



Cherokee County Board of Commissioners  
Purchasing Department  
1130 Bluffs Parkway, Canton, GA 30114  
Phone: (678) 493-6000  
Fax: (678) 493-6035

## REQUEST FOR PROPOSALS

### RFP 2019-031 Learning Management System

**THE PROJECT:** The Cherokee County Board of Commissioners Purchasing Department (County) is requesting competitive sealed  Bids or  Proposals in support of Learning Management System for the Cherokee County Fire and Emergency Services Department, meeting the specifications and as described herein.

Cherokee County Fire & Emergency Services (CCFES) is a growing agency with specific training needs. CCFES is looking for a Learning Management System that will help deliver and track all training required for our department of over 400 personnel to include field operations, volunteers and administrative staff. The following is what CCFES is looking for in an overall learning management system.

There  will be  will not be a mandatory meeting to review the requirements. The meeting will be held at the proposed work site and will include walking the area.

The term of Agreement(s) resulting from this solicitation can be found in the Statement of Work.

All times in the solicitation are local times to Cherokee County Board of Commissioners, 1130 Bluffs Parkway, Canton, Georgia 30114.

The County reserves the right to reject any or all bids/proposals, to waive technicalities and to make a selection and final award as deemed to be in the best interest of the County, including using any form of contract it deems most advantageous to the County. The County further reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract. Incorporated herein by this reference are Cherokee County's Standard Solicitation Terms and Condition.

#### SCHEDULE:

<b>Issued</b>	02/18/2019
<b>Questions Due</b>	02/27/2019
<b>Answers Due</b>	02/22/2019
<b>Bids/Proposals Due</b>	02/28/2018
<b>Anticipated Award Date</b>	03/22/2019

**THE EXPECTED PERIOD OF PERFORMANCE IS:**

The base period of performance is broken down into two areas; Physical Delivery of Product(s) and Service Delivery. This is a function of the Statement of Work (SOW) and/or specification and reflects if there is physical item or items to be delivered and / or delivery of services. An X in the box corresponding to item 1 below, Physical Delivery indicates a physical item or items are to be delivered and an X in the 2. Delivery of Services indicates that Services are to be performed. Either or both may apply to the work contemplated by this solicitation.

Additionally, should there be and X in the box corresponding item 3. Option Grant, then the County requests the right to extend the period of performance beyond the Base Rate as specified.

1.  NO PHYSICAL ITEMS                       PHYSICAL DELIVERY REQUIRED:

For Physical Delivery solicitations, the period of performance for an award shall begin with either the placement of Purchase Order or the date indicated on the Agreement. All items to be delivered are to be FOB Cherokee County at the address indicated in the solicitation. Performance shall be complete upon final acceptance by the County. Time is of the essence for the delivery of each item specified. Warranty requested as below:

Warranty Term Requested: \_\_\_\_\_

2.  NO SERVICES REQUIRED                       PERFORMANCE OF SERVICES:

For Performance of Services solicitations, the period of performance shall begin with the placement of either a Purchase Order or the date of the Agreement unless the Agreement, the SOW or the Solicitation Terms indicate that performance shall begin upon the issuance of an Authorization to Proceed (ATP), in which case the ATP would represent the beginning of performance. Term of services requested are as below:

Services Term:

- One Year  
 Two Years  
 Three Years  
 Other: \_\_\_\_\_

3.  OPTION GRANT:

This solicitation contains requested options: The option to extend Terms of Services for one (1) year for years four, five and six. Pricing should include costs for each of these options.

**SUBMITTAL INSTRUCTIONS:** Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions that should include the following items (if indicated by an X in the box:

- Information and Addenda Acknowledgement Form (Appendix A),
- Non-Influence and Non-Collusion Affidavit (Appendix B),
- E-Verify Affidavit (Appendix C),
- References\* (Appendix D),
- Acceptance of County' Standard Agreement\*\*, as below: (Appendix E),
  - Professional Services Agreement
  - Construction Services Agreement
  - Other: \_\_
- Suspension, Debarment and Litigation Affidavit (Appendix F),
- Contractor's License Certification (Appendix G)
- Bonds Requirements if the price bid > \$100K
  - Ability to Provide Performance, Labor & Matl. Payment Bond (Appendix H)
  - Bid Bond (See Appendix I)
- Evidence of/ability to provide Insurance at the limits identified herein,\*\*\*
- Certifications, Licenses or Registrations as required by law and/or as requested.
- Pricing on the Pricing Form provided (Pricing Form)
- Contractor's Qualifications Statement (Appendix J)
- Added Terms
- Substitutions Proposed: See Instructions Standard Solicitation Terms\*\*\*\*, Item 9
- Specifications
- Statement of Work, Exhibit A

Notes:

\*The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies and other sources of information believed to be viable to evaluate capability, viability and performance.

\*\*If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page.

\*\*\*Insurance levels requested are those identified in the County's Standard Agreement, section "I."

\*\*\*\*Standard Solicitation Terms Refer to Cherokee County Standard Solicitation Terms and Conditions

## EVALUATION CRITERIA:

Bids/Proposals that contain options or additive work above and beyond the base bid will be evaluated financially according to the criteria described in the solicitation. However, should the use of options or additive work proposed exceed the County budget, the County retains its rights to address such situations as described in its Standard Terms For Bid and Proposal Solicitation as well as the right to award based on the base bid only or the base bid plus quoted additive work that is within its budget.

Bids determined to be Responsive and Responsible will be ranked based Bid Form Criteria.

OR

Proposals determined to be Responsive and Responsible will be evaluated on the following criteria:

<u>40%</u>	Price
<u>10%</u>	System Functionality
<u>10%</u>	System Performance
<u>5%</u>	Administrative Rights/Monitoring
<u>20%</u>	Content
<u>5%</u>	Reporting and Data Transfer
<u>10%</u>	Vendor Experience / Capabilities / Support / Transition Phase and On-Going

**100% TOTAL**

Refer to Statement of Work, attached hereto, for details regarding the above Criteria.

Refer to Statement of Work (Exhibit A), attached hereto, for details regarding the above Criteria.

This RFP's SOW contains certain requirements that the proposing organization must meet or exceed. Your attention to the SOW's **Section A**, System Functionality, the first two paragraphs contain minimum expectations of any proposed solution which if not met may cause the proposal to be considered non-responsive. Proposing organizations are responsible for providing adequate information to demonstrate that the requirements as defined in this section are understood and how they will be met with the solution as proposed.

Also **Section F**, Vendor Experience / Capabilities / Transition Phase and On-Going Support, item number 5.0 contains requested information that is related to the proposing organization's background and abilities that will be evaluated for acceptability. Failure to provide information that demonstrates the background and ability to successfully perform the work contemplated in the balance of the SOW may cause the proposal to be considered non-responsible. Proposing organizations are responsible for providing adequate information to demonstrate that they have the background, experience, capabilities, financial health and successful deployments and other attributes addressed in this section to clearly demonstrate their capability to deliver, maintain and improve the proposed solution.

## HOW AND WHERE TO SUBMIT BIDS AND PROPOSALS:

The County has two methods for receiving bids and proposals that are mutually exclusive; either electronically or by physical receipt. The box with the "X" below indicates how and where bids or proposals are to be submitted. The County will NOT accept proposals by fax, or e-mail unless authorized, in writing, by the Procurement Director. The solicitation submission deadline will be

strictly enforced; no late bids/proposals will be accepted for any reason, please plan accordingly.

**A. Electronic Submissions Only:**

Bids and Proposals are to be submitted electronically ONLY to the County's designated Web site or location. Physical copies are not to be submitted unless approved in advance by the Purchasing Director.

Proposals and all requested documentation to be provided electronically should in the Adobe Portable Document Format (PDF) unless otherwise indicated in these solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

- a. [Solicitation Number]\_[Vendor Name]\_[Document Type]  
Example: "2019-031\_ABC Company\_Proposal"

**AND/OR**

**B. Physical Submissions Only:**

Bids and/or Proposals are to be submitted on-time and ONLY in physical (paper) form and delivered to Cherokee County Procurement Department, Solicitation \_\_\_\_\_ 1130 Bluffs Parkway, Canton GA 30114. On-line submissions are not to be tendered without the advanced approval of the Purchasing Director.

Number of Submittals: 1 Original and 1 Copy

**QUESTIONS/ADDENDA:** Only written inquiries will be permitted during the solicitation period. **Questions are to be submitted via Vendor Registry** for this solicitation no later than the date and time indicated in the Schedule, as may be amended. Answers will be posted via formal Addendum and only released as part of the solicitation documents on the County's designated website. All interested parties are instructed to monitor the County's website on a regular basis throughout the solicitation period. The final date for posting of Addenda is per the Schedule, as may be amended.

**FOR STATEMENT OF WORK AND / OR SPECIFICATION REFER TO "EXHIBIT A" ATTACHED HERETO**

**As a result of this Request for Proposal**, the Cherokee County Fire and Emergency Services Department would like to award a three (3) year contract, with an Option to extend the Term of Service for one year during years four, five and six, for an Online Learning Management System which meets or exceeds the specifications and requirements in the Statement of Work (Exhibit A) attached hereto.

**RFP 2019-031 Learning Management System**

*PRICING FORM*

**Regardless of whether pricing is inserted into the Pricing Form OR attached separately, this form must be signed by the responsible party. If submitted as a separate document, please indicate herein.**

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

Representative: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name/Title)

Date: \_\_\_\_\_

## **EXHIBIT A**

### **STATEMENT OF WORK AND / OR SPECIFICATION:**

#### **A. System Functionality**

Cherokee County Fire & Emergency Services (CCFES) is a growing agency with specific training needs. CCFES is looking for a Learning Management System that will help deliver and track all training required for our department of over 400 personnel to include field operations, volunteers and administrative staff. The following is what CCFES is looking for in an overall learning management system.

The expectation on the provider of this service and corresponding process management offering (i.e. the training system) is that the provider will work with the appropriate governing bodies to ensure the most current course requirements are contained in the course materials. The County shall rely on the provider to ensure that all requirements of necessary trainings and certifications are current, accurate and complete.

#### Interface Requirements:

1. Content should be accessible via all platforms. E.g. PC, Mac, Smart phone, iPad, and Tablets.
2. Program shall facilitate or simplify the process of CCFES inserting course content and allowing the uploading of power point presentations and upload videos.
3. Students shall have the ability to pause education and return at a later time.
4. Program should have a user-friendly interface and administrative dashboard.
5. The desired functionality would allow the ability for individuals to upload certificates and credentials with expiration dates for Administrator approvals to be associated with their training records.

#### **B. System Performance**

1. Vendor shall provide options to minimize bandwidth and provide technical requirement for internet functionality.
2. Program should allow for notifications to be sent to students about course training requirements and certification expiration dates. The system should allow for automatic email notification of expiring training to the students based on Administrator determined parameters.
3. The program should allow for the ability for students to watch as a group and test individually with the approval of a supervisor.
4. The program shall have roles based edit rights or allow edit rights to be controlled by the Administrator. Vendor shall describe the security and information integrity management functions within their system.
5. The program should prohibit the ability to copy or print screens for tests.
6. Program should have the ability for the student and administrators to track ISO categories.
7. Program should have the ability for the student and administrators to track EMS categories.

#### **C. Administrative Rights/Monitoring**

CCFES has several instructors within the training division responsible for ensuring that the appropriate training is delivered to all personnel for annual training hours, as well as any EMS recertification needed. Because of this, it is imperative that Administrators have access to personnel's profiles and can access monitor their training progress. Below are the requirements CCFES is looking for in a Learning Management System to ensure that Administrators can accomplish this task.

1. Administrator should have full control to assign all access and monitor student assignments and progress.
2. Program should allow for the Administrator to have the ability to see when students are inactive or the programs is not their primary screen.
3. The program should allow for tracking of the student's course activity while the student is signed into the program.

#### **D. Content**

There are several divisions within CCFES who receive special training. i.e. Fire, EMS, Fire Marshal, Investigations, Search and Rescue, etc. Below is a list of specific content CCFES is looking for the Learning Management System to include and maintain to ensure each division within CCFES achieves all required training hours annually and any recertification hours that may be required.

The program should have robust course offerings and courses shall be replaced or updated as needed. Vendor to provide a current listing of relevant certified courses and future offerings and updates.

The Program shall address EMS requirements:

1. Program shall provide BLS and ALS content.
2. Program shall offer EMS course materials approved for credit by Commission on Accreditation for Pre-Hospital Continuing Education (CAPCE) or Georgia Office of EMS.

The Program shall address Fire requirements:

1. Program shall provide Fire content. (List any and all fire disciplines offered.) I.e. Investigations, inspections, HazMat, etc.
2. All fire course materials shall meet ISO requirements for credit approval.
3. Program should meet NFPA requirements for credit approval.
4. Program should offer training consistent with National Fire Protection Specialist certification.
5. Program should offer International Association of Arson Investigators approved content.
6. Program should offer POST approved content.
7. Program should allow for the ability to upload content from various publishers.
8. Program should offer ICC (International Code Council) content.
9. Program should offer GFSTC approved training.

The Program shall address course training facilitation requirements:

1. Program should offer instructor led courses on-line.
2. Program should offer client led video conferencing/courses.
3. Program should allow for fire training records to be exported in required format for GFSTC (CSV).
4. Program should allow for data imports into POST. The program should allow for imports of course completion data into NREMT and state data bases.

#### **E. Reporting and Data Transfer**

CCFES is required to report all training records to multiple state agencies for personnel to acquire and retain their certifications. Below are the criteria CCFES is looking for in a Learning Management System to aid in the management, reporting and transfer of training records.

1. The program should provide the ability for department, battalion, company, and individual level customized reporting.
2. The program should allow the ability to track CEs from vendor and other educational entities.
3. Program should allow for fire training records to be exported in required format for GFSTC (CSV).
4. Program should allow for data imports into POST.
5. The program should allow for imports of course completion data into NREMT and state data bases.
6. The program shall be capable of interfacing with Zoll records management system

**F. Reporting and Data Transfer**

The vendor must provide evidence of their expertise, previous experience and commitment to learning management systems and the fire and EMS professions. Minimum expectations to qualify for consideration for this project are as follows:

- a) Brief corporate history as it relates to learning management systems (years in business, # of employees, org. chart, location),
  - b) Management experience and background in the use of technology,
  - c) Management experience in delivering training,
  - d) Management experience in developing training for Fire and EMS,
  - e) Proposal shall demonstrate that the proposing organization clearly understands the County's objectives,
  - f) Proposal shall contain information regarding the organization's financial condition,
  - g) Proposal shall contain reference contact information for the County to contact regarding the proposing organization's performance, and
  - h) Proposal shall describe the proposing companies unique attributes and value proposition.
1. While the Learning Management System will be run by CCFES on a daily basis, CCFES understands that vendor involvement will be important to ensure success of the system overall. Currently, all training hours are entered and stored on Zoll RescueNet FireRMS. All training certificates are stored on the County server. CCFES would like for the information from these sources to be imported into the Learning Management System. In areas where the Vendor's offering does not at this time meet all of the criteria described herein, the Vendor shall address the timing of planned enhancements and improved content by submitting a Technology Roadmap. Below are the criteria CCFES is looking for from the vendor for the Learning Management System.
  2. Vendor should build student profiles and credentials during start-up.
  3. Vendor should provide 24/7 Customer support.
  4. The vendor must agree that all training records are the property of CCFES and can be retrieved at any time.
  5. Vendor shall provide a suggested startup and data transition plan.
  6. Vendor shall provide a technology road-map with timing of future enhancements.



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## **STANDARD TERMS FOR BID AND PROPOSAL SOLICITATIONS**

### **STANDARD TERMS FOR BID AND PROPOSAL SOLICITATIONS:**

#### **1. Project Schedule & Addenda**

- 1.1 All official dates and times will be posted to the Bids/RFP section of the Cherokee County website (<http://www.cherokeega.com/applications/bids-rfps/>).
- 1.2 The project schedule is subject to change at the discretion of the County. Changes or clarifications to the schedule and specifications will be issued as addenda that will be posted on the County's website in the Bids/RFP section under the solicitation number. It is the supplier's responsibility to monitor the website for addenda and comply with any additional proposal requirements included in the addenda.

#### **2. Questions/Information**

- 2.1 All questions and requests for information shall be addressed to the Procurement Agent via email within the deadline set by the County in the project schedule for submitting questions. Questions received after the question submission deadline will be answered at the County's discretion.
- 2.2 Questions should include RFP number, a reference to the specific section(s) in question, and provide an email contact for acknowledgement.
- 2.3 It is the supplier's responsibility to ensure that the Purchasing Agent has received the question and that an acknowledgement has been sent verifying receipt.
- 2.4 All answers to questions received prior to the question submission deadline will be posted on the County's website in the form of an addendum.

#### **3. Pre-Bid/Proposal Meeting**

- 3.1 Discussions during the pre-bid/proposal meeting are informal in nature and will not be provided as meeting minutes or included in the solicitation documents. Only the solicitation package and posted addenda shall constitute the official information to be used by the supplier in preparing a bid/proposal.
- 3.2 All attendees at mandatory pre-bid/proposal conferences will be required to sign an attendance sheet indicating their attendance at the meeting. Signatures will be collected prior to the start of the meeting and may continue to be accepted for a period of 15 minutes once the meeting has begun. After the 15 minute grace period, it will be at the sole discretion of the County to allow further signatures from late arrivers. It is the responsibility of the supplier to ensure they have

signed the attendance sheet in order to receive credit for attending the meeting; the County assumes no responsibility for the supplier's attendance or directions to the meeting.

3.3 Pre-Bid/Proposal Meeting for this solicitation is:

- Mandatory
- Voluntary
- Not Applicable

#### **4. Communication with County Representatives**

4.1 Suppliers shall avoid engaging in communication with County staff or elected officials regarding this project, unless directed by the Procurement Agent in charge of this solicitation. Unauthorized contact may disqualify the supplier from further consideration.

#### **5. Proposal Preparation & Submission**

5.1 Proposals shall be prepared simply and economically, providing a straightforward and concise description of the supplier's capabilities to satisfy the requirements of the solicitation.

5.2 The County expects bids/proposals to be well organized according to the terms and organization of the solicitation, as well as address all the requirements contained in the solicitation (including any addenda).

5.3 Any and all costs associated with participating in this solicitation will be solely borne by the supplier.

5.4 Proposals and required forms must be signed by an authorized representative of the supplier.

5.5 Information which the supplier desires to present but does not fall within any of the requirements of the solicitation should be inserted at the end of the bid/proposal and designated as "Additional Material".

5.6 It is the supplier's responsibility to ensure that the bid/proposal is responsive to all the County's requirements and complete in all aspects.

5.7 If physical copies are requested in the solicitation:

- a) The original bid/proposal should be clearly marked "original" and should be unbound, one-sided, 8 1/2" X 11" size. Copies, if applicable, may be bound and double sided; preference is 8 1/2" X 11",
- b) Are to be mailed or delivered in a sealed envelope to the address provided below and in the solicitation,
- c) Should include the RFB/RFP number on the outer most packaging,
- d) Unless otherwise noted, bids/proposals are to be addressed as follows:

Solicitation #  
Attn: Procurement – Upper Level Admin Building  
Cherokee County Board of Commissioners  
1130 Bluffs Pkwy, Canton GA 30114

e) It is the responsibility of the interested party to ensure the timely delivery of the bid or proposal. Please note; improperly addressed bids/proposals risk not being delivered to the Procurement Agent by the submission deadline and late proposals will not be accepted.

5.8 If electronic copies are requested in the solicitation, bids/proposals and all requested documentation to be provided electronically should in the Adobe Portable Document Format (PDF) unless otherwise indicated in these solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

- a. [Solicitation Number]\_[Vendor Name]\_[Document Type]  
Example: "2017-111\_ABC Company\_Proposal"

5.9 The bid/proposal, at a minimum, should contain all of the County's standard forms identified in the solicitation and any additional information as listed in the Submittal Instructions above; lack of such required submittals may be reason to deem a bid/proposal "non-responsive". Such a determination by the County shall not be a cause of action by the bidder/proposer against Cherokee County.

5.10 Suppliers should use the forms requested in the solicitation and either attached hereto or as otherwise identified and provided; alternate forms may not be acceptable.

## **6. County's Right to Amend and/or Cancel**

6.1 The County reserves the right to cancel this solicitation, in whole or in part, at any time prior to award.

## **7. Subcontractors**

7.1 Suppliers whose bid/proposal will include the use of subcontractors are required to identify the scope of the project that they intend to subcontract and the subcontractor proposed to perform the work.

## **8. County Specifications and Supplier Performance**

8.1 Suppliers are expected to have the professional expertise to offer the products/services that are consistent with the County's solicitation objectives and that are in the best interest of the County. Errors or omissions in the specifications or scope of work that would lead to a lower quality of service or deliverable are to be communicated to the Purchasing Agent as soon as possible to avoid an inferior work product.

8.2 Acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The proposing or bidding organization represents, by the submission it provides, that they possess the requisite expertise and experience to perform in accordance with the requirements within this solicitation. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of supplier's performance. No approval of designs, plans, or specifications by any person, body or agency shall relieve supplier of the responsibility for adequacy, fitness, suitability, and correctness of suppliers' work under professional and industry standards, or for performing services in accordance with sound and accepted professional and industry principals.

## **9. Use of Brand Names and Substitutions**

- 9.1 Brand names or specifications specific to one or multiple manufacturers may have been called out or listed as part of the desired item's description in order to establish an expected level of quality and performance and not to limit competition. Different brands with comparable models or options that meet the same level of quality and performance with those items referenced within the specification are encouraged to submit these items for consideration. In order to allow the County to effectively evaluate all offerings against the actual performance needs, the party proposing alternative brands shall provide a comparison of the features and performance areas as defined in the specification. Such comparison shall clearly indicate the bidder's conformance to the specifications as follows; (a) meets, (b) exceeds, (c) does not meet or (d) meets intent (through alternative design, technology, etc.). Commentary and documentation that clearly demonstrates the level of functionality and quality is required for each comparison point. The County will be solely responsible for making the determination of acceptability of proposed products/items and scoring each item's fitness for the intended purpose.
- 9.2 It is the responsibility of those proposing any product or service to clearly identify what has been proposed on the Bid Form, including the quantity, manufacturer's name, model number, year of manufacturer, as well as a defining any options or upgrades required to meet the specification. Pricing shall reflect what is required to meet the specification. Any options that the bidder believes important for the County to consider shall be clearly identified as an option, indicate the performance change/benefit as well as corresponding pricing adjustments.
- 9.3 Substitutions for this solicitation are:
- Encouraged
  - Not Encouraged

## **10. Open Records and Confidential Information**

- 10.1 Bids/Proposals submitted in response to this solicitation may be subject to public inspection under the Georgia Open Records Act (O.C.G.A. 50-18-70-77). Any information that is required by the County to be included in the supplier's bid/proposal that constitutes a trade secret, as defined by the Georgia code, must include an affidavit affirmatively declaring that the information constitutes a trade secret. A general indication that the entire contents (or a major portion of the contents) of the bid/proposal is proprietary will not be honored.

## **11. County Assumes No Contractual Obligation**

- 11.1 The County assumes no contractual obligation associated with this solicitation until final award has been approved by the Board of Commissioners and/or County Manager and a fully executed Agreement and/or Purchase Order is provided to the selected supplier. Suppliers or subcontractors performing work prior to the execution of a contract or delivery of a purchase order do so at their own risk.

## **12. Contractor Responsibility**

- 12.1 The supplier is responsible for furnishing and delivery of all Property included in this solicitation, whether or not the supplier is the manufacturer or producer of such Property. Further, the supplier will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.

### **13. Suppliers Submission Creates a Contractual Obligation**

- 13.1 Submission of a response (completed, signed and returned) shall constitute an offer to provide the goods and/or services specified by the Supplier, at the prices stated in the bid/proposal, in accordance with the terms and conditions of the County's Contract and the terms and conditions of this solicitation.
- 13.2 If any exceptions are taken to any part of the solicitation or proposed contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the supplier fully agrees to the County's Standard Agreement in its entirety. The County reserves the right to reject all exceptions and award the work to a supplier who agrees to the County's terms and conditions without exceptions.

### **14. Tax Exemption**

- 14.1 The County is exempt from the payment of any federal excise or any Georgia sales tax. The price bid/proposal must be net, exclusive of taxes.

### **15. Classifying Proposals as Responsive and Responsible**

- 15.1 The Procurement Agent or designee will determine whether a supplier has met the standards of responsiveness and responsibility. Such determinations may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. Proposals found nonresponsive will not be considered further.
- 15.2 The County may make such investigations as it deems necessary to determine the ability of each supplier to perform, and the supplier shall furnish to the County all such information and data for this purpose as the County may request.

### **16. Proposal Withdrawal**

- 16.1 Unless otherwise disallowed in the solicitation or on the bid pricing form, suppliers may withdraw their bids/proposals due to unintentional errors. Proposals received prior to the due date and time may be withdrawn through formal request to the Procurement Department and signed by an authorized individual of the bidder/proposer. Once the bids/proposals have been opened, the supplier shall give notice in writing of his claim of right to withdraw his bid/proposal due to an error within two (2) business days after the date of final submission to the County. Bids/proposals may be withdrawn from consideration solely due to a clerical mistake as opposed to a judgment mistake provided that the unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The supplier's original work papers shall be the sole acceptable evidence of error and mistake if they elect to withdraw their bid/proposal. If a bid/proposal is withdrawn under the authority of this provision, the lowest remaining responsive bid/proposal shall be deemed to be low bid/proposal.
- 16.2 No bidder/proposer who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

## **17. Opportunity for Discussion**

17.1 Suppliers may also be requested to make an oral presentation and/or product demonstration to clarify their bid/proposal or to further define their offer. In either case, Suppliers should be prepared to send qualified personnel to the County to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the supplier's expense.

## **18. Acceptance of Lowest Priced Proposal Not Required**

18.1 The County shall select the supplier that, in its discretion, offers the most advantageous offer to the County. Selection will be based on the evaluation factors outlined in the solicitation. Submission of the lowest price offers no guarantee that the proposal will be determined the most advantageous.

## **19. County's Right to Reject Bids/Proposals**

19.1 The County reserves the right to reject any or all bids/proposals based upon its interest or investigation or information submitted and to waive irregularities, informalities, or technicalities. The County further reserves the right to make a selection and final award as deemed to be in the best interest of the County.

## **20. Proposals Become County Property**

20.1 All submitted bids/proposals and supporting materials as well as correspondence relating to this solicitation become property of the County when received. Any proprietary information contained in the proposal must be so indicated.

## **21. Suspension, Debarment and Litigation**

21.1 Suppliers are expected to notify the County of any suspension or debarment from performing work for a government entity or any current or pending litigation with a government organization. Suppliers should provide the County with a list of current or past suspensions or debarments along with a description of the facts surrounding the suspension and/or debarment as well as a list of current or pending mediation, arbitration or litigation and the facts surrounding those actions. Please use the form included in this solicitation.

21.2 Suppliers are accountable for selecting and managing appropriate subcontractors. Suppliers presenting bids and proposals that include subcontractors that have been suspended, debarred or are in pending litigation, suspension or debarment or from any governmental entity (local, state and/or federal) may cause the bidding or proposing supplier to be considered non-responsive and/or non-responsible unless the primary supplier as a part of their bid or proposal:

- a) notifies the County that as a part of its bid or proposal it has selected a subcontractor or subcontractor(s) that have been suspended, debarred or are pending litigation from a government entity, or suspension or debarment, and
- b) have included the jurisdiction(s) where the subcontractor has suspended or debarred or is being considered for suspension or debarment or litigation and has included the nature of the circumstances resulting in the suspension or debarment or litigation, and
- c) states a compelling reason for including the subcontractor(s) in their bid or proposal, and
- d) includes measures that the bidding or proposing contractor will take to ensure that the

subcontractor(s) will complete the work in a timely manner and within the professional standards of quality and workmanship that are expected in the performance of the work bid or proposed, and

- e) in the sole judgement of the County it considers the situation to be so compelling that it determined to be in the best interest of the County to allow the one- time use of the sub-contractor without prejudice for further consideration on future procurements.

## **22. Insurance**

- 22.1 If insurance is required under the terms of the contract for this project, the County shall be listed as an additional insured on the Certificate of Insurance. The "Certificate Holder" shall be listed as "Cherokee County, Georgia, acting by and through its Board of Commissioners, 1130 Bluffs Pkwy, Canton, GA 30114".

## **23. Procurement Ordinance**

- 23.1 All solicitations shall be in accordance with the County Procurement Ordinance which can be found at: <http://www.cherokeega.com/Finance/documents.cfm>

### **END OF STANDARD TERMS FOR BID AND PROPOSAL SOLICITATIONS**

*Appendices begin next page.*

**APPENDIX "A"**

Solicitation # and Title Goes Here

***INFORMATION AND ADDENDA ACKNOWLEDGEMENT FORM***

Name of Company

Address - City, State and Zip Code

Name & Title of Primary Contact (for proposal clarifications/questions)

Phone of Primary Contact

Email of Primary Contact

Addenda Acknowledgement: Proposer acknowledges receipt of the following addenda (as applicable):

Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_

No Addenda Issued \_\_\_\_\_

Proposer's Signature

Date

**APPENDIX "B"**

Solicitation # and Title Goes Here

***NON-COLLUSION AFFIDAVIT***

I state that I am authorized to make this AFFIDAVIT on behalf of my company, and its owners, directors and officers and I further state that:

1. The price(s) shown in this Bid/Proposal has/have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP); and
2. Neither the price(s) nor the amount of the Bid/Proposal, and neither the approximate budgets nor approximate amounts in this Bid/Proposal, have been disclosed to any other company or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Bid/Proposal opening; and
3. No attempt has been made or will be made to induce any company or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Bid/Proposal, or to submit any intentionally high or noncompetitive Bid/Proposal or other form of nonresponsive Bid/Proposal; and
4. The price(s), proposal and budget prepared are made in good faith and not pursuant to any agreement, discussion with or inducement from any agency, company or person to submit a complementary or other noncompetitive Bid/Proposal.

I state that \_\_\_\_\_ understands and acknowledges that  
(Name of Company)

the above representations are material and important, and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Bid/Proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

[SEAL REQUIRED]

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

**APPENDIX "C"**

Solicitation # and Title Goes Here

***E-VERIFY AFFIDAVIT***

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 Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period and should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit B. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

\_\_\_\_\_  
Cherokee County Board of Commissioners  
Name of Pubic Employer

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature of Authorized Officer/Agent

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

\_\_\_\_\_  
Title of Authorized Officer/Agent

NOTARY

Subscribed and sworn before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

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

[NOTARY SEAL]

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

Not Applicable by Statute or labor less than \$2,500

**APPENDIX "D"**

Solicitation # and Title Goes Here

**REFERENCES**

1. Company \_\_\_\_\_  
City/State \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone/Email \_\_\_\_\_
  
2. Company \_\_\_\_\_  
City/State \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone/Email \_\_\_\_\_
  
3. Company \_\_\_\_\_  
City/State \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone/Email \_\_\_\_\_
  
4. Company \_\_\_\_\_  
City/State \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone/Email \_\_\_\_\_
  
5. Company \_\_\_\_\_  
City/State \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone/Email \_\_\_\_\_

**APPENDIX "E"**

Solicitation # and Title Goes Here

**ACCEPTANCE OF COUNTY AGREEMENT**

The Contract used for this solicitation will be the County's standard  Professional Services Agreement ("PSA") or  Construction Services Agreement ("CSA").

Using this form, please indicate either the willingness to sign the Contract included in the solicitation, as is, upon award and/or recommendation of award or list all exceptions. This form is to be filled out, signed and returned as part of a responsive bid/proposal. The County is under no obligation to accept exceptions or modifications suggested by the Supplier (or any Third Parties/subcontractors). Any exceptions or modifications may be considered during evaluation and may result in rejection of the bid/proposal or a lower score. Such a determination shall not be a cause of action by the bidder/proposer against Cherokee County.

If the Supplier (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the bid/proposal; no exceptions or modifications to the contract will be considered after bid/proposal review by the County (i.e. after the opening). All exceptions to the County's contract must be listed on the provided form as only those exceptions listed on the form provided will be evaluated. Any material exceptions may result in the rejection of the proposal and the Supplier will not receive further consideration.

**CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:**

\_\_\_\_\_ I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Agreement, and if awarded this Project, I will promptly execute and furnish all required statements, exhibits and certification of insurance coverage within five (5) business days.

**OR**

\_\_\_\_\_ I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Agreement, **BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Proposers may provide additional sheets written on their own letterhead to supplement this page, if necessary.*

I CERTIFY that the above information is true and correct.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

**APPENDIX "F"**

Solicitation # and Title Goes Here

***SUSPENSION, DEBARMENT AND LITIGATION AFFIDAVIT***

Is proposing/bidding company currently suspended or debarred from doing business with any Federal, State and/or local agency?

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes, please indicate each agency that has suspended or debarred the company and the situation and/or reason for the suspension or debarment in the space below (a separate piece of paper may be used if necessary).

Is proposing/bidding company currently involved in any legal matter with or under investigation by any Federal, State and/or local agency?

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes, please indicate each agency and the situation and/or reason in the space below (a separate piece of paper may be used if necessary).

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

Authorized Representative: \_\_\_\_\_

*Signature*

Authorized Representative: \_\_\_\_\_

*Printed Name and Title*

Date: \_\_\_\_\_