



City of Commerce

P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Phone: (706) 335-3164
Email: jelrod@commercega.org

SUBJECT: Request for Proposal for Misdemeanor Probation Services

The City of Commerce is soliciting competitive sealed bids from qualified professional service providers to provide **Professional Probation Services for the Municipal Court of the City of Commerce.**

Attached hereto are the general conditions, technical specifications, and submittal format:

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed, marked with the vendor's name and address and labeled: **“RFP 21-005”** and delivered to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Re: RFP

Due no later than November 13, 2020, by 1:00 pm local time prevailing. Any proposals received after this time will not be accepted. The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the city.

Inquiries regarding this Request for Proposal (RFP) should be made to Mary Beth Ervin, Municipal Court Clerk at (706) 335-2533, or by email mechols@commercega.org.

The City of Commerce does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required to fully participate in any open meeting, program or activity should be directed to City Hall at 706-335-3164.

The written proposal documents supersede any verbal or written prior communications between the parties. All companies submitting a proposal will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Commerce.

City of Commerce
REQUEST FOR PROPOSAL
FOR
Misdemeanor Probation Services

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

November 13, 2020, by 1:00 pm local time prevailing

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529

RFP # 21-005

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE
THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE
RESPONSIBILITY OF THE OFFEROR.

**CITY OF COMMERCE, GEORGIA
REQUEST FOR PROPOSAL
FOR
Misdemeanor Probation Services**

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE

The City of Commerce is issuing this Request for Proposal (RFP) for providing misdemeanor probation services to the City of Commerce Municipal Court.

1.1 INFORMATION TO VENDORS

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	October 14, 2020
Deadline for questions	November 9, 2020
Submittal deadline	November 13, 2020 1:00 pm, local time prevailing

1.2 RFP SUBMISSION:

One (1) original, two (2) copies and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number and title to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attention: James Elrod

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON & INQUIRES:

Vendors are encouraged to contact **Court Clerk Mary Beth Ervin** at mechols@commercega.org **706-335-2533** or **Police Chief Zach Ardis** at **706-335-3200** or zardis@commercepd.org to clarify any part of the RFP requirements. All questions that arise must be submitted prior to four (4) business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal. Vendors may not contact any elected official or other City of Commerce employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at www.commercega.org under the "Doing Business Here" tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. ***Submittals received after said time or at any place other than the time and place will not be considered.***

1.7 MIMINUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 30 days from the date specified for receipt of submittals.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has

not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFP OPENING

RFP submittal prices will be opened and reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from Accounting Manager James Elrod, after the RFP due date and time stated herein. There will not be a public opening and a Talley Sheet will be available on the City's website.

1.11 TAXES.

Selected vendor will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.12 VENDOR INFORMATION

All submissions shall include a completed vendor master form and current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.13 INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, in every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2 below apply:

1.15.1 During the performance of this contract, the contractor agrees as follows:

- 1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.15.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- 1.15.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.15.1.2 The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- 1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.
- 1.16.2 The form must be notarized.
- 1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City of Commerce and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of Commerce a minimum of five (5) days prior to any work being

accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals please submit the following:

- 1.17.1 One (1) fully executable electronic copy of the response (in Word or .pdf format) and any Technical Requirements (in Excel format).
- 1.17.2 Two (2) paper versions of the RFP. The original shall be clearly marked “original”.
- 1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.

1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the BID.

1.19 CITY GOVERNMENT

It is anticipated that the vendor may be required to make one or more appearances at the City of Commerce Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

SECTION 2

2.0 BACKGROUND INFORMATION

The City of Commerce has established a form of case supervision due to amendments to O.C.G.A. 17-10-3. Under the provisions of O.C.G.A. 42-8-100(h) (1) The judge of the municipal court of any municipality or consolidated government of a municipality and city of this state, with the approval of the governing authority of that municipality or consolidated government, is authorized to enter into written contracts with private corporations, enterprises, or agencies to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed and any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation. The final contract negotiated by the judge with the private probation entity shall be attached to the approval by the governing authority of the municipality or consolidated government to privatize probation services as an exhibit thereto.

The City of Commerce and the Municipal Court Judge is seeking to establish a contracted private probation support program with professional services that will be enumerated below.

2.1 PROJECT SCOPE

The goal of this RFP is to provide misdemeanor probation services to our citizens, Monday-Friday and some Saturdays (as needed), while maintaining or improving current quantity and quality of customer services at no cost to the City of Commerce. Interested firms may respond to this RFP by following the guidance outlined herein. The initial contract period will be 1 year. The City of Commerce shall have the option to renew the contract for each additional one (1) year period, provided: 1) Service is satisfactory, 2) Both parties are willing to renew, 3) The action is approved by the Commerce City Council.

2.2 MINIMUM CRITERIA

A general description of the scope of services required is, but not limited to, the following:

2.2.1 Staffing

The Contractor shall maintain adequate staffing levels to provide proper liaison with the Court, to perform the initial intake of persons placed on misdemeanor probation and Pretrial Services, to properly supervise persons placed on misdemeanor probation and Pretrial Services, and to appear at all Court hearings involving an offender supervised by the Contractor or necessitated by the Court for Pretrial Services.

2.2.2 Programs & Services

The needs of each offender referred to the Contractor by the Court shall be evaluated by the Contractor. The following programs and services shall be provided and administered by the Contractor.

Pretrial / Pretrial Intervention Services

The Pretrial Intervention program defers prosecution of qualified, first-time offenders. Its purpose is to reduce recidivism of offenders within the criminal justice system.

Entry in the Pretrial Intervention program is approved and authorized by assessment and determination of the City of Commerce Solicitor. Offender's compliance/non-compliance is reported to the City of Commerce Solicitor.

Offenders entering the program are supervised to ensure completion of their personalized contractual agreement, which includes (at a minimum) a custom-tailored treatment plan, law-abiding behavior, and payment of restitution.

Drug Testing Laboratory Services as directed/ordered by the Court, to provide a random urinalysis and breathalyzer testing to detect the presence of controlled substances or alcohol in a person's biological system. Offender's compliance/non-compliance is reported to the Court or requesting party.

The Contractor shall observe and comply with all Administrative Orders of the Judicial Circuit applicable in and for City of Commerce to the Pretrial Programs and Services provided hereunder.

The Contractor shall be equipped to be able to provide pretrial electronic or GPS monitoring of individuals if required by the Court as a condition of bond or pre-trial release. The Contractor shall be authorized to charge a reasonable fee to individuals for electronic or GPS monitoring services.

Misdemeanor Probation Services

Misdemeanor Probation program must operate in accordance with Georgia Statute, providing supervision to offenders sentenced to misdemeanor probation by the City of Commerce Municipal Court. Offenders, court-ordered to misdemeanor probation, must adhere to the conditions as imposed by the Municipal Court to include; classes, counseling, community service, educational programs, the payment of statutorily required fees and other costs as imposed by the Court.

Selected adjudicated offenders are sentenced within the criminal justice system to do Community Service Hours as an alternative to more costly legal sanctions. This court ordered work is normally ordered in lieu of incarceration and fines. Governmental and local non-profit agencies throughout the City provide worksites for these offenders.

Drug Testing Laboratory/Services, as directed by the Courts, provide a random drug testing system. These Services provide urinalysis and breathalyzer testing to detect the presence of controlled substances or alcohol in a person's biological system. An offender's compliance/noncompliance is reported to the Court or requesting party.

The Contractor shall be equipped to be able to provide electronic or GPS monitoring of offenders if required by the Court as a condition of probation. The Contractor shall be authorized to charge a reasonable fee to offenders for electronic or GPS monitoring services.

The Contractor shall determine if said offender could benefit from other services in addition to those ordered by the Court and shall use its best efforts to refer the offender to an appropriate program. Records of referrals to such programs and progress reports shall be included in the case files.

The Contractor shall cooperate with all treatment agencies, schools, and other programs to which offenders are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the Court.

The Contractor shall provide monthly and annual reports and other statistical reports as required by the Court. Any new programs proposed by the Contractor to be utilized by the people placed on probation or pretrial services by the City of Commerce Municipal Court shall be disclosed to the City of Commerce prior to implementation and shall be subject to the review and approval of the City of Commerce.

The Contractor shall provide the City of Commerce and the Chief Judge, with a quarterly report summarizing the number of offenders supervised by the Contractor, payment of the required contribution under supervision or rehabilitation (*I am not sure what you are requesting with this sentence*), and the number of offenders for whom supervision or rehabilitation will be terminated. All records must be open to inspection upon request by the City, the Court, or agents thereof.

Special Conditions

The Contractor shall follow up and enforce special conditions of probation and Pretrial Services, including, but not limited to:

- Restitution
- Fines and Court costs
- Evaluation and treatment programs
- Community services
- Cost of supervision fees, program fees or fees for service
- Procurement of licenses
- Court ordered classes and/or court ordered obligations

2.2.3 Records

The Contractor shall maintain a separate file containing specific information on each offender referred to its programs. Current software and use of technology in recordkeeping must be described by the Contractor. Forms and letters utilized to inform the Court must be included in a management information system for ease of production. A thorough discussion of recordkeeping procedures shall be submitted by the bidder regarding data maintenance and security. Records shall be maintained by the Contractor in a secure area for a period of five (5) years from expiration of the pretrial or probationary term. The information in the file shall include the name of the offender, case number, charge(s), case disposition, correspondence, payment records, any known prior criminal record, court ordered conditions, status reports resulting from offender contact, offender's profile information, drug testing records and, electronic monitoring.

2.2.4 Offices

The Contractor shall maintain at least one office within Jackson County. The facility must be compliant with the Americans with Disabilities Act. The Contractor shall operate to receive

offenders Monday- Friday (excluding holidays) with some Saturday hours as needed. The Contractor shall notify the offenders of its hours of operation.

2.2.5 Job Assistance

The Contractor shall encourage unemployed offenders to improve their employability through schools and training. The Contractor shall refer all offenders to services/programs with the goal of securing suitable and stable employment. The Contractor shall keep the City informed regarding the resources to which offenders are referred providing a list of resources by name with approximate numbers of referrals to each resource.

2.2.6 Limited English Proficiency

The Contractor shall have a plan for communicating with offenders with limited English proficiency to ensure understanding and meeting the terms of their court ordered requirements.

2.2.7 Supervision

The Contractor shall require an initial face-to-face contact with all offenders for supervision. The Contractor shall clearly explain all of the court ordered terms to the offender in a manner that is understandable. The Contractor shall ensure that substance abuse evaluations of offenders ordered by the Court or under agreement by the Court are conducted in a timely manner. In cases where the offender is ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the Court or is under agreement with the City Solicitor, the Contractor shall verify the offender's home address.

Probation and Pretrial Intervention Supervision - In addition to the initial intake noted above, offenders will be required to report to the Contractor's office at minimum one (1) time per month during their probation supervision term unless otherwise ordered by the Court. In the circumstance of Pretrial Intervention, the Court may alter the frequency of the visits in individual cases.

2.2.8 Change in Orders

Proposed orders of violations, modifications, and early terminations shall be prepared by the Contractor and shall conform to a format adopted by the Court.

2.2.9 Community Service Hours

The Contractor shall utilize governmental and nonprofit agencies when scheduling offenders to perform community service hours ordered by the Court. The Contractor is responsible for facilitating the community service hours of all offenders as ordered by the Court. The Contractor shall only utilize governmental and nonprofit agencies in which there is a written agreement regulating the supervision of offenders performing community service hours. The Contractor shall verify and report compliance and noncompliance of court ordered or agreed upon

community service hours to the Clerk of Court or Court. The Contractor shall be responsible to ensure offenders have or acquire special risk accident insurance which pays for necessary coverage while offenders perform their community service work. The Contractor is not permitted to utilize the services of probationers to perform community service work to the benefit of the Contractor.

2.2.10 Violations of Probation

When violations of any terms/conditions are alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit as it becomes known to the Contractor. If the affidavit recommends revocation, the affidavit must include the circumstances under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor's letterhead to the Sentencing Judge, outlining in detail the efforts made by the Contractor to seek compliance with the terms/conditions of probation. *I am not certain of what circumstances might arise that would result in the Court's "loss of jurisdiction"*

2.2.11 Employees and Subcontractors

Prior to the time the contract is executed, the Contractor shall submit to the Court a list of the names of all employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include job titles of all employees. The Contractor shall submit an updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the Court.

2.2.12 Contractor's Financial Records

The Contractor shall maintain financial records, capable of being audited, of all fines, restitution, and supervision fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the City within 120 days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided.

The Contractor shall also record and maintain statistical data concerning the number and types of cases being handled, terminated, and completed; the number of visits; the hours of community service performed by offenders; the number of face-to-face contacts, and such additional information as may be required by the City to assist in evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the City and to the Chief Judge.

2.2.13 Schedule of Fees for Service

The Contractor shall provide a fee schedule for users of services provided by the Contractor. The Contractor shall detail a strategy for providing services to indigent offenders at reduced or no

cost through internal and/or external resources. The Contractor shall have procedures for handling the collection of offender fees and restitution.

2.2.14 Transition Plan

The Contractor shall prepare and implement a transition plan outlining objective, action steps, responsible staff and target dates for completion. The transition plan must reflect full operational status effective January 1, 2021.

2.2.15 Qualifications/Certifications

The Contractor represents that it has secured, or will secure at its own expense, all necessary personnel required to perform the services under the Contract. The Contractor will maintain a minimum staffing level to ensure effective supervision of probationers. To the extent possible, the Contractor shall assign each offender to an officer who shall maintain and be responsible for the case throughout its term.

All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

2.2.15 Compensation

Services performed in accordance with this Agreement shall be provided at no cost to the City. The Contractor shall derive compensation for services solely from the probationers receiving its services. The fee schedule for Contractor's services is attached hereto, and incorporated herein, all fees for services shall remain firm with no increases for the term of the Agreement.

2.2.6 Collection of Fees

The Contractor acknowledges and agrees that it will collect all Court ordered victim restitution and impoundment costs in addition to any fees for probation services. Furthermore, Contractor acknowledges and agrees that probationers shall satisfy all court ordered fines, victim restitution, and court costs prior to Contractor collecting probation fees.

2.2.17 Indemnification

The Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the City, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation

on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

2.2.18 Modifications to contract

This Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the City and the Contractor and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

2.2.19 Insurance

The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverage's, limits, and endorsements described herein. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies

All insurance companies must have financial rating of **A-** or higher by A.M. Best.

Commercial General Liability

The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** each Occurrence and **\$2,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability

The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability

The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Georgia

Deductibles, Coinsurance Penalties, & Self-Insured Retention

The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the City, the Contractor shall, when requested by the City, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Right to Revise or Reject

The City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage's and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the City shall provide the Contractor written notice of such revision or rejections.

Certificate(s) of Insurance

The Contractor shall provide the City with Certificate(s) of Insurance clearly evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the City is notified that a required insurance coverage will cancel or expire during the period of this Agreement, the Contractor agrees to furnish the City prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the City, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

SECTION 3

3.0 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Commerce. Vendors should be sure they have included an electronic copy of the response as part of their proposal.

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

3.1 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

3.2 COMPANY BACKGROUND

Vendors must provide the following information about their company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a vendor to provide additional support and/or clarify requested information.

3.2.1 The vendor should outline the company's background, including:

3.2.1.1 How long the company has been in business.

3.2.1.2 A brief description of the company size and organization.

3.3 CLIENT REFERENCES

Vendors should provide at least five (5) client references that are similar in size or complexity to the City of Commerce, located in the state of Georgia. Information should include at the minimum: name of client reference, name of agency, address, telephone, and e-mail.

3.4 RESPONSES TO FUNCTIONAL

Responses to the requirements listed in this RFP must be provided in this section of the vendor's proposal. Vendors should use the format provided and add explanatory details as necessary.

SECTION 4

4.0 FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, the project representative will make a recommendation to the City of Commerce. Following approval, the City will complete contract negotiations. The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals. Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform**

and Enforcement Act of 2011, OCGA §13-10-90(b)(1). The form is provided with this RFP package.

4.1 Evaluation Method: The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce. The initial evaluation will consider only the qualifications and demonstrated experience of each respondent. Discussions and negotiations may take place with the short-list vendors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City.

4.2 Selection Criteria

Responses to this RFP will be scored according to the following criteria:

- 4.2.1 Demonstration of performance (25 points)
- 4.2.2 Installation & transition plan (25 points)
- 4.2.3 References & Financial Stability (50 points)



EXECUTION OF PROPOSAL

DATE: _____

The potential vendor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

Business Contact Representative

Operational Contact Representative

Vendor's Name

Federal ID #

Address

Phone

Fax

Email

Authorized Signature

Date

Typed Name & Title



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____

Contract No. and Name: _____

Contract Date: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number Date of Authorization

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__

[NOTARY SEAL]
Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

SAMPLE CONTRACT

This Agreement made and entered into this _____ Day of _____, Two Thousand and Twenty,

BETWEEN

The Owner: **City of Commerce**
 P.O. Box 348
 27 Sycamore Street
 Commerce, GA 30529

And the Contractor: **Company Name**
 Company Address
 City, Georgia Zip

PROJECT: Misdemeanor Probation Services

WITNESSETH: That said Contractor has agreed, and by these presents does agree, with the said City, for the consideration herein mentioned and under the provisions required by the Specifications outlined in the City of Commerce Request for Proposal 21-005 to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, General Terms and Conditions and this Agreement, including all work shown on Plans and Technical Specifications and listed in the conditions, provisions and specification to wit:

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, the City of Commerce Request for Proposal (RFP) 21-005, the supporting drawings and specifications, the Contractor’s Response to RFP 21-005, including the Contractor Affidavit and Agreement, Addenda issued prior to execution of this Agreement, and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

The Work

The Contractor shall perform all work required by the Contract Documents for:

PROJECT: Misdemeanor Probation Services

All Work performed under this contract is subject to inspection by the Purchasing Division of the City of Commerce and representative of the City of Commerce on this project. It shall be the Contractor's responsibility to coordinate with the Purchasing Division of the City of Commerce or the Project Engineer for inspection services. All Work shall meet or exceed all Federal, State, and local requirements.

ARTICLE 3

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to RFP 21-005 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contract, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction.

ARTICLE 4

Time of Commencement and Completion

The Work to be performed under this Contract shall be completed within 30 days of the Notice to Proceed, unless authorized in writing by the City.

ARTICLE 5

Contract Price

The Owner shall pay the Contractor, for the performance of the Work as provided in the Conditions of the Contract, in current funds, the amount based upon the Contractors response to the Request for Proposal.

ARTICLE 6

Payment

Payment for the Work as described in Article 5 above, shall be made upon completion and inspection of Work by the Owner to the Contractor within thirty (30) days after the completion of the Work, provided that the Work has been completed and the Contractor fully performed in accordance with the Contract Documents. Contractors may request a draw against completed work once every thirty (30) days if the contract is for a period of more than thirty (30) days. The Contractor shall complete and submit an invoice to the Purchasing Agent P.O. Box 348 Commerce, GA 30529. The Purchasing Agent will coordinate with the Project Manager for approval and will forward the invoice to Accounts Payable for payment. The invoice provided by the Contractor should include all necessary documentation to prove that all the requirements outlined in the Request for Proposal, all addenda, and all change orders have been completed and that the work has been properly inspected.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

OWNER:
City of Commerce

CONTRACTOR:

BY: City Manager

BY: Representative

ATTEST:

ATTEST:

Notary Public

Notary Public