Submit sealed proposals to Floyd County Purchasing by December 30, 2015 at 3:00 PM EST. Submit one original and five (5) copies of both the technical and price proposals, submit one electronic version divided in three files (Technical, Financial, and Price). Clearly write "Proposal for a Court Case Management System" on the outside of the envelope / package.

The names of responding firms will be publicly read on Tuesday, December 30, 2015 at 3:00 P.M. in the Floyd County Procurement Department Conference Room, located at 12 E. 4th Ave., Suite 106, Rome, GA 30161.

Direct any communication or questions concerning this RFP to Nancy Lam at lamn@floydcountyga.org . Vendors may submit questions until 5:00 PM December 9, 2015. Questions may or may not be answered after this time and date.

A pre-bid conference is scheduled for 10:00AM, November 30, 2015 in the Commissioners Caucus Room, located on the second floor of the Floyd County Administration Building, 12 E. 4th Ave., Rome, GA 30161.

This pre-bid is mandatory; contractor must be present in order to submit a response. Teleconferencing will not be made available.

Address the proposal to:

12 E. 4th Ave., Suite 106

Rome, GA 30161

Attn: Nancy Lam

Mark all packages clearly on the outside:

"15-1230- Court Case Management System"

Floyd County reserves the right to alter the proposal specification prior to the proposal opening by issuance of an addendum to the respondents. If deemed necessary, submission deadline may be extended through issuance of an addendum.

Floyd County is an Affirmative Action – Equal Opportunity employer. Respondents to the Request for Proposal agree and warrant that in the performance of the work on this project, the firm will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, or physical disability. The respondents may be asked to provide their employment practices and procedures.

BACKGROUND, EVALUATION METHOD, CRITERIA, & TIMING

Floyd County Superior Court serves a population of approximately 96,063. Floyd County’s fiscal year begins on January 1 and ends on December 31. The Superior Court Clerk utilizes Sustain Justice Edition for case management. The Superior Court currently manages approximately 6,000 case filings/records per year. The Superior Court has approximately 150 users on their current system.

PROJECT OBJECTIVES / SCOPE

- Floyd County Superior Court desires to replace their current Case Management System to an integrated, open architecture system that will provide improved communication across the Court.
- The Superior Court desires the Case Management system to provide easy access to information and an intuitive end-user reporting system.
- The Court desires the Case Management System to have a robust workflow engine that will allow business process configuration unique to their needs.
- The Superior Court desires a Case Management System that will reduce redundant data entry, reduce paper flow, and streamline best practices.
- The Superior Court desires a Case Management System that will provide eFiling and ePayments.
- The Superior Court desires a Case Management System that will provide public access to information.
- The Superior Court desires robust document management and storing within the Case Management System.
- Prior to submittal the proposer must be compliant with the Georgia Clerk’s Authority requirements and listed as a certified vendor: <https://www.gscca.org/learn/certification-programs/certified-vendors>
- Case Management System must run in a MS SQL environment utilizing the following preferred standards:

Technical Function:	Preferred Technology Platform:
Server Operating Systems	Microsoft Windows Server – 2008.2 or higher
Client Operating Systems	Most recent Windows Desktop OS
Database Software	Microsoft SQL - 2008.2 or higher
Web Server Software	Microsoft IIS
Web Browser	Microsoft Internet Explorer - IE
Authentication and Authorization	Active Directory
Office Applications	Microsoft Office 2010 or higher

- The Superior Court desires a financial system associated within the case management system.
- Case Management vendor must provide all standard Federal and State required reports and remain in compliance as they change.
- The Superior Court desires a Case Management System that is Commercial off the Shelf (COTS) requiring minimal customizations.
- The Superior Court desires a Case Management System that integrates with existing systems such as PAC's Tracker system, Floyd County Police and Sheriff's Zuercher system, and GCIC.
- The Superior Court desires a Case Management System that is flexible and scalable to meet future business and technology needs.

EVALUATION METHOD

Floyd County will evaluate all proposals deemed responsive to this request.

Short List Selection

Floyd County may select 2 or more Case Management vendors from the RFP responses to continue with further evaluation. The short list will be selected by evaluating the vendor's response covering criteria outlined within this RFP. Additional discovery may be performed to assist in selecting the short list vendors. The short list vendors will be contacted in writing regarding their status as short-listed vendors. Floyd County reserves the right to withhold notice of the selection of short-listed vendors until a decision is made to award contract, or to forego awarding contract.

Demonstration Scenarios and Site Visits

Floyd County will further evaluate vendor's solutions by viewing product demonstrations. The short-listed vendors will be further evaluated based upon the results of reference checks, additional discovery and, at the option of Floyd County, organized site visits at vendor's customer sites. Vendors will provide Floyd County with a list of five (5) potential customer sites and unless other arrangements are made, the evaluation team may select 1 or more sites to visit. Customer sites should be using the same major version of the software being proposed and similar in scope and complexity.

Final Selection

The finalist will be selected by compiling the qualifications, solution demonstrations, site visits, references, and price evaluation criteria and selecting the top ranked vendor that Floyd County feels would make the best solution provider.

Contract Negotiations/Best and Final Offer

Floyd County may enter into contract negotiations and / or request best and final offer with finalist.

EVALUATION CRITERIA

The intention of Floyd County is to procure a functionally complete and cost effective Case Management system. Responses to this RFP will be evaluated and scored according to the following criteria:

Stage 1

Conformance with RFP Guidelines and Submittal Requirements – The vendor must follow all RFP guidelines and submittal requirements, including the completion of required forms and templates.

Stage 2

System Functionality and Architecture: Including how well the system meets the overall needs of the Floyd County Superior Court as well as the maturity of the software solution, the use of current technology that is in line with the Courts' capabilities, the proposed environment, and the overall architecture (e.g. MS-SQL, Windows and / or browser, .NET, runs in virtual server environment, etc.). The majority of points will be awarded based on the scoring of the Requirements matrices.

Company Background and Experience: Including the vendor's financial and organizational stability, as well as the firm's experience performing work of a similar nature to that solicited in this RFP.

Staffing and Organization: Including the experience level and competence of the proposed consultants and organizational staff in performing similar work for other clients and the comparability of that experience to the business and technical environment of Floyd County Superior Court.

Responsiveness: Including how well the vendor demonstrates its understanding of Floyd County Superior Courts project goals and objectives, and how it perceives its role in carrying out the responsibilities required by this implementation.

Project Work Plan and Schedule: Including the vendor's demonstrated understanding of the overall scope of work for this project, the proposed project approach and methodology, as well as the thoroughness and completeness of the implementation, integration, testing, training, and deployment plans.

Cost Proposal: Pricing is an important aspect of the overall evaluation of the vendor's response, but not necessarily the driving factor.

Stage 3 (short-listed vendors only)

Demonstration: Short-listed vendors will be invited to Floyd County to provide demonstrations of the proposed solution, based upon information provided by Floyd County.

Client References: Including the quality and timeliness of work performed by the vendor and its proposed consultants for previous clients and the comparability of such work to the requirements of this RFP. Floyd County will conduct reference calls to other organizations similar in size and composition to Floyd County Superior Court.

Site Visits (finalist vendors only): Floyd County may conduct site visits to customer sites

recommended by the vendor.

PROCUREMENT SCHEDULE

RFP Timeline	
RFP Issue Date	November 6, 2015
Pre-Bid Conference (Mandatory) Teleconferencing will not be provided 10:00AM	November 30, 2015
Final Date for Vendors to Request Clarifications to RFP 5:00PM	December 9, 2015
County Response to Requested RFP Clarifications Issued no later than	December 19, 2015
Proposals Due from Participating Vendors 3:00PM	December 30, 2015
Anticipated Short List Selection	TBA
Solution Demonstrations by Short-Listed Vendors	TBA
Vendor Site Visit	TBA
Anticipated Finalist Selection	TBA

ADMINISTRATIVE REQUIREMENTS & CONTRACTUAL TERMS & CONDITIONS

ADMINISTRATIVE REQUIREMENTS

Floyd County requires a fixed fee for the Annual Maintenance Agreement and the license portion of the Software and Services Contract. The services portion shall have a “not to exceed” amount. The vendor is expected to design, supply, install, configure, test and commission a system that fully complies with the specifications and requirements and the statement of work for the negotiated price.

Vendor should invoice Floyd County for services based on mutually agreed upon milestones to be listed in the contract.

Floyd County Superior Court shall be entitled to all future releases and upgrades, whether of a “minor” or major” nature, of vendor software for no additional cost beyond the Annual Support Agreement fees.

The vendor must agree that solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the contract is signed and that any material changes to vendor’s company or products will not affect Floyd County implementation or support.

All proposals must be signed with the vendor’s name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

SUBMISSION OF PROPOSAL

The completed response must be received no later than 3:00PM legally prevailing time on Monday, December 30, 2015.

One original signed proposal five (5) bound copies to include pricing worksheet in separate envelope and

one (1) electronic copy on either a jump drive or CD

The electronic copy should include the entire RFP response divided into **three files** Technical, Financial and Cost Proposal and should be submitted on either a jump drive or CD in a searchable PDF Format. Electronic versions must include the complete response, along with the cost proposal, references, vendor profile questionnaire, appendices, etc.

Proposals should be sent to the following address:

Floyd County Purchasing
Nancy Lam, Purchasing Director
12 E. 4th Ave., Suite 106
Rome, GA 30161

- ***Late bids will not be accepted.*** Each proposal must be sealed and submitted with the RFP name, closing date and time on the outside of the envelope/package.
- All forms and questionnaires (including the requirements matrices and cost) must be completed using the templates provided by Floyd County.
- Information must be furnished in compliance with the terms, conditions, provisions and specifications of the Request for Proposals. The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis. The response must follow the RFP Response Outline provided in the RFP.
- Floyd County reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided.
- Proposals and modifications or corrections received after the closing time specified will not be considered.

- Proposals shall be for the total net price including all applicable costs and shipping, charges.
- Negotiations will be conducted by the designated personnel within Floyd County. In the Transmittal Letter, vendors will designate, by name, who will receive offers and counter offers. The person named must be an authorized agent of the vendor able to conduct negotiations or written offers in good faith
- Please submit/forward all questions and matters relating to this RFP to the contact listed on the cover page of the RFP. Nancy Lam lamn@floydcountyga.org

GENERAL TERMS AND CONDITIONS

SEE DOCUMENT H

OWNERSHIP OF DATA AND CONFIDENTIAL INFORMATION

Floyd County Superior Court owns all data stored on the servers housing the Case Management System. In addition, information disclosed or obtained by one party in connection with, and during the term of the **Agreement** and designated as “Confidential” by the party claiming confidentiality at the time of disclosure. Confidential information does not include any information which was previously known to the other party without obligation of confidence or without breach of the **Agreement**, is publicly disclosed either prior or subsequent to the other party’s receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence. **The Vendor** shall provide **Customer’s** Confidential information only to **Vendor’s** employees that have a specific need for that information.

PROPOSAL POSTPONEMENT AND ADDENDUM

Floyd County Superior Court reserves the right to revise or amend the specifications or any other part of the proposal up to 72 hours prior to the time set for proposal submission deadline. All changes, submission deadline extension, additions, and/or clarifications in connection with this proposal will be issued by Floyd County Purchasing in the form of a written addendum. Verbal responses and/or representations shall not be binding on Floyd County. Copies of such addendums shall be furnished to all prospective vendors and will be posted on website. Prospective vendors are defined as those vendors who have obtained this RFP document subsequent to the advertisement and who have attended the mandatory pre-bid conference.

VENDOR COST TO DEVELOP PROPOSAL

All costs for preparing and submitting proposals, including travel, software demonstrations and labor in response to this RFP are to be the responsibility of the vendor and will not be chargeable in any manner to Floyd County.

VENDOR INVESTIGATION

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by Floyd County upon which the vendor will rely. If the vendor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the vendor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as:

- Floyd County reserves the right to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of Floyd County Superior Court.
- Floyd County reserves the right to negotiate modified proposals in the event it rejects one or more components of the software/services from the original proposal.
- In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors. See Evaluation Criteria for specifics.
- Vendor shall submit to Floyd County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Part VI.
- The vendor shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by Floyd County and vendor has received an executed copy of the contract from Floyd County.

NON-COLLUSION AFFIDAVIT

The vendor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the vendor or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

4.1 VENDOR RESPONSE FORMAT & CONTENT

Please format your proposal as described below. Deviating from this format may result in disqualification from further consideration during the evaluation stages.

Section	Title
	Title Page
	Letter of Transmittal
	Table of Contents
4.1	Executive Summary
4.2	Company Background and Experience
4.3	Software Pricing
4.4	Vendor References
4.5	Project Staffing and Organization
4.6	Implementation and Training Approach
4.7	System and Technical Description
4.8	Software Maintenance and Support
4.9	Project Team Resumes
5.0	System Requirements Matrix
6.0	Appendix
	A. Bidders Declaration
	B. Contractor Affidavit Under O.C.G.A. § 13-10-91(B)(1)
	C. Subcontractor Affidavit Under O.C.G.A. § 13-10-91(B)(3)
	D. Certificate Of Non-Discrimination
	E. Drug-Free Workplace Certificate
	F. Certificate Of Non-Collusion
	G. W-9 Taxpayer Identification Number And Certification

TITLE PAGE

The title page should include, at minimum, the following:

- **Name of Project** [Floyd County Superior Court Case Management System]
 - **Submitted by** [Company's Name]
 - **Date of Submittal**
- Copy X of 5** ("X") indicating the specific copy number for each of the 5 printed copies. Ex. The original should be marked Original.
- **REMINDER: PRICING WORKSHEETS TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE WITH ORIGINAL AND EACH COPY**

LETTER OF TRANSMITTAL

The transmittal letter will:

- Indicate the intention of the vendor to adhere to the provisions described in the RFP without modification; Vendor should include a signature line for Contract Compliance;
- Identify the submitting organization;
- Identify the person, by name and title, authorized to contractually obligate the organization;
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, fax, and email address;
- Acknowledge the proposal is considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or receipt of the last best and final offer submitted;
- **Acknowledge completion of the Pricing Worksheets and submit in a separate sealed envelope;**
- Provide the original signature of the person authorized to contractually obligate the organization;
- Signed by a company representative who is authorized to negotiate on behalf of the company.

TABLE OF CONTENTS

The table of contents should outline Sections 4.1. through 4.9., as described previously in this section.

4.1 Executive Summary

Include a brief executive overview of your proposal, the benefits you bring to the project, any partnering and subcontracting arrangements you plan to use for this contract, and any additional noteworthy information.

4.2 Vendor Qualifications, Financial Stability, and Litigation History

The vendor should provide:

- A brief profile of the company
 - A brief description of the organization structure and primary products and services provided
 - Other major products or services offered
 - Company's strategic direction in software design and support.
 - Company's present and future strategy (general) regarding Courts clients and related the company's products and service specific to those clients.
 - Company's commitment and track record serving Courts clients.
- A general description of the company's financial condition
 - Provide three years of financial statements
 - Provide information regarding any pending litigation, contract defaults, planned office closures, impending mergers, bankruptcies, or other conditions related to the financial health of the company
- Company's experience in performing work of a similar nature to that solicited in this RFP
 - Highlight participation in such work by the key personnel proposed for assignment to this project.

4.3 Software Pricing

Pricing is an important aspect of the overall evaluation of the vendor's response. Vendors are instructed to use the Pricing Worksheet below as this template must be used to provide the cost of the solution. Failure to use the provided worksheet may characterize the response as non-responsive and preclude the vendor from further consideration in this procurement. Please provide the level of detail as defined in the pricing worksheet. Clarification may be sought for incomplete responses. If clarifications are not received by the specified due date, they will be considered non-responsive and precluded from evaluation. **Pricing Worksheet will be submitted in a separate sealed envelope.**

PROPOSAL PRICES COURT MANAGEMENT SYSTEM

COST IF HOSTED BY VENDOR

Core Package: (Include the Core Module and any other Modules necessary to meet the requirements as found in the Specification.)					
* Each Proposer should indicate the license metrics of its pricing by using the following designators: "C" = Computer "N" = Named User, Single Server "U" = Concurrent User "E" = Enterprise "O" = Other					
(1) Module	(2) License Price	(3) License Metrics *	(4) Implement	(5) Training	(6) Extension
1.					
2.					
3.					
4.					
5.					
6.					
A. CORE PACKAGE SUBTOTAL (sum of 1 through 6)					\$
INITIAL YEAR SUPPORT AND MAINTENANCE: (This obligation shall commence on the date The Case Management System is completely operational, tested, and accepted by the County Courts and shall continue in effect for the 12 month period thereafter)					
B. INITIAL YEAR SUPPORT AND MAINTENANCE:					\$
TOTAL PROPOSED PRICE (SUM OF A & B) enter total here					\$

Extended Pricing:

EXTENDED SUPPORT AND MAINTENANCE: (Extended support and maintenance will follow the initial year of support and maintenance and each year of extended support and maintenance shall be at the option of the County.)

Year 2 Extended Support and Maintenance \$ _____

Year 3 Extended Support and Maintenance \$ _____

Year 4 Extended Support and Maintenance \$ _____

Year 5 Extended Support and Maintenance \$_____

Year 6 Extended Support and Maintenance \$_____

Detailed Hosted Site Specification and Pricing:

Include the location of facilities and guaranteed uptime, required internet speed, equipment used at the centers, replacement and improvement schedule of this equipment to insure our court will continue to run at optimal performance.

COST IF HOSTED BY FLOYD COUNTY

Core Package: (Include the Core Module and any other Modules required to meet the requirements as found in the Specification.)					
* Each Proposer should indicate the license metrics of its pricing by using the following designators: "C" = Computer "N" = Named User, Single Server "U" = Concurrent User "E" = Enterprise "O" = Other					
(1) Module	(2) License Price	(3) License Metrics *	(4) Implement	(5) Training	(6) Extension
1.					
2.					
3.					
4.					
5.					
6.					
A. CORE PACKAGE SUBTOTAL (sum of 1 through 6)					\$
INITIAL YEAR SUPPORT AND MAINTENANCE: (This obligation shall commence on the date The Case Management System is completely operational, tested, and accepted by the County Courts and shall continue in effect for the 12 month period thereafter)					
B. INITIAL YEAR SUPPORT AND MAINTENANCE:					\$
TOTAL PROPOSED PRICE (SUM OF A & B) enter total here					\$

Extended Pricing:

EXTENDED SUPPORT AND MAINTENANCE: (Extended support and maintenance will follow the initial year of support and maintenance and each year of extended support and maintenance shall be at the option of the County.)

Year 2 Extended Support and Maintenance \$_____

Year 3 Extended Support and Maintenance \$_____

Year 4 Extended Support and Maintenance \$_____

Year 5 Extended Support and Maintenance \$_____

Year 6 Extended Support and Maintenance \$_____

Detailed Hardware Specification and Pricing:

Include a description of the requirements (space, memory, etc) for the system to be added to the county’s current VMWare solution for this software addition. Pricing shall be included for any other hardware items required outside the virtual server for which the Proposer is the sole provider.

Cost of conversion:

Sustain Criminal and Civil cases – 205,000 documents
 Fines and Restitution payments - 5,600 csv format
 Fortis Documents – export file with the index fields and 205,000 documents in tiff images

4.4 Vendor References

List 5 of your customers that we can contact for references related to the solution proposed, including contact names, addresses, phone numbers, and a brief project description. These customers should be able to talk about their experience with your API, your customer support, about your implementation methodology. Please use the following format:

OrganizationName	
Address	
Contact Person	
Phone No.	
Email	

Organization Name	
Address	
Contact Person	
Phone No.	
Email	

OrganizationName	
Address	
Contact Person	
Phone No.	
Email	

OrganizationName	
Address	
Contact Person	
Phone No.	
Email	

OrganizationName	
Address	
Contact Person	
Phone No.	
Email	

4.5 Project Staffing and Organization

This section shall identify key personnel who will be assigned to the project. An organization chart for the project shall be provided. The chart shall indicate how the vendor intends to structure the project effort, and identify the Project Director/Engagement Manager, Project Manager, Technical Team Members, Trainers and all other key personnel.

The Project Manager designated by the vendor shall have the overall responsibility to Floyd County. The Project Manager shall have the responsibility for the day-to-day communications with Floyd County Superior Court, to coordinate the activities of the installation and implementation team, and to accomplish the scope of work within the contract budget and project schedule. **The Project Manager must have at least three (3) years of experience in administering project management services of the proposed software for a government entity.** A resume of the Project Manager must be provided detailing the work history for the last 3 years.

Each team member included in the project organization chart shall be identified by name, and a resume or profile shall be provided for each key person. Each resume or profile shall be complete and concise, featuring experience that is most relevant to the task responsibility the individual will be assigned. If an individual is assigned to more than one position, the relevant experience shall be indicated for each task assigned. Each **proposed team member must have a minimum of three (3) years of experience with an installation of the proposed software for a client court.**

For all proposed project team members, please also indicate other projects these individuals will most likely be engaged in at the time this project commences, as well as anticipated completion dates for those other projects, and how that may impact the amount of time the individuals will be spending on Floyd County Superior Court' implementation. Please also indicate the anticipated percentage of time each team member will be dedicated to Floyd County Superior Court' implementation throughout the course of the project.

4.6 Implementation & Training Approach

In this part, the vendor is requested to provide details of its methodology and implementation strategy. The Work Plan shall provide a narrative description of the plan for implementing the work tasks as well as any substantive or procedural innovations used by the vendor on similar projects that are applicable to the services described in this RFP. The Work Plan should address the amount of resources expected from Floyd County Superior Court in order to successfully carry out all the implementation activities.

The Work Plan and Schedule shall address the following:

1. Detailed Implementation schedule
2. Project Management Services
3. Planning
4. Implementation
5. System Integration Plan
6. Data Conversion Plan
7. Data / System Interface Plan
8. Test Plan
9. Training Plan
10. Documentation
11. System Deployment
12. Pre and Post Go-Live Support

The Work Plan and Schedule must be prepared with suggested major tasks and payment milestones that include Courts acceptance review. These payment milestones should clearly identify quantifiable, measurable, sub-tasks to allow determination of milestone completion status during all phases of the project. The Schedule should indicate critical path tasks and dependencies between tasks.

The Work Plan and Schedule should be of sufficient detail to provide Floyd County Superior Court the necessary task, resource, and sequence information to allow for logistics and staff allocation planning. The vendor's Work Plan must state any facilities, data, and other requirements that Floyd County Superior Court will be expected to provide.

Floyd County Superior Court understands that each vendor will have their own implementation methodology derived from their industry experience and software requirements. It is the desire of Floyd County Superior Court to have consistency of detail within the Work Plan and Schedule across respondents to allow for an objective determination by staff as to the quality and feasibility of each respondent's Work Plan and Schedule.

The Work Plan should be created in Microsoft Word and the Schedule must be created in Gantt chart format using Microsoft Project. At a minimum, this chart must show phases, tasks, sub-tasks, and staff utilization, including new government resources. Floyd County Superior Court may request task expansion or contraction, additional task details, and/or scheduling modifications within the Work Plan or Schedule prior to award of the contract. Floyd County Superior Court may require vendor to perform Project Management activities on a web-based Project Management tool or portal to enhance review and collaboration.

The vendor's plan should specify the recommended time period for each phase. The vendor should cite instances of actual implementation time frames (where the proposed strategy was applied) on previous similar engagements.

The Work Plan must include the proposed responsibilities of the Project Manager. The Work Plan must describe the vendor's program control methods for demonstrating vendor's performance, adherence to and control of the project schedule and budget.

The Work Plan must describe the vendor's commitment of resources for Technical and Functional-area Team Members. This Team consists of the experts in the various modules of the proposed software for Floyd County Superior Court. The Work Plan and Schedule must display the amount and timing of the proposed effort within the project milestones.

The vendor's Work Plan should list any specialized system personnel that would be required at Floyd County Superior Court to maintain and operate the proposed system.

The Work Plan must include time and activities set aside to revise Floyd County Superior Court's existing practices to best utilize the proposed software's functionality. Floyd County Superior Court recognizes that improvements in structure and processes can be as beneficial as improvements in technology.

Accordingly, the vendor's experience with similar organizations and "Industry Best Practices" is important to Floyd County Superior Court and should be reflected in the Work Plan and Schedule.

The Project Work Plan and Schedule must include the time and resource commitment for testing and accepting the system components and configuration within Floyd County Superior Court's simulated production environment.

The Work Plan must include the vendor's recommended Training Plan for end users of the selected software and for IT staff responsible for ongoing system maintenance and support. The plan must include detailed listings of training programs for technical staff, configuration staff/core users, senior management and information/end users. Additionally, the Work Plan must state the method of training (instructor-led hands-on classroom training, train-the-trainer, offsite public classroom training, web-based training, etc.), the number of training hours to be provided, and the size of the recommended number of participants in each training program and the infrastructure and systems required. The Work Plan Schedule must show the type of training provided and the hours of commitment for each implementation phase.

The Work Plan and Schedule must include the vendor's recommended Deployment Plan for converting from the testing environment to the "live mode" of operation. This effort must describe the final steps of the process and the amount of resources required to successfully complete this task. The procedure must include vendor's site preparation, rollout, migration, turnover to production and organizational transition strategies. It must also include contingency plans for falling back to the old system should there be an unexpected problem with the new system.

The Work Plan must include a description of the vendor's post-implementation technical support programs. This must include the types of programs available, the hours and days of operation and information on response time for urgent and non-urgent assistance requests. Full details of the Service Level Agreements offered should be provided, including penalties for non-compliance.

Although Floyd County is requesting a Work Plan as part of the RFP response, it recognizes that the vendors may need to refine the Work Plan in order to use it as a management tool during implementation. Floyd County expects the selected vendor to develop a detailed Work Plan as part to their Scope of Work and to be submitted no later than 30 days after execution of the contract.

4.7 Systems and Technical Description

Vendors should address the following for both options Hosted by Vendor and Hosted by Floyd County:

- **Server Configurations**
 - Provide the number of servers, processor configurations and speeds that will support the proposed solution. Include number of processors, memory and disk cache for each server.
 - Provide the communication requirements for servers.
 - Identify the required operating system, version and service packs or patches required to support the proposed solution. Identify any additional environmental software required to support the proposed solution.
 - Please state if the needed servers may be virtual servers powered by VMware.
- **Workstation Configurations**
 - Provide the workstation configurations that will support the proposed solution. Include processor speeds, memory and disk cache configuration.
 - Provide the communication requirements for PC's.
 - Identify the required operating system, version and service packs or patches required to support the proposed solution. Identify any additional environmental software required to support the proposed solution.
- **Storage Configurations**
 - Provide the storage configurations that will support the proposed solution.
- **Overview of System Description**
 - Identify the supplied software modules, system architecture and development tools.
 - Identify other software that is required for the proposed solution.

- Identify the recommended hardware for all environments, including test, training, and production.
- Describe recommended redundancy and fault tolerance guidelines.
- Identify any additional recommended operating environments: test, train and production.
- Describe the application security environment.
- Describe your future direction and plans for the software.
- Describe all pre-existing interface points.
- Describe the required skills and resources needed by Floyd County Superior Court to technically support and maintain the system.
- Describe your upgrade policies, frequencies and costs.
- Describe software licensing (server, user, processor based, etc.)
- Describe warranty and support.
- **Detailed Technical Description**—This section should contain all pertinent information about the proposed hardware and operating system, utilities, and tools used in the development of the software, the database management system, the user interface, and the architecture of the system. At a minimum, the vendor shall discuss the following:
 - **Scalability: Analyze current and projected future system volumes**
 - Application configuration and support components: Application development tool kit, load testing, automated scheduling, utilities to monitor resource utilization, web development tool kit, report generation scripts, audit and system logging, migration/change control tools, etc.
 - Database architecture: Utilize utilities for database performance monitoring and tuning that comply with industry standards
 - Database performance and optimization: Load balancing and/or clustering ability for extended scalability and performance
 - Database integrity: History tracking within the database, logging options, record locking, etc.
 - Server architecture: Include a full description of the recommended and supported hardware solutions for all environments such as test, training, production, etc. In addition to providing the “Recommended System Requirements”, please also provide the “Minimum System Requirements” for each environment needed by Floyd County Superior Court to achieve the requirements detailed in this RFP

- Configuration tool kit: Include Database Configuration Tools, Business Process Management Tools, User Interface Management Tools, etc. to allow the system administrator to configure business rules and workflow processes. This allows the Agency to be self-sufficient and able to make changes as the needs of the Agency change. Software should also provide an API—Interface protocol—so if desired the Agency IT can create necessary interfaces to third party vendors.
- Any applicable system diagrams to more clearly explain requirements and options.
- End user experience: Include expected response time benchmark test results based on recommended configuration.
- Security: Describe the technical controls that are in place to ensure confidentiality, integrity and availability.

4.8 Software Maintenance and Customer Support

At a minimum, the proposal must include information and pricing associated with all aspects of ongoing support and maintenance activities. This proposed support must include: software maintenance, product help desk, product fixes, product enhancements and regular product releases based on a defined on-going maintenance fee. The vendor should discuss its upgrade policies and upgrade history of the proposed solution. The vendor must have the ability to connect to the customer's system securely and remotely to diagnose and correct problems real-time. The vendor should describe the process for Floyd County Superior Court to request future product enhancements. The vendor must propose the on-going costs for product maintenance and upgrades for a 5-year period in the pricing response. Software Maintenance and Support Services agreements will commence once the application has been accepted into production/go-live.

The vendor is also requested to provide details of its software maintenance and update methodology, including how software updates are distributed, frequency of updates and recommended approaches for Floyd County Superior Court to test and install software updates prior to rolling them into production. The vendor should provide information regarding the types of vendor and new government skill sets required to implement incremental and major updates to Floyd County Superior Court' production environment as well as how the vendor recommends ensuring that custom configuration and custom code is addressed during the upgrade to ensure that no new government-specific changes are lost.

The vendor should also describe the Quality Assurance measures in place to ensure code is thoroughly tested prior to releasing it to Floyd County Superior Court.

The vendor should discuss if there is a forum where users can report and address software issues. Additionally, the vendor should discuss how much influence customers have in product direction, including technology used, enhancements, and new features, including the process used to provide input, feedback, and software road map reviews.

The vendor should disclose if national and regional user groups exist for users to meet and discuss the different ways in which the software can be implemented.

Vendors should also provide details on their Technical Support and Help Desk infrastructure, staffing levels, organizational structure, and abilities, including hours of operation, issue management and tracking tools, service level agreements, and a general description on how Floyd County Superior Court would interact with Technical Support and Help Desk staff.

4.9 Project Team Resumes

Under this section, provide a brief resume of key persons, specialists, and individual consultants assigned to the project.

5.1 SYSTEM AND VENDOR REQUIREMENTS

This section lists the requirements for a **Court Case Management Software** with a successful vendor.

Explicitly indicate whether your currently released product meets the requirement by placing an “X” in the appropriate column.

- **Yes:** Mark “yes” if the current release of your product meets every aspect of the requirement exactly as written. Comments elaborating on how you meet these items are encouraged, though not required.
- **Partial:** If you partially meet the requirement, mark “partial.” Provide comments in the related comments area regarding what aspects of the requirement you do or do not meet.
- **No:** If you do not meet the requirement, please mark “no.” If you do not currently meet the requirement but will in a future release, or feel that you meet the requirement in an alternative way, please mark “no” and provide comments regarding that item. Floyd County Superior Court, in its sole discretion, will determine whether any alternative version is acceptable.

VENDOR RELIABILITY & COMMITMENT TO IMPLEMENTATION SUCCESS

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
VR	Vendor Reliability & Commitment to Implementation Success			
VR-1	Training: Vendor must provide a fixed cost for unlimited administrative and configuration training prior to go-live.			
	<i>Response:</i>			
VR-2	Customers: Vendor must have previous experience with case management software in Georgia.			
	<i>Response:</i>			
VR-3	Sandbox: Vendor must allow Court to try out software solution at no risk with a member of vendor’s staff on-site in a lab environment for 10 days prior to contract signing (“sandbox”).			
	<i>Response:</i>			
VR-4	Training: Vendor must provide sufficient detailed training to allow Court project team to participate in the configuration process, thus reducing overall project costs to Court. In particular, vendor must provide instruction on configuring screens, creating and managing document templates, configuring searches, creating custom reports, automating workflow processes, building business rules, configuring accounting, and administering other aspects of the solution.			
	<i>Response:</i>			
VR-5	PMP certification: Vendor must include at least one PMP-certified individual on proposed project team.			
	<i>Response:</i>			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
VR-6	Ongoing training: After go-live, Vendor must provide regular training opportunities through webinars, user conferences, annual onsite training, newsletters, etc.			
	<i>Response:</i>			
VR-7	New releases: Vendor should offer at least two new software releases each year. These should be included at no additional charge, as part of the agreement.			
	<i>Response:</i>			

Total Cost of Ownership

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
TCO	Total Cost of Ownership for Solution			
TCO-1	Browser-based: System must natively operate on Court's choice of either modern browser: Internet Explorer 11+, Firefox, Chrome, and Safari. <i>Response:</i>			
TCO-2	Server OS: To allow Court to maximize operating system options, the system must be capable of running on a VMWare Microsoft Server if we select hosting at Floyd County. <i>Response:</i>			
TCO-3	Configurable: For maximum value to the court, the system must be a commercial off-the-shelf court case management system framework that allows Court to meet Court's current case management needs, and adapt to future changes. It must provide the court with the ability to flexibly configure a wide variety of screens, workflow, searches, time standards, time slots, and courtroom processes, using all case and case-related metadata. <i>Response:</i>			
TCO-4	User-specific dashboards: Software should allow users to manage their own dashboards, without having to rely on or pay the vendor to do this. <i>Response:</i>			
TCO-5	Create screens: Software must allow court's administrative users to be able to create screens, user defined fields, define its own data validation warning and error messages, and configure a number of screen attributes without having to rely on or pay vendor. <i>Response:</i>			
TCO-6	Update statutes: Software must allow court's administrative users to update all statutes, fees, etc. whenever new legislation is received without having to rely on or waiting for the vendor. <i>Response:</i>			
TCO-7	Build integrations: Software must allow the court to create an unlimited number of integrations to other applications or partner agencies through use of a web services API. <i>Response:</i>			
TCO-8	Create new reports: The software must allow the court to build new reports or alter existing ones without vendor assistance. <i>Response:</i>			
TCO-9	Create business rules: The software must allow the court's administrative users to create new business rules or change existing ones without vendor assistance.			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
	<i>Response:</i>			
TCO-10	Upgrades included: All software upgrades (including major and minor versions), service releases (patches), and updated system documentation must be provided at no additional cost as part of the agreement.			
	<i>Response:</i>			
TCO-11	Metadata: The software must provide the ability to add fields to existing tables; to add new tables to the system; to configure new fields on screens; and to rename fields on screens, without relying on or paying vendor. These changes must be supported by subsequent version updates at no additional cost.			
	<i>Response:</i>			

Case Tracking

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CT	Case Tracking			
CT-1	Track event and case information: The software must be able to track all relevant event information; charges and charge information; law enforcement, victims, witnesses, and other case-involved persons; sentencing information (including sentence credit and suspended time); court conditions; notes; and other case information. <i>Response:</i>			
CT-2	Track court information: The software must track court-defined attorney and court information, including, but not limited to: court location, docket number, judge name, court notes, all attorneys involved, and attorney date assignment. <i>Response:</i>			
CT-3	Track charges: For statistical purposes the software must be able to track arresting charge, amended charges, and final charges. Users must be able to track location information for the charge(s), as well as the sentence, sentence credit and suspended time, and location for each charge. For cases with multiple charges, the software must allow users to repeat similar charge information automatically. <i>Response:</i>			
CT-4	Case Management: Software must allow the capture of unlimited charges within a case record, and allow each charge to be individually modified and disposed. <i>Response:</i>			
CT-5	Track testing and results: The software must be able to track substance abuse testing (including drug and alcohol) and test results. Software must have the ability to automatically create court defined documents, events, and notifications based off these results. <i>Response:</i>			
CT-6	Track court conditions: The software must be able to track court conditions placed on a case, including non-monetary provisions such as work programs, and community service. <i>Response:</i>			
CT-7	Track compliance: The software must track progress, compliance, and completion on referrals for services and programs including counseling, treatment, education, and employment and allow for the automatic creation of court defined documents, reports, events, and notifications based on progress, compliance, and referral statuses. <i>Response:</i>			
CT-8	Track modifiers: The software must track statute enhancers and modifiers.			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
	<i>Response:</i>			
CT-9	Assign and reassign cases: The software must allow court to assign and reassign cases to individuals and teams/divisions both manually and automatically, individually and in bulk.			
	<i>Response:</i>			
CT-10	Join related cases: Users must be able to join (with a soft record ... not consolidate) an unlimited number of related cases, and indicate the reason why the cases are joined (scheduling, multi-defendant, financials, or any other codified value).			
	<i>Response:</i>			
CT-11	View all case persons: The software must allow users to view all persons involved in a case on one screen, including the defendant, representative(s), law enforcement officer(s), witness(es), victim(s), parent(s)/guardian(s) if juvenile. Users should be able to hyperlink directly from the list to the referenced case or name record.			
	<i>Response:</i>			
CT-12	Multiple case identifiers: The software must be able to categorize a case with multiple identifiers for reporting purposes (e.g., DWI, Domestic Violence, Drug Court, Capital Punishment, Divorce, Mental Health Court, Bond Forfeiture, Eviction).			
	<i>Response:</i>			
CT-13	Define numbering rules: The software must be able to define rules for case numbers and be able to include letters, numbers, and other symbols as part of the convention (e.g., JAN-010, 15CR00135-JFL001, etc.).			
	<i>Response:</i>			
CT-14	Reopen cases: The software must be able to reopen previously closed cases retaining previous case closure and current reopening information.			
	<i>Response:</i>			
CT-15	Correspondence: The software must be able to track correspondence by individual involvement to a particular case.			
	<i>Response:</i>			
CT-16	Data formatting: The software must apply data entry formatting in applicable number fields (e.g., Phone number (xxx) xxx-xxxx, ext. xx, zip code xxxxx).			
	<i>Response:</i>			
CT-17	Differential Case Management: The software must fully support differential case management, where different case types have different timelines and time standards that as they expire or are completed prompt different results.			
	<i>Response:</i>			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CT-18	Copy case: The software must be able to easily copy entire case information or selected information including charges, persons, documents, and events.			
	<i>Response:</i>			
CT-19	Notes: The system must provide a notes utility that allows for the easy capture of free text. The notes must allow the user to share the note court-wide, or make the note private, or share the note with certain users in the system's user directory. Users must be able to reply to a note.			
	<i>Response:</i>			
CT-20	Notes Library: The system must provide a notes library that allows users to organize their own notes, including lists, sentences and paragraphs that can be one-click copied and pasted into a case note.			
	<i>Response:</i>			
CT-21	Checklists: The system must provide a checklist feature that will automatically add predefined checklists to a case. This feature must allow different checklists to be added to a case depending upon the case type, case category, or other case data.			
	<i>Response:</i>			
CT-22	Case Load: The system must provide a case load count per judge and allow percentages given to each judge to be modified if their load becomes unbalanced.			
	<i>Response:</i>			
CT-23	Judge assignment: The system must provide random judge selection and the ability to select the judge assigned to a defendant's prior cases.			
	<i>Response:</i>			

Name Tracking

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
NT	Name Tracking			
NT-1	<p>Single name entry: The software must accommodate single party name entry in a fully relational table (i.e., a party is entered only once and can then be linked with case information anywhere else in the application). Users must be able to search for and update a name's unique identifier for the purpose of maintaining a common listing for a single person.</p> <p><i>Response:</i></p>			
NT-2	<p>Contact information: The software must be able to track an unlimited number of addresses, phone numbers, and e-mails for any name. The software must track the dates any contact information is changed with effective from and to dates. The software must be able to display former contact information using formatting such as italics, gray font, etc.</p> <p><i>Response:</i></p>			
NT-3	<p>View all other cases for a person: The software must allow users to view all cases linked to a party, and from this view allow users to navigate with one click directly to a specific case. A party inquiry identifies, at a minimum:</p> <ul style="list-style-type: none"> • all aliases and cases • case status • the person's relationship to each case (e.g., defendant, victim, witness, or parent/guardian of juvenile) • any associated charges • any dollar amounts owed • any alerts (warrant, arrest, probation) on any other case <p><i>Response:</i></p>			
NT-4	<p>Charges: The software must be able to record an unlimited number of charges per case.</p> <p><i>Response:</i></p>			
NT-5	<p>Duplicate name: The software should provide duplicate name detection tools to prevent the database from becoming cluttered with duplicate name records. Administrators should be able to search for duplicate name records using varying degrees of confidence. Administrators should have the capability to merge duplicate names once found.</p> <p><i>Response:</i></p>			
NT-6	<p>Auto-populate city and state: System should be able to auto-populate city and state when user enters the zip code.</p> <p><i>Response:</i></p>			

Configurability to Meet Court's Specific Needs

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CM	Configurability to Meet Court's Specific Needs			
CM-1	<p>Unlimited case types: The software must support unified case management. For example, the court can define an unlimited number of additional case types, without purchasing additional case type specific modules.</p> <p>Each defined case type must support the following functionality:</p> <ul style="list-style-type: none"> • When case types are entered, only relevant codes and values (i.e., events, documents, statutes) are displayed. • Only defined users or user groups can add or access specified case types. • Each defined case type can have different applicable defined business rules. 			
	<i>Response:</i>			
CM-2	<p>Configure without source code: The court must be able to Change Business Rules, Workflow Processes, Time Standards, Add Additional Fields to Screens as well as have software configured by vendor, without recompiling the software application or touching the source code.</p>			
	<i>Response:</i>			
CM-3	<p>Dashboard work queue assignments: The system must display work queue assignments on the dashboard for the specific court user or team.</p>			
	<i>Response:</i>			
CM-4	<p>Supervisor dashboard work queues: The system must include a supervisor view of the dashboard that provides management information about the status of tasks (high priority, due today / tomorrow / 2-3 days, etc.) for the work queue.</p>			
	<i>Response:</i>			
CM-5	<p>Dashboard saved searches: The system must provide individual users with the ability to display searches that they save on their unique dashboard.</p>			
	<i>Response:</i>			
CM-6	<p>Dashboard realtime searches: The system must provide individual users with a search function that displays realtime results whenever the dashboard is displayed or refreshed.</p>			
	<i>Response:</i>			
CM-7	<p>Configurable screens: The court must be able to create screens</p>			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
	for each of their different case types—including unique screen displays, fields, coded values, system views, time standards, alerts, documents, and balances due.			
	<i>Response:</i>			
CM-8	Dynamic screens: The software must provide dynamic screen capability (i.e., variable information collected in section one will change the information that is displayed for entry in section two).			
	<i>Response:</i>			
CM-9	Case automation rules: Solution must allow the court to create business rules that can automate workflow procedures without having to go through vendor.			
	<i>Response:</i>			
CM-10	Trigger business rules: The system must provide the ability to trigger business rules in multiple ways, including based on an insert or update of a database value, a specific day/time, or the arrival of a new file in a networked folder.			
	<i>Response:</i>			

Document Capabilities

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DC	Document Capabilities			
DC-1	Document Management System: The software must allow for any file type to be linked and run from the “electronic” case file, including but not limited to documents, images, audio, video, and email correspondence. Administrators and/or users should be able to lock files to other users when they have them open.			
	<i>Response:</i>			
DC-2	Sealing: The software must allow the administrator to provide varying privileges relative to sealing and sealed information. Administrator should be able to designate personnel who can seal entire cases and particular documents, personnel who can see that sealed items exist without being able to access them, personnel who cannot see that sealed items exist, and personnel who can “unseal” sealed items. The seal feature must provide effective from and to dates.			
	<i>Response:</i>			
DC -3	Search documents: All case and person data that is stored in the system must be able to be indexed and searched using native, configurable search forms.			
	<i>Response:</i>			
DC -4	Document scanning: The software must contain a document scanning feature that allows users to scan documents directly into the CMS from a desktop-attached scanner. Does the software have the capability to use Microsoft Word to create Templates? What format are the images stored in?			
	<i>Response:</i>			
DC -5	Document highlights and notations: The software must allow users to highlight information and add notations, redact, etc to each document.			
	<i>Response:</i>			
DC -6	Document moving and copying: The software must provide a document moving and copying function that allows the court to move or copy files from the electronic case file of one case record to the electronic case file of another case record.			
	<i>Response:</i>			
DC -7	Document templates: System must enable the court to build an unlimited number and type of document templates (e.g., subpoenas, letters, receipts, appeals, etc.), using the court’s standard templates, in Microsoft Word.			
	<i>Response:</i>			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DC-8	Generate documents: System must be able to generate documents on demand, based on an event, or in batch at a specific time (including after-business hours). Automatically generated documents must be automatically linked to the appropriate case/person record for future reference.			
	<i>Response:</i>			
DC-9	Document creation: The system should provide the ability to allow users to select variable information when they generate a document, including predefined information that can be added by clicking a radio button, and free text.			
	<i>Response:</i>			
DC-10	Document editing: The system should allow users to edit and save back a document after it is generated to allow them to make further changes using the latest version of Microsoft Word.			
	<i>Response:</i>			
DC-11	Signatures: The system must allow the court to associate a signature image to a specific court user, and apply that signature to a document as part of an automated process, or stamp the signature on a document as part of a manual workflow process. Please explain this procedure.			
	<i>Response:</i>			
DC-12	Signatures: The system must allow the court to use a tablet or touch screen device to sign a document with a tablet pen or fingertip.			
	<i>Response:</i>			
DC-13	Batch documents: System must be able to print documents as part of a batch, either automatically or on demand.			
	<i>Response:</i>			

Calendars, Dockets and Courtroom

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
C	Calendars and Dockets			
C-1	Calendars on dashboard: The software must allow individual and/or team calendars (depending on the person’s role) to be shown on an individual’s main “dashboard.”			
	<i>Response:</i>			
C-2	Calendar for events: The software must allow staff to view a calendar for their upcoming events and their office or division’s upcoming events. Calendars must allow for daily, weekly, and monthly views in a standard calendar format (such as Google Calendar or Microsoft Outlook).			
	<i>Response:</i>			
C-3	Microsoft Exchange or Gmail: The software should include an integration to the Court’s email. Events from an individual’s CMS calendar should automatically be imported into his/her Outlook or Gmail calendar.			
	<i>Response:</i>			
C-4	Dockets: The software must allow users to create and manage automatically re-occurring dockets. Users must be able to specify docket names, start and end dates, times, docket frequency, case types, event types, combinations and subsets of case/event types, and number of events in docket. The software should be able to display the docket calendar on a daily, weekly, or monthly basis, on a calendar view similar to Google Calendar or Microsoft Outlook. Users should be able to specify dockets as either active or inactive. Future events in inactive dockets should remain scheduled.			
	<i>Response:</i>			
C-5	Scheduling & rescheduling events: When scheduling new events, the software should provide a drop-down calendar to enable users to easily view and choose the correct dates.			
	<i>Response:</i>			
C-6	Courtroom Check-in: System must provide for configurable courtroom check-in features that allow users to quickly find a party’s docketed event, select whether the party requires a translator, make notes that are available for the courtroom staff to review, and alert the courtroom that the party or representative has checked-in.			
	<i>Response:</i>			
C-7	Courtroom Next Step Intention: System must provide the ability for the user or the party, at check-in, to capture the party or representative’s next step intention (e.g.: guilty plea, nolo plea, discuss with solicitor, unknown, bench trial, etc.) for the purpose of streamlining courtroom management. These next step intentions must be configurable by case type and/or judge.			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
	<i>Response:</i>			
C-8	Courtroom Processing: System must provide for configurable courtroom processing that allows the entry of text minutes, and also allows the entry of any case related data elements, such that the case related data elements will be saved back to the case from the courtroom processing application. Case related data elements must include sentences, sentence conditions, scheduled events, attorneys, case special statuses, and fines and fees.			
	<i>Response:</i>			
C-9	Courtroom Minutes: Courtroom module must allow the user to click on quick links to add items to the minutes, or to type corresponding codes into a command line to quickly add items to the minutes.			
	<i>Response:</i>			

Time Saving & User-Friendly Features

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
TS	Time Saving & User-Friendly Features			
TS-1	<p>Business Rules: Solution must include a business rules engine that can be triggered based on database activity (e.g.: insert of a case, insert/update of a data element on a case, expiration of a time standard), on a schedule, on demand, or when a file arrives at a network drive.</p> <p><i>Response:</i></p>			
TS-2	<p>Business rules: Business rules engine must be capable of automatically:</p> <ul style="list-style-type: none"> • Closing cases based on Court-defined rules • Generating documents, events, system reports and notifications based on case closure or other event • Preventing users from closing cases unless other values are entered based on Court-defined rules (e.g., a case cannot be closed without a disposition). • Initiating the schedule of future tasks based on occurrence of prior tasks or events as defined by Court. • Notifying case-involved (and/or other) individuals of case status changes and other Court-specified events. • Routing cases and work tasks based on Court-specified rules and notifying users of those routed items. • Assigning attorneys based on a Court-specified case weighting system. • Triggering events, case status changes, documents, and correspondence based on prior events. • Disallowing users from saving and exiting a case without first saving mandatory fields (as specified by Court). <p><i>Response:</i></p>			
TS-3	<p>Build new reports: Court must be able to build new reports or alter existing ones without vendor assistance. Users should not need highly technical skills in order to use report writing tool. Users must be able to format reports to accommodate multiple paper sizes and viewing layouts.</p> <p><i>Response:</i></p>			
TS-4	<p>Ad hoc tool: The software must include an ad hoc searching and reporting tool that provides the following functionality:</p> <ul style="list-style-type: none"> • Drill down and hyperlink functionality • Automated, scheduled email reporting to staff and external stakeholders • Accessible within case management system (users should be able to view and create reports from within system) 			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
	<ul style="list-style-type: none"> Graphing functionality Provides ability to export results to a number of different formats (e.g., Word, Excel, XML, CSV, PDF) 			
	<i>Response:</i>			
TS-5	Search tools: The software must allow users to search for names, cases, and documents. Users must be able to search based on any information they have available (e.g., partial names, ID numbers, phone numbers, date of birth, addresses, case numbers, date ranges, etc.) Software must include wildcard and Soundex search options.			
	<i>Response:</i>			
TS-6	Search results – pivot format and totals: The software must be able to configurably create pivot table-like search results that display data and corresponding totals for the search results. The results must be viewable natively within the application.			
	<i>Response:</i>			
TS-7	Search results: The software must be able to sort and list search results to allow users to quickly locate case, name, or document for which they are searching. Users should be able to hyperlink directly from search results to a specific section of a case or name record (e.g., case summary, scheduled events, party record).			
	<i>Response:</i>			
TS-8	Ticklers: The software must allow Court to define and display ticklers, alerts, and prompts.			
	<i>Response:</i>			
TS-9	Shortcuts: Users must be able to navigate to views of data in the system using configurable shortcuts (e.g.: Ctrl+E opens the Add Event screen, and the court can change the shortcut to a different combination such as Ctrl+A, etc., if it wants to do so).			
	<i>Response:</i>			
TS-10	Warnings and Error Messages: System must provide the ability to configure warnings and error messages on any configurable case initiation and data insert and update screen. These must be reasonably configurable on any table and on any data insert or update form; must allow the administrative user to point and click to select database values, including “and,” “or” and “in” statements; and provide the ability to use free text for the error or warning message. A warning message, when produced, must allow the user to save entered data; an error message, when produced, must prevent the user from saving entered data.			
	<i>Response:</i>			
TS-11	Visual prompts: The software must allow for visual alert prompts for users for key Court-defined name and case information, such as if an individual is a juvenile, has a warrant, has been arrested, owes			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
	money, etc.			
	<i>Response:</i>			
TS-12	Tabs: Users must be able to have multiple cases open simultaneously on the desktop, using a tabbed layout (similar to most internet browsers). Users should be able to move away from cases/notes to work on another case without having to first save their work.			
	<i>Response:</i>			
TS-13	User preferences: Individual users should be able to set their desktop theme, determine and select which items they want on their dashboard, and arrange the items on their dashboard. They should be able to create multiple dashboards. These settings must be saved for the particular user and appear as set-up when the user logs out and logs back into the system.			
	<i>Response:</i>			
TS-14	Hyperlinks: Case and name records should automatically hyperlink to other cases or names referenced within them, allowing users to open those as new tabs with a single click. The Court must also be able to turn off these hyperlinks and present them as text only if it so desired.			
	<i>Response:</i>			
TS-15	Minimize data entry: The software must minimize data entry by allowing one name to be linked to an unlimited number of cases or other names, and one case to be linked to an unlimited number of other cases or names. Users should not need to duplicate entry of data elements.			
	<i>Response:</i>			
TS-16	Client photo: The software must have a method to display and link a person's photo.			
	<i>Response:</i>			
TS-17	Auto-populate city: The software must auto-populate City and State by entering the zip code.			
	<i>Response:</i>			
TS-18	Auto-filtering codes: The software must support auto-filtering on all coded lookup fields. For instance, typing 'M' in the Gender fields automatically fills 'Male' in the data entry box.			
	<i>Response:</i>			
TS-19	Automatic notifications: The software must allow for automatic notification to users and attorneys of important case and event information. Court must be able to set up notifications, including time in advance they are sent, specific wording, and notification type (e.g., email, pop-up, other).			
	<i>Response:</i>			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
TS-20	Help notes: System must provide the ability for the court, without vendor assistance, to create a help note next to any configured field on any configurable insert, update and search screen. If notes are free text, the notes must be full text searchable. Help notes must also have the ability to store pdf, Word, video and audio files.			
<i>Response:</i>				

Data Security

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DS	Data Security			
DS-1	Navigation: System must allow for navigation profiles, such that a user's profile will display defined screens to the user per court requirements.			
	<i>Response:</i>			
DS-2	Security tools: System must provide security profiles that allow Court to create security groups that are assigned security attributes, and to those attributes we can assign privileges to case types, to data elements, and to system functions. System must also allow Court to utilize Access Control List restrictions that restrict a specific user from viewing a specific case, or restrict a specific case to be viewed.			
	<i>Response:</i>			
DS-3	Security Access Control Lists: System must also allow Court to utilize Access Control Lists that allow Court to enter a case number and either restrict a specific user from viewing / updating a specific case, or restrict a specific case for viewing / updating by a specific user.			
	<i>Response:</i>			
DS-4	Control of tools: Court must be able to have full control of security tools (e.g., adding existing users to or taking them from security groups, adding/removing specific row-level privileges) without going through vendor.			
	<i>Response:</i>			
DS-5	Create new profiles: Court must have the ability to create additional security profiles beyond defaults that come with the system and control what functions or data an individual or group can view, edit, or otherwise access.			
	<i>Response:</i>			
DS-6	Multi-agency: The software must provide multi-agency, multi-division, and multi-jurisdiction security for case records, such that employees of one agency can be restricted from viewing or modifying the case records of another agency using the application, while still using the same master name database.			
	<i>Response:</i>			
DS-7	Different access privileges: The software must support various types of access privileges including at least read-only, update, and no access.			
	<i>Response:</i>			
DS-8	Auditing: The software must provide comprehensive auditing & logging giving administrators a granular view of what data is being edited, viewed, deleted, and added by system users. The software			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
	must track each instance of the date, time, login and machine (url) of the person who added or modified the record.			
<i>Response:</i>				
DS-9	Seal case elements: Users with sufficient privileges should be able to seal case elements, including the entire case and documents, pursuant to court order.			
<i>Response:</i>				

Data Sharing & E-Capabilities

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DE	Data Sharing & E-Capabilities			
DE-1	API included: Vendor must include an API that Court can use to integrate with other justice partners or software solutions. <i>Response:</i>			
DE-2	API easy to use: API must be intuitive enough to use by individuals with programming background, without requiring vendor assistance after training. <i>Response:</i>			
DE-4	E-capabilities: Solution must include integrated e-capabilities, allowing Court to make information available, accept e-filings, provide discovery, and accept payments online. <i>Response:</i>			
DE-5	View-only web access: The software must provide secure, view-only access via the web for staff, administration, and external case participants (i.e. law enforcement officers, judges and even the public). For security purposes, the Court's technical staff must be able to define accessible areas based on groups, roles, or users. For example, a law enforcement officer can only query certain areas of the software while the administrator can query the entire application. Please include description of how web outside the county's network works. Do you have a copy of live data that the public views from outside the County's network or do we have to allow traffic thru our firewall to the live database? <i>Response:</i>			
DE-6	Multiple agencies: Court wishes to add additional justice partners (probation, prosecution, public defender, constable) onto solution. Thus, solution must be able to be configured for multiple agency types, agencies, and divisions uniquely, with each group having unique screens, user-specific dashboards, and business rules that apply only to it, and are only visible to it. <i>Response:</i>			
DE-7	Security rules: Solution must have robust security rules, allowing multiple agencies or divisions to share specific data while restricting other data from view. <i>Response:</i>			

Case Financials

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
F	Financials			
F-1	Tills: The software must allow a user to use his till at any workstation, and then without closing the till or logging out of the system, allow the same user to log into another workstation(s) and continue to take payments against the same till. <i>Response:</i>			
F-2	Integrated fees: The software must maintain standard tables for costs, fees, and fines, and provide for the integrated collection, allocation, and tracking of these items. <i>Response:</i>			
F-3	Configurable: The software must provide the ability to compute fines and fees using a configurable model and not using business rules or code to determine the fines and fees. The configurable aspects of the fines and fees must provide effective to and from dates to allow the court to update and make effective the fine and fee assessments. The system must be able to be configured to assess the fine or fee based on charge date as opposed to filing date. <i>Response:</i>			
F-4	Calculate fines: The software must compute and enter fines, fees, and restitution based on court orders or the occurrence of other Court-defined activities (e.g., creation of initial case, addition of charges). <i>Response:</i>			
F-5	Payment schedules: The software must create payment schedules, collect payments, apply payments collected to scheduled amount due (e.g., amount in judgment), and produce reports on overdue amounts. <i>Response:</i>			
F-6	Taking payment: The software must allow for full, partial, and installment payments using multiple payment types, including check, credit card, and cash. It must allow multiple payment types in a single transaction, and must associate payment with proper case and person. <i>Response:</i>			
F-7	Single payment for multiple cases: The software must allow single payment for multiple cases with capability to process separately for each case. <i>Response:</i>			
F-8	Non-collectables: The software must enable Court to track payments made on financial obligations that are not payable to Court.			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
	<i>Response:</i>			
F-9	Record funds collected: The software must enable Court to record funds collected from other state, local, and private agencies for payment of specific case and offender costs and fees.			
	<i>Response:</i>			
F-10	Tills: The software must compute totals, list transactions and balance, and print reports for each cash drawer, register, cashier, and payment type. Court must have ability to modify default financial report without going through vendor.			
	<i>Response:</i>			
F-11	Disbursing funds: The software must allow flexible, user-defined and -maintained account structure that permits funds to be disbursed to appropriate case cost types and other accounts (e.g., city, county, state, victims) based on court order (e.g., restitution, joint and several liabilities) and the order required by the state of Georgia.			
	<i>Response:</i>			
F-12	Allocating payments: The software must allow for automatic or manual allocations of payments for one case or multiple case financial obligations. Financial obligations on a single case can be allocated to more than one agency or individual.			
	<i>Response:</i>			
F-13	Vouchers: The software must allow for printing of vouchers or checks back to county accounts.			
	<i>Response:</i>			
F-14	Receipts: The software must generate and print receipts for clients or payees. Court must be able to configure default receipts, both during implementation and afterwards, to include whatever information it wants, without having to go through vendor. Information may include but is not limited to identifiers such as fee, fine, restitution code, location, address, amount collected, payment type, installment or partial payment plan, next due date, and balance).			
	<i>Response:</i>			
F-15	Storing receipts: The software must automatically store receipts with appropriate case or individual record, allowing Court to reprint if/when desired.			
	<i>Response:</i>			
F-16	Multiple receipts: The software must generate and print (including ability to reprint) multiple receipts from one financial transaction covering payment for multiple cases.			
	<i>Response:</i>			

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
F-17	Detailed financial reports: The software must be able to produce detailed and summary lists of financial transactions, including at least fee, fine, restitution receipts, court cost assessments, fee assessments, monetary judgments, and voided transactions (listed by type or chronologically) for specific cases and over specific periods (e.g., daily, monthly, for life of case).			
<i>Response:</i>				
F-18	Late payments: The software must identify and record payment delinquencies, generate alerts when scheduled payments are not made (e.g., for unpaid assessments now due), and take or prompt user to take appropriate action (e.g., refer to collection agency, or notify appropriate court and judge).			
<i>Response:</i>				
F-19	Batch reports & letters for late payments: The software must provide for Court-defined batch style delinquent payment report generation and printing, as well as batch delinquent payment letters. Reports and letters must be able to include any Court-defined information, and Court must be able to edit these and/or create alternative delinquent payment reports/letters at will and without going through vendor.			
<i>Response:</i>				

6.0 APPENDIX

DOCUMENT A

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to DECEMBER 30, 2015 3:00PM PM but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____

Document B

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

Document C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

Document D

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

Document E

**FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**



By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a subVendor to work in a drug-free workplace shall secure from that subVendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (subVendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the subVendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____



Document F

CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
<i>*This table must be completed in its entirety by the supplier.</i>	

Document G

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Floyd County Board of Commissioners P.O. Box 946 Rome, GA 30161
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :	or
Employer identification number : : :	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Document H

GENERAL TERMS AND CONDITIONS

INDEMNIFICATION

The consultant shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the County, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its sub consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

ISSUANCE OF ADDENDA

If this solicitation is amended, the County will issue an appropriate addendum to the solicitation. If any addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Signed addendum is to be included in proposal.

PAYMENT:

Prompt Pay Policy

It is the policy of Floyd County, Georgia pay with 30 day terms submitted invoices.

Withholding Payment

In the event a contract is canceled under any provision herein, the County may withhold from the contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

INSURANCE REQUIREMENTS:

Prior to commencing work, the contractor shall procure and maintain at contractor's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in consultant's proposal.

Contractor shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance- \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations

- Contractual
- Independent contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance- \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the County whether or not the contractor or Vendor is otherwise required by law to provide such coverage.

Other Insurance Provisions

Commercial General Liability and Automobile Liability Coverage's

- The Floyd County, Georgia, Members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor or premises on which contractor is performing on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.
- The contractor's insurance coverage shall be primary insurance as respects the County, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by Floyd County, Georgia, members their Commissions, boards, commissions and committees, officers, agents employees and volunteers shall be excess of contractor's insurance and shall no contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Floyd County, Georgia, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state the contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Workers' Compensation and Employers Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the County, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers for losses arising from activities and operations of contractor in the performance of services under this agreement.

All Coverage's

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduces in coverage or in limits except after (30) days prior written notice has been given to the County.
- If contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Floyd County, Georgia, at its sole option, may terminate their respective agreement and obtain damages from the contractor resulting from said breach.
- Alternatively, Floyd County, Georgia may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to contractor, Floyd County, Georgia may deduct from sums due to contractor any premium costs advanced by Floyd County, Georgia for such insurance.
- Floyd County, Georgia names as "additional insured" as its interest may appear.

Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the County, members of its County Commissions, boards, commissions and committees, officers, agents, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expensed.

Acceptability of Insurers

Insurance is to be places with Georgia admitted insures rated A or better by *A.M. Best's* rating service.

Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificated and endorsements are to be received and approved by the County before work commences.

Subcontractors

Contractor shall include each of its subcontractors as insured's under the policies of insurance required herein.

CONFIDENTIALITY

By submitting a proposal in response to this solicitation, a respondent acknowledges that Floyd County, Georgia is a governmental entity subject to the Georgia Pubic Records Law. The respondent further acknowledges that any material or documents provided to Floyd County, Georgia may be "public record" and, as such, may be subject to disclosure to, and

copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide Floyd County, Georgia with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Georgia law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The respondent shall submit to Floyd County, Georgia both a complete copy of such material and a redacted hard and electronic copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected respondent has otherwise fully complied with this provision, Floyd County, Georgia, in reliance on the representations of the respondent, will produce for that person on the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, Floyd County, Georgia shall notify the respondent of that request, and the respondent shall reply to such notification, in writing that must be received by Floyd County, Georgia no later than 4:00 P.M., ET, of the second business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the respondent refuses to permit disclosure or copying, the respondent agrees to, and shall hold harmless and indemnify Floyd County, Georgia for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by Floyd County, Georgia, or assessed or awarded against Floyd County, Georgia, in regard to Floyd County, Georgia's refusal to permit disclosure or copying of such material, If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFP and shall constitute Floyd County, Georgia's sole obligation with regard to maintaining confidentiality of any document.