

**REQUEST FOR PROPOSALS**

**PERSONNEL/CIVIL SERVICE SOFTWARE SYSTEM**

**RFP-MC-2015-0005**



MADISON COUNTY PURCHASING DEPARTMENT  
138 NORTH COURT STREET  
PO BOX 635  
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Release Date: September 22, 2015

## SCOPE OF OBJECTIVES

### Project Goal

Madison County is soliciting proposals from experienced and highly qualified firms to provide and install a new Personnel / Civil Service Software system including an Online Application and Candidate, Employee and Position Tracking System in order to ensure compliance with New York State Civil Service Law as well as the Madison County Civil Service Rules.

An award from this RFP is expected to result in a firm, fixed price contract for the purchase, installation, implementation of said solution. The solution shall include maintenance for five (1 year warranty and 4 years Maintenance and Support), cover software upgrades; and have an option to extend coverage for five additional one year options for support / maintenance. Proposals can be from single vendor or multiple vendors working as a team. The ideal vendor(s) shall have experience and certifications in implementing hardware, storage, hosting and management system solutions in government agencies of similar size as the Madison County. The successful firm shall be responsible for the final owner-approved design, procurement, installation and commissioning of the solution including development of user acceptance testing, system integration and connectivity to existing resources.

Madison County is seeking to replace and supplement, as appropriate, a Personnel/Civil Service system that consists of a combination of automated and manual processes.

The County is looking to use the system to process Local Municipal Services (Towns, School Districts, Villages, Libraries, and Special Districts). Madison County has approximately 1650 employees and Local Municipal Services who must be tracked and monitored in accordance with New York State Civil Service Law.

The County is looking to increase our applicant pool, enhance our agency's image and decrease application screening time. We also wish to move to a paperless and streamlined onboard process.

The County is looking for a solution that can either incorporate with, or migrate its data into, an Employee Tracking system / database which would include employee benefits, training and education, personnel actions, performance evaluations, Civil Service eligibility lists and similar features.

The new system must integrate seamlessly with the existing Madison County HR system to accurately and effectively track and report positions and employees in order to ensure compliance with New York State Civil Service Laws. Madison County currently uses Tyler Technologies Munis Software and PSTek.

The proposal must comply with all New York State Civil Service and Madison County laws, rules and regulations.

Please reference technical requirement section for specific system specifications. These specifications assume a cloud-based (hosted) implementation; however on premise solutions are

also acceptable. Please feel free to propose one method or both. The selected firm shall enter a contract with the Madison County and will agree to all Terms and Conditions.

Your proposal should include a copy of your proposed contract and/or indicate any exceptions to the Sample Contract included with these specifications.

The Vendor shall provide a detailed list of all recommended and minimum required hardware specifications. The Vendor shall also define the minimum/recommended connectivity speed for each application.

## **1. TECHNICAL REQUIREMENTS**

### **1.1. PURPOSE**

- 1.1.1. The purpose of this RFP is to inform the private sector of a potential business opportunity to establish a contract for an experienced and qualified firm to provide and install a Personnel / Civil Service Software System including an Online Application and Candidate, Employee and Position Tracking in order to ensure compliance with New York State Civil Service Laws, as well as the Madison County Civil Service Rules. The system shall integrate seamlessly with the existing Madison County website and Personnel Software.
- 1.1.2. Proposals shall include all product descriptions, and line item costs for all modules needed for a complete system.
- 1.1.3. The Vendor shall provide a detailed list of all recommended and minimum required hardware specifications. The Vendor shall also define the minimum/recommended connectivity speed for each application.

### **1.2. SCOPE**

- 1.2.1. Madison County intends for this Request for Proposal to result in the selection of one vendor to supply software, implementation, conversion of current data, customization, integration with our existing website, training and support as specified in the Scope of Objective section of this Request for Proposal. Please note in your proposal any and all annual recurring charges and anticipated annual pricing increases. Respondents are encouraged to include discounted annual licensing for 4-year and 5-year terms and offer to provide a cap on future maintenance fees or reasonable increases for Years 6-10.

### **1.3. PROJECT BACKGROUND**

- 1.3.1. Madison County has been using Civil Service Software platform Persoft / PStek.

### **1.4. STAFFING & PERSONNEL BIOGRAPHIES**

- 1.4.1. Personnel qualifications and experience should be detailed as part of the Technical Proposal. Include resumes for all personnel and subcontractors to be assigned to this project.
- 1.4.2. Will all of the services proposed by your company be performed by its own salaried personnel? If the answer is in the negative, please explain in what manner a service bureau, officiated company, or other organization will perform these services.

### **1.5. FACILITY INFORMATION**

- 1.5.1. The Madison County Personnel Department is located at 138 North Court Street, Wampsville, NY 13163

### **1.6. CERTIFICATION/LICENSE REQUIREMENTS**

- 1.6.1. Response shall include any certificates / licenses required to perform the requirements specified.

### **1.7. LENGTH OF CONTRACT**

- 1.7.1. Initial software implementation shall be completed within six (6) to nine (9) months from Notice to Proceed with annual software maintenance and support for a total of five (5)

years. Awarded firm shall also offer to provide a cap on future maintenance fees or reasonable increases for Years 6-10.

### **1.8. CONTRACT PRICE ADJUSTMENTS UPON RENEWAL**

1.8.1. The proposed rates shall remain firm through the first contract period with no wage adjustments allowed. If the County exercises any of the option years of the contract, Contractors may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment(s) shall be submitted thirty (30) days in advance in writing to the Director of Purchasing. Any and all price adjustments will be limited to the percentage increase in the CPI Index – All Urban Consumers for the preceding 12 months. The County reserves the right to reject any request for price increase deemed excessive.

### **1.9. SOFTWARE LICENSE**

1.9.1. The License shall include the County, its affiliates and political subdivisions. The Vendor hereby grants the County a perpetual, nontransferable, nonexclusive license under the terms of this Agreement to use the Application Software on its network.

### **1.10. THIRD-PARTY PRODUCTS**

1.10.1. To the extent that a third-party product is required to compensate for functionality that is absent in the solution, the vendor should explicitly state the name of any third-party products. For each third-party product, proposals must include a statement surrounding whether the vendor's contract will encompass the third-party product and/or whether the County will have to contract on its own for the product. The County prefers that the software vendor serve as the administrator for all third-party software contracts. Finally, the vendor should provide proof that they have access to the third-party software source code (own or in escrow) and that the vendor has the ability to provide long-term support for the third-party software components of their system.

### **1.11. PAYMENT HOLDBACK**

1.11.1. The County shall not pay the total contract price until the requirements outlined in this RFP have been met. A five percent (5%) retention amount will be held.

### **1.12. LIQUIDATED DAMAGES**

1.12.1. If the Contractor fails to complete services in accordance with the specifications and requirements or within the times specified herein it is understood, and the proposer and subsequent contractor hereby agrees, that the amount of 1 percent of the contracted value per day up to the value of contracted equipment and services shall be deducted from the monies due the Contractor for each intervening calendar day, not as a penalty, but as liquidated damages. However, the Contractor shall not be liable if failure to perform arises out of causes beyond its control and without fault or negligence of the Contractor. (Acts of God, the public enemy, fires, floods, freight embargoes, regulated telephone company delays, etc.)

**1.13. SYSTEM SPECIFICATIONS**

1.13.1. Vendor responses should be as follows:

1.13.1.1. Yes: This feature is included in the current system

1.13.1.2. No: The Software does not offer these features

1.13.1.3. MR: Modification Required. Modifications to incorporate this feature will be done. If a cost is involved, state the cost; also state the date by which this modification will be made. You may attach additional pages if you feel more clarification to a response is required.

1.13.2. This Table must be included with your submission:

	Yes	No	MR	Cost	Date
<b>CIVIL SERVICE FUNCTIONS</b>					
<b>A. Applicants</b>					
A1. Ability to create applicant master record					
A2. Ability for applicants to create their own on-line account in order to apply on-line for examinations, track their application history (i.e. saved applications, applications for previous examinations/ positions, eligibility for status for particular examination; examination results, eligible list status, etc.)					
A3. Ability for the system to integrate seamlessly with the Madison County website.					
A4. Ability to track all applicant information (name, address, email, DOB, legal residency, etc.)					
A5. Ability to track all changes made to applicant master record (name, address, residency, etc.) and for it to appear directly on the applicant record including the date the change was made.					
A6. Ability for the system to track up to 5 separate residency criteria (County, Town, Village, School District, Fire District).					
A7. Ability for the system to provide comprehensive veteran status tracking (status, dates of services, conditional veteran, veteran credits verified, veteran credits used).					
A8. Ability for applicants to complete and submit application(s) for examination(s) on-line.					
A9. Ability for applicants to upload documents (i.e. resume, license, DD214, etc.) to their on-line application and submit it with their application.					
A10. Ability for applicants to save all information entered on their on-line application and be able to access this to submit another application for another examination at a later date.					
A11. Ability for the system to accept downloaded on-line applications and transfer them into the specific examination after verified by appropriate personnel.					
A12. Ability for the system to receive applications via on-line for positions not requiring an examination.					

	Yes	No	MR	Cost	Date
A13. Ability to allow municipalities' remote user access capability to submit documentation as it pertains to their own municipality.					
A14. Capability of producing a daily log of all applications received within a specified date range.					
A15. Capability to permanently upload documents (i.e. resume, official transcripts, DD214s, licenses, etc.) into an applicant's master record so that documents do not need to be located and uploaded each time applicant applies for a position or examination.					
A16. Ability for the system to track documents (i.e. eligibility letters, admission notices, scheduling letters, exam result letters, etc.) for applicants for any and all examinations applicant has applied for.					
A17. Ability for appropriate personnel staff to enter eligibility (approved, conditionally approved, disapproved) into an applicant record for specific examinations or positions.					
<b>B. Examinations</b>					
B1. Capability to generate and post to website upcoming examination announcements.					
B2. Capability for the system to track each examination from examination establish/schedule through adding/editing applicants, scoring and establishing eligible list.					
B3. Ability for the system to enable continuous recruitment examination tracking.					
B4. Ability for the system to track up to 7 performance tests (i.e. medical; psychological; physical fitness; oral; 911; ITT, etc.) for each examination with dates and results.					
B5. Ability for system to track examination location, where applicants have taken examination.					
B6. Ability for system to track if applicant has cross-filed for other civil service examinations (i.e. State examinations, other local jurisdictions) on the same date that they are taking our examination.					
B7. Ability for system to generate documents (i.e. eligibility letters, admission notices, test results letters, etc.) and electronically send to applicant.					
B8. Ability for system to provide for complete examination maintenance for examinations. Information to include but not be limited to: Exam title, exam date; Madison County exam #; State exam #; Performance Test(s); # of booklets order for exam; whether exam is: State Decentralized, State Prepared & Rated, Locally Prepared & Rated; Issue date of exam; last filing date of					

	Yes	No	MR	Cost	Date
exam; type of exam: OC, Prom, NCP; continuous recruitment exam; date list established; date list expires; scores received; band scored; list prepared by initials; date prepared; checked by initials; date checked; etc.					
B9. Capability for system to allow for documentation pertaining to the examination to be uploaded to that specific examination.					
B10. Ability for system to generate a Candidate Roster (with detailed information indicated) for examinations.					
B11. Ability for system to generate attendance lists for approved and conditionally approved candidates who are flagged as alternate; disabled, religious observer or military for all examinations given on a specific date.					
B12. Ability for system to download examination scores directly from the New York State Department of Civil Service with automated band score calculations and the storage of band scores associated with any given exam.					
B13. Capability of system to generate an eligible list for examinations providing options for breaking ties (social security or alphabetical).					
B14. Ability for system to automatically calculate veteran credits to an applicant's score, if applicable.					
B15. Ability for system to generate public eligible lists and private eligible lists.					
B16. Ability for system to track original position, current position and rank on an eligible list.					
B17. Capability for system to enable a comment field (List Notes) on an eligible list.					
B18. Capability for system to provide full exam statistics (# applied, # approved, # disapproved, # no action taken, # examined, # passed, # failed, # FTA, # withdrew, # on Eligible List, # appointed).					
B19. Capability for system to enable automatic waiving of previously passed performance tests based on a user-defined period of time.					
B20. Ability for system to track performance tests results for an exam over any specified period of time.					
<b>C. Certifications</b>					
C1. Ability for system to generate a Certification of Eligibles from an established eligible list. Certification must include candidate's name, address, telephone #, , score, veteran credits, and seniority credits, if applicable.					
C2. Ability for system to track each Certification of Eligibles.					
C3. Ability for system to track each canvass associated with a specific Certification of Eligibles.					
C4. Ability for system to generate a Certification of Eligibles based upon user-defined criteria (i.e.					

	Yes	No	MR	Cost	Date
residency).					
<b>D. Reports</b>					
D1. Capability for system to generate a report for an applicant who indicates what examinations candidate has taken. Report to include: Exam #, Exam Title, Date Exam Given, Date List Expires, Score on Exam, Current Position, Current Rank and Eligibility Status.					
D2. Capability for system to generate a Candidate Roster for a certain period of time for a Continuous Recruitment Exam.					
D3. Capability for system to generate a report to list all current examinations based upon specified criteria including user-defined fields.					
D4. Capability for system to generate reports for eligible lists that are expiring based upon specified criteria.					
D5. Capability for system to generate a report to indicate if employees appear on specific eligible lists including user-defined fields.					
D6. Capability for system to generate a report to indicate all canvass/certification listing for a certain examination based upon specified criteria including user-defined fields.					
D7. Capability for system to generate a report for an eligible list activity log based upon specified criteria including user-defined fields.					
D8. Capability for system to generate a report for all active eligible lists based upon specified criteria including user-defined fields.					
D9. Capability for system to generate a report for all Certification of Eligible due back within a specified date range.					
D10. Capability for system to generate a report for all canvasses due back within a specified date ranged.					
D11. Capability for system to generate a report for all newly issued examinations.					
D12. Capability for system to generate a report to assist with the preparation of the Annual Fee Report based upon specified criteria including user-defined fields.					
D13. Capability for system to generate comprehensive reports for fees paid to take examinations based on specified criteria including user-defined fields.					
<b>E. Miscellaneous</b>					
E1. Ability for the system to provide user defined tables for: Titles Departments	Application Status Codes Additional Applicant Data				

		Yes	No	MR	Cost	Date
Agencies	Items					
Counties	Disapproved Reasons					
Towns	Non-Exam Action Codes					
Villages	Alternate Reasons					
School Districts	Pre-Canvass Codes					
Libraries	Canvass Response Codes					
Special Districts	Certification Results					
Fire Districts	Performance Tests					
Zip Codes	Performance Exam Results					
Personnel Actions	Exam Sites					
Personnel Action Types	Non-Exam Status Codes					
Special Pay Types	Conditional Approved Reasons					
Authorizations	Non-Exam Result Codes					
Position Action Codes	Job Bank Status Codes					
Job Type	Job Bank Topics					
Benefits Group	Classification Codes					
	Unions					
E2. Ability for system not to allow applicant to amend application after it is submitted (to protect integrity of application) for a specific examination.						
E3. Ability for system to be able to verify/accept an electronic signature.						
E4. Ability for system to have multiple users views a record at the same time without locking anyone out.						
E5. Ability for system to assign security to menu options, screens, tables, fields, etc. by user or role.						
E6. Ability for system to restrict specific transactions to authorized personnel.						
E7. Capability for general public to view established active eligible lists.						
E8. Capability to provide for a 24/7 help desk.						
<b>F. General Requirements</b>						
F1. Ability to track employee and position information for over 1650 employees in 45 separate jurisdictions.						
F2. Ability to maintain a complete history of employees, including all salary increases, promotions, changes of dates, work location and department, leave of absence (e.g. any change in civil service status).						
F3. Ability to locate employee by name, social security number, position number, retirement number, department of title.						
F4. Ability to track an unlimited number of employees with each having an unlimited number of records.						
F5. Ability to track multiple dates for each promotion						

	Yes	No	MR	Cost	Date
including provisional, probationary, contingent, temporary and permanent.					
F6. Ability to track educational background.					
F7. Ability to track all full-time, less-than-full-time, part-time, seasonal and substitute positions.					
F8. Ability to have a seamless integration between employee and position records.					
F9. Ability for certain employees to have multiple positions.					
F10. Ability for payroll certification to be electronically submitted to and from municipalities via excel.csv format.					
F11. Ability to transmit electronically a Personnel Transaction Form to and from 45 separate jurisdictions.					
F12. Ability to provide license and/or certification tracking.					
F13. Ability to flag employees of pending license and/or certification expiration.					
F14. Ability to track family/medical leave of absence.					
F15. Ability to import salary schedules from					
F16. Ability to accept electronic signature on personnel forms.					
F17. Ability to define user access to remote sites.					
F18. Ability to have Print Screen capability.					
F19. Ability to integrate with Munis database					
F20. Ability to maintain complete position history.					
F21. Ability to locate position by title, position number, department or last occupant.					
F22. Ability to track encumbered vacant and abolished positions.					
F23. Ability to track probation by automatically computing the end date (including tracking Police Officer positions that have a different length of probation) and the ability to revise that date if probation is extended.					
F24. Ability to track all actions taken (dates and action) during the life of a position.					
F25. Ability to track full-time, less-than-full-time, seasonal and substitute positions.					
F26. Reporting Requirements					
F27. Ad-hoc report generation (e.g., report writer).					
F28. Ability to generate specific reports such as annual report required by Civil Service, seniority reports, by title, probation to permanent reports, roster history and employee and position listing reports.					
F29. Ability to generate EEO reports regarding employee demographics.					
F30. Are customized reports readily available? What is the average time to program a new report or change an					

	Yes	No	MR	Cost	Date
existing one?					
F31. Cloud-based tools support multiple browsers including Internet Explorer 10 (and above), Chrome, Firefox 37 (and above)					
F32. Client software (if any) supports Windows 7 64-bit Operating System environment					
F33. Client software (if any) supports Active Directory authentication					
F34. Client/Server solution (if any) supports true 64bit Microsoft Server Operating System environment with Server 2008 R2 and/or Server 2012 R2, Hyper-V virtualization					
F35. Client/Server solution (if any) supports Microsoft SQL Server (2005, 2008 or 2012) and writes directly to the Microsoft SQL Server database without passing through any intermediate or proprietary databases.					
F36. Technical Support is located in the United States and within the Eastern Time Zone					

**1.14. HARDWARE / OPERATING SYSTEM / DATABASE PLATFORMS**

1.14.1. Response shall introduce your proposed system platform and software. At a minimum the response shall discuss the following items:

- 1.14.1.1. The computing hardware platform(s) including specifications.
- 1.14.1.2. The network operating systems and client operating systems and database software and versions.
- 1.14.1.3. Provide an overview of the proposed system integration into the current County network.
- 1.14.1.4. Provide a network diagram to illustrate your proposed system configuration
- 1.14.1.5. NOTE: If not offering a hosted solution, the Vendor IS NOT responsible for supplying servers and peripheral hardware to operate the System modules recommended. However, specifications shall be provided for servers and other related hardware necessary to implement the complete system as proposed. Madison County will acquire all hardware, server operating systems(s), and manage data / system backup requirements.

**1.15. PROOF OF CONCEPT**

1.15.1. A sixty day pilot period for the Personnel / Civil Service Software System may be required from the Proposers. The County desires to evaluate the proposed System on ease of use, functionality, management interface, scalability and the ability to tie into an employee management system.

**1.16. SOFTWARE DEMONSTRATIONS**

1.16.1. Vendors short-listed for software demonstrations agree to be available on dates mutually agreed upon with the County. Failure to be available for specified dates will lead to the County replacing the short listed proposal with another proposal. Madison County shall also require five (5) current live systems as references and may require the shortlisted firms to arrange for visits to some or all of the five (5) current live systems provided as references.

**1.17. SOFTWARE INSTALLATION**

- 1.17.1. On the mutually agreed upon installation date, the Vendor shall install the application software upon the network and in all other ways make the application software ready for the County's intended use.

#### **1.18. SOFTWARE INSTALLATION ACCEPTANCE AND TEST CRITERIA**

- 1.18.1. The county will be deemed to have accepted the system under the following conditions:
  - 1.18.1.1. The vendor-supplied system is fully implemented by the mutually agreed upon implementation date; and
  - 1.18.1.2. It performs as warranted and error-free 95% of the time over a ninety (90) day period; and
  - 1.18.1.3. The County has completed and delivered a certificate of acceptance to the vendor.
- 1.18.2. The Vendor will not receive final payment until a Certificate of Acceptance has been completed and delivered to the Vendor.
- 1.18.3. If after the implementation date the vendor-supplied system should fail to satisfy the acceptance provisions, the County, after written notice to the vendor, may suspend all payments to the vendor. The vendor shall then provide a written timetable within 5 working days for corrections and a written commitment to allocate additional resources at no expense to the County. The vendor shall have forty-five (45) days from receipt by the County of the written timetable for corrections to complete the required corrections.
- 1.18.4. If, after the above-mentioned corrections are completed, the vendor-supplied system fails to satisfy the acceptance provisions, the County may terminate the agreement and receive a full refund of all funds paid to the vendor and may pursue other lawful remedies.

#### **1.19. DOCUMENTATION**

- 1.19.1. The Application Software documentation (referred to as "documentation") shall include, but not be limited to the following components: narrative description of the system, narrative description of the applications, narrative description of the reports, data base record descriptions, screen layouts with description of each input field on the screens, report layouts with descriptions of each data element on the report, user manuals for all processing (e.g. table set-up/maintenance, report querying, data input, etc) and operator instructions. The vendor shall provide four sets of documentation. The County may make unlimited additional copies of documentation for its internal use without obtaining permission from the vendor.

#### **1.20. PROJECT MANAGEMENT AND SUPPORT SERVICES**

- 1.20.1. The vendor shall provide all Project Management Services that are required to implement this system. A detailed conversion and implementation plan must be developed by the successful Vendor. This plan is to include vendor and County responsibilities, the implementation timing, and implementation milestones. All required tasks are to be detailed on the project plan. Project plans are to be submitted to the County, using Microsoft Project and supply updated monthly status reports. Proposal shall state the number of hours of installation services, conversion and customization services and training support that are included in their cost proposal. The vendor's responsibility shall include documenting and knowledge transfer, coordinating and managing the implementation plan with the designated County's project manager.
- 1.20.2. Describe the typical implementation process for a project of this scope including the roles of key members of the implementation team.

- 1.20.3. Include the resume of the project manager assigned to this opportunity. Note whether the project manager is Project Management Professional (PMP) certified.
- 1.20.4. What tools are employed by the implementation team to collaborate with the agency regarding project milestones?
- 1.20.5. Describe the vendor's training services.
- 1.20.6. Does the vendor provide a practice database that utilizes the agency's data? If so, describe.
- 1.20.7. Describe all training documentation and instructional support available to the agency.
- 1.20.8. Has the vendor ever completed an implementation after the deadline or exceeded the agreed budget? If so, describe.
- 1.20.9. Has the vendor ever failed to complete an implementation? If so, describe.

### **1.21. EXISTING DATA / INTERFACES**

- 1.21.1. The County's existing data shall be converted into the new software system.
- 1.21.2. Format of Existing Data – MS Visual FoxPro (CSV text files or XML files)
- 1.21.3. Number of Files – 194 FoxPro Tables of varying Lengths
- 1.21.4. According to the Continuous History Update Audit Trail report run on July 1, 2015, the counts are as follows:
  - 1.21.4.1. Number of Employees / Applicants - 106,873
  - 1.21.4.2. Number of Ident/History Records - 30,385
- 1.21.5. System offered must interface with the County's current Tyler Technologies Munis Software

### **1.22. WARRANTY**

- 1.22.1. Proposal must indicate standard warranty offered. Warranty will start after final testing and acceptance by the County authorized representative for the Department of Personnel.

### **1.23. SYSTEM TESTING**

- 1.23.1. Successful vendor will provide standard test scripts and assist implementation in the final end user testing of the system. Successful vendor will assist the client in system testing and correct technical problems, which are a direct result of any modifications /customization made to the system during the implementation period. Vendor must briefly describe testing services related to the proposed system.

### **1.24. SOFTWARE MAINTENANCE AGREEMENT**

- 1.24.1. The vendor shall provide a cost proposal for a five-year Standard Software Maintenance Agreement to be billed on an annual basis for all software purchased and installed under this contract. This maintenance agreement will start after standard warranty ends. At a minimum the maintenance agreement shall provide for:
  - 1.24.1.1. Upgrades, including new releases to the software
  - 1.24.1.2. Temporary fixes to the software
  - 1.24.1.3. Revisions to the licensed documentation
  - 1.24.1.4. Telephone Support (24/7) for software
  - 1.24.1.5. Technical support via remote access, telephone and e-mail
  - 1.24.1.6. Participation in User Group Meetings
  - 1.24.1.7. Electronic Customer Support.

### **1.25. SUPPORT**

- 1.25.1. Provide a copy of the vendor's standard support agreement.
- 1.25.2. What percentage of the support staff is dedicated solely to public personnel software?
- 1.25.3. Describe the account management resources available to the agency.
- 1.25.4. Describe the vendor's standard support services.
- 1.25.5. For telephone support, provide the following information:
- 1.25.6. Does the vendor provide 24-hour support?
- 1.25.7. What is the vendor's average support call duration?
- 1.25.8. What is the vendor's average time to resolve issues?
- 1.25.9. What is the vendor's first-call resolution percentage?

## **1.26. TRAINING**

- 1.26.1. Each submission shall include a detailed proposal for all training options. This shall include the minimum number of hours for the various levels (ex. Security levels, system operations, supervisory, general staff). The County does have available on-site computer training facilities. Proposal shall include minimum system requirements if on-site training is selected and include on-site training costs, minimum classroom size, etc. Indicate if the vendor provides an online educational database? If so, describe.

## **1.27. LONGEVITY**

- 1.27.1. Proposal shall include a brief description of the time frame product being offered has been available; its intended market availability. Also describe plans / implementation / description of next level / platform and time of its availability.

## **1.28. SECURITY**

- 1.28.1. There should be various levels of security to be designed by the security administrator. Describe the security levels of the proposed system. What security tools are included with the software? How do restrictions to the following work: administrative tool access; application access; menu access; record access; field access, and querying/reporting access? What is included in the user security profile? How is the security profile defined?

## **1.29. FILE BACKUP AND DISASTER RECOVERY (HOSTED OR ONSITE).**

- 1.29.1. Describe the proposed systems backup procedure. The backup of data must not require constant attention by a systems operator. Please state how the system backup will be accomplished on the proposed system, addressing such points as:
  - 1.29.1.1. A detailed description of the software used to back up the system
  - 1.29.1.2. System and/or data availability during backup
  - 1.29.1.3. Any operator intervention or assistance
  - 1.29.1.4. File reorganization capabilities
- 1.29.2. Please provide a summary of the proposed system's backup features and options. The system software must provide for the "graceful shutdown" of the system. Ideally, the software should automatically notify users of the power outage, log them out and power down gracefully. Describe the software required and the time needed for a safe shutdown of the proposed system. The proposed system must provide for protection against loss of data due to power surges or outages. Describe how this is to be accomplished. Please provide your capabilities to host a disaster recovery hot site for this software application.

## **1.30. SAMPLE DOCUMENTS**

- 1.30.1. To establish a complete and competitive proposal, vendors must include sample copies of the following documents:
  - 1.30.1.1. Sample training manuals (if included in proposal)
  - 1.30.1.2. Sample standard reports
  - 1.30.1.3. Sample functional, technical and support documentation

## **2. PROPOSAL EVALUATION**

### **2.1. PROPOSAL EVALUATION**

- 2.1.1. Proposals will be evaluated in accordance with applicable Madison County procurement policies and procedures. Evaluation will be performed to determine the offeror's understanding of work to be performed, technical approach, and potential for completing the work as specified in the Statement of Objectives, cost reasonableness, the probable cost to the County, and ranking with competing offeror's.
- 2.1.2. Award will be made to that responsible offeror(s), whose offer(s), conforming to this RFP, is (are) considered most advantageous to the County, considering the Evaluation Criteria in this Section.

### **2.2. TECHNICAL RESPONSE 40%**

- 2.2.1. The proposer's Statement of Work, Work Breakdown Structure, and Master Schedule will be evaluated against the County's Statement of Objectives and Technical Requirements.
- 2.2.2. Project Capability/Technical aspects of proposals will be evaluated in accordance with the following criteria, which are listed in descending order of importance.
- 2.2.3. Conformance with RFP guidelines and detailed submittal requirements.
- 2.2.4. Proposals will be evaluated considering the extent of the offeror's understanding of the need(s) or problem(s) their proposed solution will address and the soundness and likelihood of success of the proposed effort in meeting the objectives stated in the RFP.
- 2.2.5. Compatibility with the County's Technology Standards, Preferences, and Vision. Software solutions that are more compatible with the technology standards, preferences, and future vision of the County (e.g., web-based technology architecture, robust system-wide features, integration, reduced reliance on 3<sup>rd</sup> party products) will be rated more favorably by the County. In addition, the County will consider the potential benefits of software solutions that provide additional modules or functionality not required for the scope of this project but may be desirable to the County in the future.
- 2.2.6. Solutions that can meet the County requirements "out-of-the-box," "via a reporting tool," and/or via "configuration using built-in toolsets" will be rated more favorably by the County than those solutions that (a) cannot provide important functionality; (b) require a significant amount of customization – changes to underlying source code; and/or (c) rely significantly on 3<sup>rd</sup> party products to provide core functionality. Since proposers will be contractually obligated to deliver the requirements as specified in the

proposals, it is important that they carefully assess each requirement response to avoid presenting the product in an unrealistic perspective.

- 2.2.7. Proposals will be evaluated on the soundness and completeness of the Statement of Work (SOW) and technical approach.
- 2.2.8. Proposals will be evaluated on the reasonableness of the schedule and the milestones for proposed work,
- 2.2.9. Proposals will be evaluated on the reasonableness of proposed labor hours, labor categories, travel, consultants, and subcontractors.

## **2.3. PERSONNEL QUALIFICATIONS, PROJECT ORGANIZATION, EXPERIENCE AND COMMITMENT CRITERIA 30%**

- 2.3.1. Proposals will be evaluated considering the offeror's technical and managerial experience, qualifications, and the availability of personnel who are proposed to work on the project; project organization and management structure; and prior experience in managing projects similar in type, technology, size and complexity.
- 2.3.2. Experience of the Software and Implementation proposer(s)
  - 2.3.2.1. The County seeks a Personnel / Civil Service software solution that has been successfully implemented in public sector organizations similar to the size and scope of the County project. If the software firm does not implement its own solution, the experience of the implementation partner proposed for the project will also be evaluated. While the County will only conduct formal reference checks for those proposals shortlisted during the process, the County will rely on the information contained in each proposal, as well as its own analysis and research, to evaluate the experience of each software and implementation firm.
- 2.3.3. Implementation Firm/Plan/Rollout/Staffing
  - 2.3.3.1. The County will look favorably on those proposals containing a comprehensive and quality implementation plan. Important elements of this evaluation factor include:
    - 2.3.3.1.1. Implementation plan and methodology;
    - 2.3.3.1.2. Implementation timeframe and rollout strategy;
    - 2.3.3.1.3. Estimated work effort for the County staff and implementation consultants;
    - 2.3.3.1.4. Specific assumptions and work effort estimates for data conversion, interface development, and known customizations; and
    - 2.3.3.1.5. A comprehensive training plan.
- 2.3.4. Proposals will be evaluated considering the offeror's commitment to the implementation of their proposed solution.
- 2.3.5. Proposals will be evaluated considering the motivation of the offeror for being involved in the proposed effort and the priority of the proposed effort relevant to other commitments.

## **2.4. RELEVANT PAST & PRESENT PERFORMANCE CRITERIA 20%**

- 2.4.1. Assessment of the offeror's past & present performance will be one means of evaluating the credibility of the offeror's proposal and the relative capability to meet performance requirements.
- 2.4.2. The proposals should provide sufficient detail regarding specific public sector organizations where the software is in a live production environment. For software proposers, the County will seek to determine the extent to which the proposed software has been successfully implemented in similar public sector organizations, as well as client assessments of the overall quality of the software in terms of functionality and technology features. For implementation/rollout, the County will seek to determine the extent to which the proposed implementation firm (especially if different from the software firm) has significant experience implementing the solution in the public sector, as well as client assessments of the overall quality of the proposer's staff and implementation plan/strategy. In assessing the experience of both software and implementation firm, the County may consider factors such as its public sector presence, recent increases in new customers, depth of its consulting staff, and other factors.
- 2.4.3. Throughout the process, the County will take into consideration any additional information supplied by the proposals regarding the proposed implementation, project staffing, and application rollout strategy.

## **2.5. COST CRITERIA 10%**

- 2.5.1. Cost Proposals will be evaluated with respect to adequacy and reasonableness. This evaluation will include consideration of the probable cost to the County of doing business with each offeror; the possible growth in proposed costs during the course of the contract; the features of each offeror's work plan that could cause the estimate cost to vary; and cost-sharing if proposed. If after the evaluation of technical proposals, two or more competing overall proposals are considered in the competitive range, the evaluated probable cost to the County may be a deciding factor for selection. That is, the highest technical proposal may not necessarily be selected when cost considerations are taken into account.
- 2.5.2. The Costs proposed (including any options) will be evaluated in accordance with the following criteria:
  - 2.5.2.1. The initial analysis of proposal costs will include the software license fee and all implementation service fees. Implementation service fees include an examination of costs and rates for tasks such as data conversion, interfaces, customizations, and general implementation work effort. In addition, the County will evaluate cost estimates related to training and consultant travel. The cost of all work effort related to implementing the detailed business requirements must be included in the cost proposal (e.g., reports, customizations). All cost estimates should include the assumptions that form the basis of each cost category (e.g., number of hours, number of training units, specific interfaces assumed).

- 2.5.2.2. The County will examine the total estimated cost of software maintenance and support for both a 5 and 10-year period. The County will look more favorably on proposals that (a) waive maintenance and support fees for Year 1; (b) provide for the maintenance term/fees to commence on a date later than the delivery of the software; (c) include minimal increases in maintenance fees for Years 2-5; and, (d) offer to provide a cap on future maintenance fees or reasonable increases for Years 6-10.
- 2.5.2.3. The proposals will be evaluated based on the overall value of the solution compared to its proposed cost. The value of each solution will be determined by the County based on factors such as the ability of the software to meet its current needs while also remaining a viable long-term solution, as well as the quality and experience of the proposed implementation partner (if different from the software firm). To the extent possible, costs will be evaluated on an “apples to apples” basis, with the cost of each solution to be evaluated by the County in terms of its overall fiscal situation and organizational priorities.
- 2.5.3. Proposers who are willing to provide the County with more favorable terms for key contract terms and conditions for the software license agreement may be viewed as more favorable by the County. Examples of such responsiveness terms include, but will not be limited to, the following:
  - 2.5.3.1. Metrics for software license pricing;
  - 2.5.3.2. Price protection for additional users and/or consulting services;
  - 2.5.3.3. Payment terms for software, services, and maintenance/support; and Basis and length of warranty for software and services.

EVALUATION CRITERIA	MAXIMUM POINTS
Technical response	40
Personnel qualifications, project organization, experience and commitment criteria	30
Relevant past & present performance criteria	20
Cost criteria	10
Total	100

**2.6. VENDOR RESPONSE FORMAT FOR PRICING AND VALUE-ADDED INFORMATION**

- 2.6.1. The vendor will provide prices (in U.S. dollars) for the items/services listed. It is important that vendors outline features of their proposal, such as value-added product(s) and/or service(s) that would not normally be addressed in a pricing evaluation as they are of a non-monetary nature. Indicate volume discount levels if they apply to your product(s).

**2.7. VALUE-ADDED CONSIDERATIONS**

2.7.1. Proposer to include any relevant services or products that will be provided to the County which is not priced in this proposal, but which enhance the acquisition process.

## **2.8. COMPANY PROFILE AND VENDOR INFORMATION**

2.8.1. The following will be required in a company overview as part of proposer's proposal:

- 2.8.1.1. Brief (one or two paragraphs) description of the vendor's business, its history and future plans
- 2.8.1.2. Vendor Identification
- 2.8.1.3. Corporate name
- 2.8.1.4. Corporate address
- 2.8.1.5. Telephone numbers
- 2.8.1.6. Contact person(s)
- 2.8.1.7. Vendor size
- 2.8.1.8. Number of years in business
- 2.8.1.9. Vendor Stability as indicated below
- 2.8.1.10. Vendor Responsibility as indicated below

## **2.9. FINANCIAL STABILITY**

2.9.1. Proposal shall include the most recent certified business financial statements as of a date not earlier than the end of the Firm's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as the shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return and Pro-Forma (un-audited) Financial Statements for the last three (3) years will be accepted if certified financial statements are unavailable.

## **2.10. RESPONSIBLE CONTRACTOR/CONSULTANT**

- 2.10.1. Madison County retains the right to accept any and all offers and to determine what constitutes a "responsible Contractor/Consultant". Specific items, but not limited to, that may be considered in determining responsibility are:
- 2.10.1.1. Financial information relative to the Contractor/Consultant
  - 2.10.1.2. Past performance of the Contractor/Consultant as it related to proposal
  - 2.10.1.3. Information relative to experience, reliability and competence as related to proposal
  - 2.10.1.4. A Contractor/Consultant's past or present criminal involvement or "corrupt conduct", including whether there are pending criminal investigations of or indictments against the Contractor/Consultant
  - 2.10.1.5. Willful violations of the prevailing wage provisions of the Labor Law as it related to proposal.

2.10.1.6. Contractor may be required to provide additional information, after the proposal opening, to elicit relevant information as part of the evaluation process to determine responsible Contractor/Consultant.

### **3. PROPOSAL RESPONSE, ORGANIZATION AND SUBMISSION**

3.1. Sealed Proposals, Eight (8) hard copies, one (1) Electronic Copy on a thumb drive. One (1) hard copy must be clearly marked original and (7) hard copies must be clearly marked copy will be received by the County Purchasing Agent, Madison County Office Building, 138 North Court Street, Wampsville, NY 13163 until Thursday, October 15, 2015, 2:00 p.m. EST.  
*Note: Packages not containing the required number of copies will be automatically rejected.*

3.1.1. All proposals shall be marked:

3.1.1.1. RFP-MC-2015-0005, PERSONNEL/CIVIL SERVICE SOFTWARE SYSTEM

3.1.2. Submitters shall include all documents necessary to support their proposal in the sealed package.

3.1.3. Submitters shall be responsible for the delivery of proposals during business hours to the address indicated in the RFP. It shall not be sufficient to show that the proposal was mailed in time to be received by the scheduled closing time.

3.2. No proposal will be considered which is not accompanied by all required documentation and signed by the proposer.

3.3. Proposals must be received on or before the specified time and date. Proposals received after the specified time will be returned unopened.

3.4. Proposal information is restricted and not publically available until after the award of the contract by the Purchasing Department.

3.4.1. All information and materials submitted will become the property of Madison County. Vendors should not submit proprietary or confidential business information unless the vendor believes such information is critical to its presentation. Such information should be clearly identified as such. Madison County will protect such proprietary or confidential information only to the extent which the law allows.

### **3.5. Selection and Procurement Schedule**

3.5.1. Madison County anticipates the following procurement schedule:

Question received no later than 10:00 AM	September 30, 2015
Responses to Questions will be emailed by 2:00 PM	October 2, 2015
Receive Proposals	October 15, 2015
Complete Proposal review	October 29, 2015
Tentative designation	November 9, 2015
Execute contracts	November 27, 2015

3.5.2. General

3.5.2.1. Madison County will utilize qualifications based selection. The successful firm shall demonstrate their understanding of the project, their ability to meet the technical and

administrative requirements, and their ability to provide sufficient qualified staff to maintain the project schedule in a cost efficient manner.

3.5.2.2. Madison County reserves the sole right to reject any and all Proposals deemed not responsive; to negotiate with qualified contractors, or to cancel this RFP in part or in its entirety.

3.5.2.3. This RFP does not commit Madison County to award a contract(s) or pay any costs incurred in the preparation of a proposal in response to this request.

3.6. RFPs shall be received no later than 2:00 pm on October 15, 2015. Proposals will not be opened publicly.

### 3.7. SUBMITTER RESPONSIBILITIES

3.7.1. Proposal Certification, Verification, and Signature

3.7.2. Unsigned proposals will be eliminated

3.7.3. It is the sole responsibility of the submitter to assure that they have received the entire Request For Proposal

3.7.4. The RFP and any addenda may be secured by contacting the County Purchasing Office

3.8. Submitters are expected to examine all special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the proposer's risk.

3.9. No proposal will be considered which modifies, in any manner, any of the provisions, specifications, or minimum requirements set forth in this RFP.

## 4. PROPOSAL FORMAT

4.1. Please submit A MARKED ORIGINAL AND SEVEN (7) COPIES of your proposal.

4.2. The Offeror shall prepare the proposal as set forth below. The titles and contents of the section shall be as defined in this section.

Section I	Cover Section
Section II	Executive Summary
Section III	Technical Response
Section IV	Cost/Price Proposal
Section V	Contract Documentation
Section VI	Relevant Past and Present Performance

4.3. Cost or Pricing Information – All cost or pricing information shall be addressed ONLY in the Cost/Price Proposal Section. Cost trade-off information, work-hour estimates and material kinds and quantities may be used in other sections only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

4.4. Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.

- 4.5. Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be no less than 11 point. Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages will be numbered sequentially by section.
- 4.6. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the section, and count as a single page.
- 4.7. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.
- 4.8. Binding and Labeling - All Sections of the proposal should be bound in a single three-ring loose leaf binder, with section tabs, which shall permit the proposal to lie flat when opened. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to RFP title, solicitation number, copy number, and the offeror's name. The same identifying information should be placed on the spine of each binder. All "Trade Secret" or Classified binders shall be similarly marked with the addition of "Trade Secret Information" contained on the cover sheet.

#### **4.9. SECTION I- COVER SECTION**

- 4.9.1. Table of Contents - A master table of contents of the entire proposal.
- 4.9.2. Cover Page
  - 4.9.2.1. Full proposal name
  - 4.9.2.2. Submission date and time
  - 4.9.2.3. Proposer's name
  - 4.9.2.4. Name and contact information for the single point of contact for all phases of the project, if different than the Proposer
- 4.9.3. A cover letter highlighting any special features of the Proposal
- 4.9.4. A signed copy of the "Request For Proposal" page attached to this document on page 32
- 4.9.5. A signed copy of the "Iran Divestment Act" page attached to this document on page 33

#### **4.10. SECTION II- EXECUTIVE SUMMARY**

- 4.10.1. In the executive summary, the offeror shall provide the following information:
  - 4.10.1.1. Narrative Summary - A concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section I evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other sections of the proposal.

#### **4.11. SECTION III - TECHNICAL RESPONSE SECTION**

- 4.11.1. The Technical Response Section should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the criteria defined in Evaluation Criteria Section for award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the requirements stated in the County's Statement of Objectives.

All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable to tell us that in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

- 4.11.2. Format and Specific Content - Technical Response. In this section address your proposed approach to meeting the requirements listed in the Statement of Objectives, as well as risks in your proposal in terms of project capability/performance, cost and/or schedule.
- 4.11.3. Address Proposal Risk by identifying those aspects of the proposal you consider involving cost and/or project capability risk. Provide rationale for each risk, including quantitative estimates of the impact on cost, schedule and performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of the project goals and Statement of Objectives. Suggest a realistic "workaround" or risk mitigation for identified risks that will eliminate or reduce risk to an acceptable level. Identify any new risks introduced by such risk mitigation.
- 4.11.4. Personnel Qualifications and Experience should be detailed as part of the Technical Response. Include resumes for all personnel and subcontractors to be assigned to this project.
- 4.11.5. Address your firms' motivation for being involved in this project and the priority this project will be assigned relevant to other commitments.
- 4.11.6. Statement of Work (SOW) – A Statement of Objectives (SOO) is provided in Mandatory Section of this RFP. This Statement of Objectives represents the County's minimum objectives for this project. The Offeror shall use the Statement of Objectives to propose a Statement of Work, which expands upon these minimum objectives to the extent necessary to conduct this acquisition. The proposed Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met as detailed in the County's SOO.
- 4.11.7. The proposed SOW shall consist of tasking statements. Each tasking statement shall reference the deliverables, which will be provided by that task. The proposed SOW shall not contain informational notes, as the Technical Response subsection provides ample opportunity for discussion and description of the offeror's approach. The tasking statements in the SOW shall use a common numbering system. The proposed SOW, when accepted by the County, will be included in the final contract.
- 4.11.8. Work Breakdown Structure (WBS) – The Offeror shall develop a Work Breakdown Structure, which reflects their view of the proposed contract effort. The WBS shall serve as a framework for organizing the proposed effort to include in-house, inter-divisional, subcontractor, and associate contractor activities. The WBS shall be developed to a depth (level) and breadth sufficient to accurately describe each participant's role and responsibilities in the project. The Offeror's proposed WBS shall be included with their Statement of Work and will be incorporated as part of the final contract.

- 4.11.9. Master Schedule (MS) – The intent of this section is to obtain a functionally integrated understanding of the proposal in a way that provides the County confidence that the proposal is structured to be executable for the resources indicated. The Master Schedule is a detailed task and timing of the work effort in the SOW and is used as the primary tracking tool for technical and schedule status. The MS identifies all SOW events, accomplishments, criteria and the expected dates of each. These dates are based on a calendar date of NOVEMBER 1, 2015 as the starting point and the logical flow of dates provided by calculating the duration of all tasks using typical schedule networking tools. The MS tasks will be directly traceable to the SOW and the WBS.
- 4.11.10. The Offeror shall provide a top level Master Schedule as part of the proposal submittal. The more detailed levels of the MS, as well as updates, will be submitted after contract award. The MS is intended as a tool for day-to-day tracking of the program/project. All tasks/activities in the MS should be logically linked together showing predecessor/successor relationships. The activities and tasks will be sufficient to account for the total proposed solution.
- 4.11.11. The Technical Proposal Section shall be organized to the following general outline:
  - 4.11.11.1. Table of Contents
  - 4.11.11.2. Technical Response to Statement of Objectives
  - 4.11.11.3. Statement of Work
  - 4.11.11.4. Work Breakdown Structure
  - 4.11.11.5. Master Schedule
  - 4.11.11.6. Potential Risks

#### **4.12. SECTION IV - COST/PRICE SECTION**

- 4.12.1. Only one copy of the Cost/Price proposal shall be submitted in the "Original Copy". Additional copies of the proposals shall not contain copies of the Cost/Price proposal.
- 4.12.2. All proposals submitted must describe the overall system software and all services proposed and their associated costs, hosting costs, including any additional modules necessary to meet the requirements as specified. All hourly rates offered should include an on-site fixed hourly rate, an off-site hourly rate and an on-the job training (OJT) rate.
- 4.12.3. Total cost of software as listed in the system requirement matrix.
- 4.12.4. Cost of Implementation / Consulting services. Briefly describe implementation / consulting services related to the proposed implementation time line. Include an estimated number of days consulting will be required.
- 4.12.5. Cost of installation. Vendor to briefly describe installation and set-up options. If a lump sum price is offered, vendor to indicate maximum hours that lump sum represents. Vendor to also include a cost per hour and/or per day to cover any additional requirements not included in lump sum price.
- 4.12.6. Cost of conversion of existing data. Vendor to describe in detail data conversion approach and options from current software to suggested product. Include a lump sum

cost for a set number of hours, or cost per hour and/or per day with an estimated number of hours.

- 4.12.7. Cost of developing a payroll system feed. Vendor to briefly describe developing payroll system for suggested software. Include a lump sum cost for a set number of hours, or cost per hour and/or per day with an estimated number of hours.
- 4.12.8. Cost of custom programming for customer requested software changes, reports, etc. Briefly describe customization options. Vendor to include a cost per hour and/or per day.
- 4.12.9. Cost of upgrades, if not covered as specified under software maintenance.
- 4.12.10. Annual cost for hosting.
- 4.12.11. Annual software support maintenance cost and hosting cost. Vendor to supply annual maintenance, support and costing costs for a five-year Standard Software Maintenance Support as per the specifications. Briefly describe all support options available and include cost information. Response shall also indicate annual software support maintenance cost and hosting cost for years six (6) through ten (10).
- 4.12.12. Cost of training. Include a detailed description of all training options offered and associated costs. Vendor to specify the location(s) for off-site training.
- 4.12.13. Estimated cost of travel associated with installation and training at the following times:
  - 4.12.13.1. Initial
  - 4.12.13.2. 3 Months after install
  - 4.12.13.3. 6 Month after install
  - 4.12.13.4. 9 Month after install
  - 4.12.13.5. 1 Year after install

#### **4.13. SECTION IV - CONTRACT DOCUMENTATION**

- 4.13.1. The purpose of this section is to provide information to the County for preparing the contract document and supporting file. The offeror's proposal shall include:
  - 4.13.1.1. Affidavit of Disclosure for Political Contributions –required by Local Law.
  - 4.13.1.2. Affidavit of Business Dealings in Northern Ireland –required by Local Law.
  - 4.13.1.3. Affirmative Action Plan Certification –required by Local Law.
  - 4.13.1.4. Disclosure of Responsibility Statement.
  - 4.13.1.5. Certification of Compliance with the Iran Divestment Act
- 4.13.2. Special Contract Requirements – Required Licenses or Certifications. The Offeror shall include copies of any licenses and/or certifications that are required to perform any of the work required by this RFP. If no licenses and/or certifications are required, the Offeror is not required to make reference to this subsection.
- 4.13.3. Exceptions to Terms and Conditions – Exceptions taken to the terms and conditions of the sample contract, contract clauses, formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide

rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost and specific requirements of the solicitation. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award.

- 4.13.4. Authorized Offeror Personnel – Provide the name, title, telephone number and e-mail address of the company point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also identify those individuals authorized to negotiate with the County.
- 4.13.5. Company Address and Identifying Codes – Provide company/division’s street address, Federal Identification Number, DUNS Code, and size of business. List all locations where work is to be performed and indicate whether such facility is a division, affiliate or subcontractor, and the percentage of work to be performed at each location.
- 4.13.6. Subcontracting Plan – If the Offeror intends on using subcontractors a Subcontracting Plan must be included in this section. The Subcontracting Plan shall include a detailed explanation of the work to be subcontracted and the percentage of that work to the total project for each proposed subcontractor. Madison County reserves the right to approve or disapprove of any subcontracting plan.
- 4.13.7. Participation of Disadvantage Business Enterprises – The Offeror must provide with its offer a statement as to whether they have established targets for DBE participation on this contract. The targets may be provided for participation by a prime contractor, joint venture partner, teaming arrangement member or subcontractor. The targets for subcontractors must be listed separately.

#### **4.14. SECTION V - RELEVANT AND PAST PERFORMANCE**

- 4.14.1. General – Each Offeror shall submit a past and present performance section with its proposal, containing past performance information in accordance with the format contained in *The Past and Present Performance Information Form*. This information is required on the Offeror and all subcontractors, teaming partners, and/or joint venture partners. Offerors are cautioned that the County will use data provided by each Offeror in this Section and data obtained from other sources in the evaluation of past and present performance.
- 4.14.2. For each contract submitted as a past performance reference, the Offeror shall submit a client authorization letter, authorizing their client to release to the County information requested on the Offeror’s past and present performance.
- 4.14.3. Relevant Contracts – Submit Past Performance Information on 5 recent contracts that you consider most relevant in demonstrating your ability to perform the proposed effort. Also include information on 5 recent contracts performed by each of your teaming partners and significant subcontractors that you consider most relevant in demonstrating their ability to perform the proposed effort. Include rationale supporting your assertion of relevance.

- 4.14.4. Note that the County generally will not consider performance on a newly awarded contract without a performance history or on an effort that concluded more than 3 years prior to this source selection.
- 4.14.5. Specific Content – Offerors are required to explain what aspects of the reference contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the Offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage risk. Merely having problems does not automatically equate to a little or no confidence rating, since problems encountered may have been on a more complex program, or an Offeror may have subsequently demonstrated the ability to overcome the problems encountered. The Offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the Offeror to be considered a higher confidence candidate.
- 4.14.6. Organizational Structure Change History – Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal a “roadmap” describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation. Since the County intends to consider present and past performance information provided by other sources as well as that provided by the Offeror(s), your roadmap should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the County receives information from other sources.

#### **4.15. QUESTIONS**

- 4.15.1. All questions in regard to the project will be accepted by email only.
- 4.15.2. All questions must be received no later than 10:00 AM on September 30th, 2015
- 4.15.3. All questions shall be directed to:  
Eileen Zerh  
Personnel Director  
138 North Court Street  
Wampsville, NY 13163  
[Eileen.Zerh@madisoncounty.ny.gov](mailto:Eileen.Zerh@madisoncounty.ny.gov)
- 4.15.4. All answers to questions submitted will be sent in an addendum by email, no later than 2:00 PM on October 2nd, 2015

#### **4.16. MODIFICATION OR WITHDRAWAL OF PROPOSAL**

4.16.1. A proposal that is in the possession of the Purchasing Agent may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. FAX, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Purchasing Agent may be withdrawn by the proposer up to the time of opening.

#### **5. INSURANCE REQUIREMENTS**

5.1. At all times during the term of this Agreement, the Contractor and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

5.1.1. Worker's Compensation Employer's Liability and Disability Benefits

Coverage (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

5.1.1.1. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability and Disability Benefits Coverage, OR

5.1.1.2. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P) and New York State Notice of Compliance - Disability Benefits Law (Form DB-120 or DB-20.1).

5.1.1.3. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage: Form CE-200.

5.1.2. Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. All construction, trade contractor, and service maintenance agreements must utilize the additional insured endorsement CG 2037 July 2004 edition. The insurance coverage shall contain a waiver of subrogation in favor of Madison County. Acceptable proof of the waiver of subrogation and the

County's additional insured status may be evidenced through a copy of the policy form or endorsement.

- 5.1.3. Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured. Acceptable proof of the County's additional insured status may be obtained by submitting a copy of the policy form or endorsement. The insurance coverage shall contain a waiver of subrogation in favor of Madison County.
- 5.1.4. Professional Liability with limits not less than \$1,000,000 per occurrence; \$3,000,000 in the aggregate. In the event of expiration or termination of this Agreement, each party hereto shall either maintain the abovementioned insurance coverage for a period of not less than three (3) years, or shall provide an equivalent extended reporting endorsement (commonly known as a 'tail policy').
- 5.1.5. Excess/Umbrella Liability (for certain contracts at the discretion of the County) with limits not less than \$1,000,000 per occurrence; \$5,000,000 in the aggregate. The County must be listed as additional insured. Acceptable proof of the County's additional insured status may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate.
  - 5.1.5.1. THE COUNTY OF MADISON MUST BE NAMED AS THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.
  - 5.1.5.2. All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A or better. In addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.
  - 5.1.5.3. Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.
- 5.1.6. Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:
  - 5.1.6.1. Madison County Attorney
  - 5.1.6.2. County Office Building
  - 5.1.6.3. 138 North Court Street
  - 5.1.6.4. Wampsville, New York 13163
- 5.1.7. Acceptable proof of the thirty day notice provision may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate. On receipt of such notice, the County shall have the option to cancel this Agreement

without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

5.1.8. All losses of County property shall be adjusted with and made payable directly to the County.

5.1.9. All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

5.1.10. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County

**REQUEST FOR PROPOSALS**

**RFP Ref#:** RFP-MC-2015-0005

**Title:** PERSONNEL/CIVIL SERVICE SOFTWARE

**Closing Date and Time:** October 15, 2015 14:00 hours (EST)

**Deliver To:**

Ms. Nicole Schafer-Farino  
Madison County Purchasing Agent  
County Office Building, 2nd floor  
138 North Court Street  
P.O. Box 635  
Wampsville, New York 13163

In compliance with the RFP specifications and the conditions of submitting a proposal, I the undersigned, offer and agree to furnish any or all supporting materials upon which consultant services are determined, to the County within the time specified.

I (we) further certify that I have not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension: as described in the Federal Rules and Regulations.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal.

Name and Address of Record \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

Mailing address \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

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

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014

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

***This page Must be Signed and Returned or your Proposal will be declared Informal!***