

County of Westchester, NY

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Request for Proposals

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Westchester County DEF Time and Attendance

Office of Chief Information Officer

Issue Date: July 11, 2008
Reply Date: August 1, 2008

WESTCHESTER COUNTY

Department of Information Technology
In Cooperation With
Westchester County Department of Environmental Facilities

Request for Proposals
DEFTimeAndAttendanceRFP

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Westchester County
Department of Information Technology
In Cooperation with
Westchester County Department of <department name >
White Plains, New York 10601

Notice to Vendors The Westchester County Office of Information Technology is seeking proposals from qualified companies to provide a centralized Time and Attendance management system to record and track employee hours and work schedules at all its Department of Environmental Facilities locations. The County desires and expects proposals based on the ability of the vendor to meet or exceed the requirements contained in this request. Contracts will be awarded to the vendor that the Departments of Information Technology and Environmental Facilities determine to be best able to provide the mandated information and capabilities listed below.

For each functional requirement, the vendor must indicate whether the proposed system will require customization in order to support a specific function. For each requirement that is not an existing capability, the vendor must indicate the cost to develop such capability or function. See Appendix A
Time and Attendance Functional Requirements.

The intent of this RFP is to seek out and select a system vendor who will best be able to provide a complete time and attendance management system at a reasonable cost and meets the requirements listed in this document.

All proposals must be received in a sealed envelope at the offices of the Department of Information Technology, Attention: Richard Levy, 148 Martine Avenue, Room 304, White Plains, New York 10601 on or before 1:00PM (Eastern Daylight Savings Time), on August 1, 2008. Westchester County is not responsible for any internal or external delivery delays that may cause the RFP to arrive beyond the deadline. The Vendor must submit one original hardcopy of the proposal and an additional electronic copy in pdf or MS Word format.

The Office of Information Technology will review the proposals and schedule demonstrations to be conducted by one or more of the qualified Vendors as part of the final selection process. The County of Westchester reserves the right to reject any and all proposals and/or waive any informality in any proposal. The County reserves the right to accept, reject or negotiate modifications to any proposal as it shall, in its sole discretion, deem to be in its best interest. The determination of adequacy of qualifications shall be at the sole discretion of the County.

The Request for Proposal is available on the County's Web Site at: <http://www.westchestergov.com/rfp> under DEF Time and Attendance System RFP.

Questions regarding this RFP should be directed to: Richard Levy by email at: rl2@westchestergov.com . Questions will only be considered if submitted by email prior to 5:00PM (EDT) on July 21. Responses will be posted on the County's Web Site at: <http://www.westchestergov.com/rfp> under DEF Time and Attendance System RFP.

No Vendor may withdraw its proposal within 120 days of the above submission date.

COUNTY OF WESTCHESTER
OFFICE OF INFORMATION TECHNOLOGY

Marguerite Beirne
Chief Information Officer



Westchester County
Department of Information Technology
White Plains, New York 10601

REQUEST FOR PROPOSALS

DEF Time and Attendance Management System

I. REQUIREMENTS

A. General Purpose

Westchester County is seeking proposals from qualified vendors (companies) to provide a centralized, simple to use, capable and cost effective system that will be used for recording and tracking time and attendance for an estimated 400 employees across 22 physical locations and several off-site locations. The preferred system should make use of web technologies for reporting and administration and employ a biometric system (hand scan or finger print) to capture and record sign-in and sign-out times at the physical locations. For employees in the field, the system could employ either voice recognition or some other effective, reliable and secure means for collecting and recording time and attendance. In addition the system should be able to easily and effectively integrate with other Westchester County systems through APIs or some other automation mechanism.

Vendors should provide pricing information as an attachment using the pricing template provided in schedule D of this document.

B. Functional Requirements

1. Track Attendance

Mandatory

- The system should track attendance through the use of biometric palm print or fingerprint, pc transaction or by phone and should record, but not be limited to arrival, departure, lunch, breaks, location transfers, going out to the field, and return time. Phone recording should capture caller id or some sort of identifier that will associate the call with an employee.
- The system should, upon departure, allow recording of destination and estimated return time.
- The system should provide supervisors with the ability to view/review employee's attendance records/history.

Desirable

- The system should provide employees with the ability to view/review attendance records/history

2. Biometric Time Clocks

Mandatory

- Time clocks should be installed within a centralized network. Access to fingerprint or palm print templates should be available for all time clocks within network. Refer to IT Systems Technical Environment section D-1
- Time clocks should have the ability to register and store fingerprint or palm print templates locally but should also permit access to these templates from a centralized repository so that employees may punch in and out of multiple locations with ease and not require registration at every site where they may need to punch in or out.

Desirable

- Time clocks should provide a screen for messages to employees. These messages can be targeted for entire employee population, groups of employees, or individual employees.

3. Employee Profiles

Mandatory

- The system should provide the ability to create employee profiles which, at a minimum, should include Name, Position, Job Title, Salary, Job Grade, Position related certificates, licensing and training requirements, Department, Default Location, and Assigned work schedule. This should be available for manual updating and automatic updating via data imports from Payroll and Human Resource system.
- The system should provide the ability to add, activate, and deactivate employees.

4. Labor Distribution

Mandatory

- The system should track labor distribution.

5. Pay Policies

Mandatory

- The system should provide the ability to input pay policies related to various labor union contracts, which include CSEA, Teamsters, Executive Management, and Hourly policies.

6. Pay Rules

Mandatory

- The system should be capable of having different rules for the pay policies to enable the correct pay and/or crediting of leave based on an employee's pay policy and grade.

7. Work Schedules

Mandatory

- The system should provide the ability to create various work schedules and assign employees to work schedules. Shifts can cross date, week, pay period, and yearly boundaries.
- The system should provide the ability to change employee work schedules ad-hoc.

8. Managing Timesheets and Attendance Records

Mandatory

- The system should provide managers with the ability to review and approve employee timesheets online and/or hardcopy. The system should automatically approve timesheets which have no exceptions. Exceptions are missed punches, extra punches, working additional hours, not working regular schedule, etc. In the case of timesheets with exceptions, these timesheets should be pushed out to managers for review and approval.
- The system should provide methods to enforce management review and approval of timesheet with exceptions before being submitted.
- The system should also provide the ability to attach notes or comments to timesheets online. The system should have the capability to require notes or comments for specific situations.
- The system should provide managers with the ability to view and edit attendance records of employees. These records should include but not be limited to arrival and departure times, overtime, notes/comments, etc. In addition, the system should provide an audit trail of when and who made changes.
- The system should provide the ability to submit approved attendance records to payroll via weekly, bi-weekly, etc. exports.
- The system should have methods to enforce managers/supervisors to sign off reports (can be via electronic signatures, user id and password, etc.) before payroll export is sent to payroll. Payroll exports should not be sent before the appropriate approval.
- The County payroll system is exception based for annual salaried employees and therefore the export should not include regular pay for those annual salaried employees. Export must, at a minimum, include overtime, docking, shift differentials, and hourly employees.

9. Management Reports

Mandatory

- The system should have a report module in place to provide exception reports which include but are not limited to who is in and who is out, over time hours worked, assigned work location, labor distribution, vacation/personal/sick/holiday and FMLA time off, etc.
- The system should be able to capture all reports on an individual employee basis, by facility, as well as on a department-wide basis.
- The system should also provide a report for tracking when employees leave, why they leave, destination, when due to return, and when they actually return. ("In/Out Board")
- The system should also provide a regular report, by facility, that cumulatively lists all employees pay and leave events on a daily basis.

- The system should be able to identify and produce reports of data that is imported (added or changed) from the HR and Leave Management Systems as well as report on imports that failed due to missing or incorrect data. In addition, the system should also be able to produce similar reports of data that is exported to the Payroll System (APE).
- The system should provide the ability to export report content and other data to MS Excel/CSV and PDF.
- The system should provide ad-hoc reporting capabilities. Users will have the ability to include/exclude data elements. Reports can be further customized using filter options, sort options, etc.
- The system should be able to email reports.

10. Job Costing

Desirable

- The system should provide the ability to assign time to projects for reimbursement and/or tracking needs.
- The system should provide the ability to track labor distribution for allocating labor costs to different/multiple cost centers in same pay period.

11. Automated Notifications

Desirable

- The system should provide automated notifications without supervisor querying. Notifications will include but not be limited to timesheets waiting for approval, missed punches, employees whose licenses are due to expire, etc.
- Notifications can be of the following type: Flags, automatic emails, reports automatically generated and emailed, or other type of notification that will gain the attention of supervisors.

12. Employee Self Service

Desirable

- The system should have the ability for employees to review time sheets online and/or hardcopy via the web.

13. Tracking Overtime

Mandatory

- The system should provide the ability to record overtime and track overtime (off hours work).

14. Tracking FMLA

Mandatory

- The system should provide the ability to track FMLA eligibility and usage. The system should enable configuration of FMLA policies, determine eligibility, and understand/compute impact on work schedules and consider vacation, personal, and other FMLA relevant benefits.

15. Tracking for Training, Licenses, and Related Certificates (TLC)

Desirable

- The system provided should have the capability to store Health and Safety Compliance. ISO 14001 and other mandates. The system will track various types of mandated and optional training given to employees. The system should track state certifications, licenses, medical surveillance (regular physicals), and skills/crafts/maintenance.
- The system should not be restricted by number of items that can be recorded and tracked. Items are added fairly regularly.
- The system should be able to track all types of training, licenses, certifications, medical surveillance (medical physicals), and skills and crafts per employee. Each item tracked should include but not be limited to date(s) issued or occurred, types of {training, certificates, licenses}, status (if applicable), as well as expiration date(s) (if applicable).
- The system should be able to generate and send notifications (without initiating a request) and reminders related to certificate expiration, upcoming scheduled training, and other training and compliance requirements.
- The system should be able to schedule by employee or by groups of employees to courses which may be examinations for licenses, certificates, medical surveillance, or training sessions.
- The system should be able to generate reports across entire employee population for tracking training, licenses, and related certificates. Reports should be generated by employee, location/facility, department, etc. Reports should include but not be limited to employee class history, course detail, class location history, class roster, course listings, detailed employee report, etc.
- The system should be able to maintain history and report on history of training, licenses, certificates, courses, etc for active as well as inactive employees.
- The system should allow employees to be activated/deactivated. Records should be maintained for both active and inactive employees.

16. System Integration

Mandatory

- The system should have mechanisms in place for integration to our payroll and human resource systems.
- The system should provide mechanisms to import records from the County Leave Management system which is a homegrown application used by employees to request time-off, and by managers to approve requests and manage leaves.

Desirable

- The system should provide mechanisms to integrate to different systems currently tracking Health and Safety Compliance. ISO 14001 and Other Mandates. (See above requirements for Tracking for Training, Licenses and Related Certificates).

17. Security/Multilevel Access

Mandatory

- The system should be able to provide levels of security/access (at least three) for managers, payroll personnel, and supervisors. Access may include approval of timesheets, adjustments, and corrections as well as read only access for direct reports.
- The system should also provide different levels of access for users that are not directly involved in payroll review and approval. A number of users should have the ability to make changes, inserts, and updates, etc to various records, while other users will have read only access for the purpose of generating reports.

18. System Failure and Recovery

Mandatory

- Vendor should provide a method for addressing time clock equipment failure at physical facilities and on the field.

C. Mandatory Support Requirements

1. Software Installation

Mandatory

- Vendor software will be installed on Westchester County server(s) by the vendor and Westchester County IT Systems Administrator. Both a training environment and a production environment will be established so that users will be able to test the system and subsequent new features without effecting ongoing production. The software installation process and requirements will be thoroughly documented by the vendor and be available to the County for review and acceptance prior to the actual installation. Additionally, criteria demonstrating a successful installation will be itemized and available for the County to review and approval. Technical and end user administrator knowledge transfers will be performed to assure that the County IT systems manager can maintain the installation or perform a re-install if necessary, and that the end user can sufficiently maintain business rules and mandates.

2. Software Configuration

Mandatory

- At minimum, software configuration must be based upon the identified operational needs of end users. This can be accomplished through the respondent's described process, through vendor-led business process analysis of the existing and anticipated workflows, or a hybrid of the two general approaches. Regardless of the intended approach, a detailed plan should be presented including requirements, tasks, resources, etc.

3. Data Conversion

Mandatory

- The existing employee data and all other related data supporting the current system must be cleaned, converted where required, and imported into the new Time and Attendance Management System database by the vendor. This imported information must be accessible for viewing and for reporting in the new environment. A formal document detailing the data conversion tasks and required resources must be produced by the vendor for review and acceptance by affected parties prior to production.

4. Training

Mandatory

- End-user training will be provided to users (approximate number of staff requiring some level of training is expected to be between 50 to 60) at a county facility. End-user training should cover all aspects of the software including but not limited to data entry, querying, reporting, administrative functions, etc.
- The vendor shall provide a series of training sessions based on the different modules of the system with materials summarizing basic procedures for each area of training.
- Each session shall be focused on teaching end users how to use the system to perform their jobs using the tools provided in the system.
- The trainer shall be prepared to work with groups of up to 10 users in each session. The trainer shall also be prepared to train users with limited computing skills
- A separate administration course and electronic reference materials should be provided to the application administrators who will maintain the system for Dept of Environmental Facilities. Additionally, a knowledge transfer, including supporting reference materials, will be performed to assure that both the County IT systems administrator(s) and the Dept of Environmental Facilities administrator(s) can perform required software maintenance and successfully install system patches and upgrades.
- Training should cover field replacement of biometric devices.

5. Go-live Support

Mandatory

- Full implementation support must be described, including the respondent's plan for on-site startup assistance and support for each effected division of the Department of Environmental Facilities and the Department of Information Technology.

6. Ongoing Support

Mandatory

- The vendor will provide a post implementation review plan, to be conducted jointly with the County. Additionally, the vendor will provide a quote for annual maintenance and support of the system for the 5 years following a required one year warranty period. The vendor will itemize the terms of this maintenance and support, including but not limited to items covered by support, hours and levels of support, methods of support (i.e. Help Desk, email, on-line, on-site), guaranteed response times, and costs associated with response or development of customized solutions. (See Schedule D Pricing Template).

7. Documentation

Mandatory

- The vendor shall provide user documentation, including, but not limited to:
- Detailed system training manuals which thoroughly explain setup, use, and maintenance of the system. Vendor will grant permission to make copies of the manual to be used by Westchester County.

- Procedural definitions of system user identity and access management (both internal and external users).
- On-line documentation, field level or otherwise, preferably in an industry standard, searchable help format such as a Microsoft Help or HTML file, or minimally as an ASCII text file.
- Planning and installation documentation for product upgrades.
- A detailed system configuration design.
- A detailed description of system installation, configuration and integration documentation.
- Installation instructions for all software components, including client computers, network servers, peripheral devices, instrumentation, databases, and any other vendor supplied utilities or existing customer assets which are required for the software to be implemented and supported by the County IT systems administrator.
- Record layouts for all files and entity relationship diagram for database tables used in the system.
- Any special backup, restore, and/or recovery procedures.
- At least one thoroughly documented application example, if the vendor supplies an application programming interface.
- Interactive, computer-based training or on-line tutorial.
- Access to a vendor supported Web site containing documentation enhancements, bug reports, patches, etc.
- Implementation plan and schedule, Status reporting, Periodic reports on progress, Milestone reports
- System hardware and network requirements

8. Software Warranty and Maintenance

Mandatory

- The vendor must provide Westchester County with a one (1) year warranty period, which will begin when the system is accepted by Westchester County. The vendor shall warrant all software provided to be free of defects during this one-year period. Any repairs or "bug fixes" required during this period will be made at no expense to the County.
- A comprehensive software maintenance contract is required for the proposed system on a fixed cost basis for up to five (5) years following the expiration of the one (1) year warranty.
- Provide telephone consultation on a seven (7) days per week, twenty-four (24) hour per day basis.
- Respond by telephone to a service call within one half (1/2) hour. Diagnose software and hardware problems and either correct or replace the software as necessary to remedy the defect.
- Offer an option for on-site service within 72 hours if a service call cannot be resolved remotely.
- Provide software fixes, enhancements, new releases, upgrades, and new versions, system documentation, user manuals, revisions and updates.

- Respond to all written consultation reports from Westchester County in five working days.

9. Source Code in Escrow

Mandatory

- The vendor must place and maintain a current copy of the source code as delivered to Westchester County in escrow. In addition, the vendor must indicate that the escrowed software is updated as the source code is modified and that the County will be permitted access to the source code should the vendor enter in to bankruptcy or otherwise cease to operate or otherwise be unable to provide support for the product. The County reserves the right to verify that the item(s) placed in escrow includes the source code for the delivered system. The source code in escrow must be in a format and location acceptable to the County. The cost for establishing and maintaining the required escrow account is to be born by the vendor.

D. IT System Technical Requirements

1. Network and Platform

Mandatory

- The proposed system must run on the County's existing TCP/IP network.
- Any client code in the proposed system must run on an industry standard platform – i.e., Microsoft Windows XP, Microsoft Windows 2000 or Microsoft Windows 2003.
- Software and hardware must be installed within a centralized network.

Desirable

- Software should employ multi-tier technology, preferably running on Websphere application servers.

2. Hardware Procurement

Mandatory

- The vendor must provide a detailed specification list for all hardware required for successful implementation. The vendor is not permitted to include the cost of standard computing hardware, such as client workstations, servers or printers as part of their response to this RFP. Rather, the County Department of Information Technology, in accordance with County procurement law, will use the recommended hardware specifications to order hardware through the County Bureau of Purchase and Supply. The vendor may include only those hardware items in their proposal for which they are the sole provider.

3. Database

Mandatory

- Data shall be stored in a relational or object-oriented database, meeting the latest industry standards from a major vendor.

Desirable

- Relational database should be on the latest version of Microsoft SQL Server or Oracle.

- Database documentation in the form of an ERD (entity relationship diagram) or detailed schema. This documentation should not be in a proprietary format but rather an industry standard format such as .vsd or html.

4. Interface

Mandatory

- The system's services and data must be accessible through an industry-standard interface, which must be at least one of the following: COM, .NET or ActiveX controls and objects; JavaBeans, JMS, J2EE; XML, ODBC or SQL connectivity; a rich, well documented API.

5. Query and Reporting Facilities

Mandatory

- The system should offer ad-hoc query and reporting facilities, which are within the capability of end users.

6. System Backup

Mandatory

- System should suffer no degradation of service during system backup and maintenance functions.
- System must be able to be backed up using County standard backup facilities (note: the backup solution currently employed at Westchester County is Legato Networker Enterprise).

7. Performance

Mandatory

- Response time for PC client transactions must be measurable and should not exceed 5 seconds per transaction.
- The system must be able to handle all transactions which will occur over a 7 day work week, and a 24 hour work period.

8. Security

Desirable

- The System's security should be integrated into the existing Microsoft Active Directory security model.
- Software should not require Administrator rights to execute any client code.

E. General Security Requirements

1. Functional Security – Divisional Users

Mandatory

- The delivered system will have a component that allows for the creation of work groups within the department and will provide the ability to assign these work groups various rights and privileges with respect to interactions within the Time and Attendance Management System. These rights and privileges will be established by management and will be implemented by an appointed system administrator. Each individual's access to the Time and Attendance Management System will be regulated by the use of a PIN or password. The use of electronic signatures will also be regulated by the use of a PIN or password.

2. Data Security

Mandatory

- Users in defined security groups will have access to only the data required for that specific group. The system administrator will use a tool to define these data security requirements for a group and/or user.

3. Audit Trail

Mandatory

- The delivered system will have a component that allows for a comprehensive audit trail of all transactions by any individuals or groups within the Time and Attendance Management System. The audit trail should track access to the system, modifications and changes to timesheets and forms, and any other significant interaction within the Time and Attendance Management System. This information should be available in forms and reports.

F. Issuing Office

This RFP is issued for Westchester County by the Office of Information Technology, which is the sole contact in the County for this RFP.

G. Proposal Due Date

All respondents interested in submitting a proposal pursuant to these specifications must submit the sealed proposal no later than 1:00 PM Eastern Daylight Time on August 1st, 2008. Respondents mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Respondents assume all responsibility for timely receipt of proposal. The County is not responsible for internal or external delivery delays which may delay timely receipt of proposal.

H. Proposals

To be considered, respondents must submit a complete response to this RFP, addressing all those items, that are applicable to the task or tasks for which the respondent is interested in providing services, contained in Section IV (Proposal Content), Section VI (Security and Damages), and Section VII (Respondent Insurance Information).

The respondent must submit an original plus electronic copy (Microsoft Word or PDF format) of the proposal to the Issuing Office. Proposals should be in sealed envelopes and clearly marked on the outside "Proposal – Time and Attendance Management System". All proposals should be addressed to:

Richard Levy
Assistant Chief Information Officer
Westchester County
Office of Information Technology
148 Martine Avenue
Room 304

White Plains, New York 10601

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

Proposals MUST be signed. Unsigned proposals will be rejected.

Vendors answering this request for proposal may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

I. Other Information

For information on matters other than proposal submission, respondents should contact:

Richard Levy
Assistant CIO
Westchester County
Department of Information Technology
148 Martine Avenue
Room 304
White Plains, New York 10601

E-mail: rjl2@westchestergov.com

Information is also available on the County's Web site:

<http://www.westchestergov.com/rfp/>

Responses to questions will be given in accordance with the conditions indicated in Section II.W.

II. LEGAL

A. Understandings

Please take notice, by submission of a proposal in response to this request for proposals, proposing entity agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;
- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue additional solicitations for proposals;
- To issue amendments to this RFP;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- While this is a Request For Proposals and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.
- Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

B. Oral Presentation

Respondents who submit a proposal may be required to make an oral presentation of their proposal to the County. These presentations provide an opportunity for the respondent to clarify its proposal, to insure thorough mutual understanding between the parties. The Issuing Office will schedule these presentations.

C. Vendor Responsibilities

The County will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. All subcontractors are subject to approval by the County.

D. News Releases

News releases pertaining to this RFP or the service, study or project to which it relates will not be made without prior County approval, and then only in coordination with the Issuing Office.

E. Confidential Information

The systems covered by this RFP contain information that the County considers confidential. Accordingly, information contained within these County systems may not be disseminated, sold or disclosed. The County may require that the vendor execute a confidentiality agreement.

F. Independent Price Determination

By submission of a proposal, the respondent certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with this proposal:

The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any respondent; and

Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to award directly or indirectly to any other respondent; and

No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

G. Authority to do Business in New York

FOR CORPORATIONS OR LIMITED LIABILITY COMPANIES ONLY. Any corporation or LLC not incorporated or formed under the Laws of New York State must furnish a copy of its certificate of authority from the New York Secretary of State to do business in the State of New York in accordance with Article 13 of the New York State Business Law.

H. Addenda and Interpretation

No interpretation of the meaning of the specifications or other contract documents will be made to any prospective respondent orally. Every request for such interpretation must be made in writing, or by electronic mail to:

Richard Levy
Assistant CIO
Westchester County
Department of Information Technology
148 Martine Avenue
Room 304
White Plains, New York 10601

E-mail: rjl2@westchestergov.com

and be made no later than July 21, 2008 5:00PM EDT. Any and all such interpretations or any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the County Web site <http://www.westchestergov.com/rfp/> no later than July 25, 2008 5:00PM EDT Failure of any prospective respondent to receive any such addendum or interpretation or any other form, instrument or

document shall not relieve any prospective respondent from any obligation under his/her proposal as submitted. All addenda so issued shall become part of the RFP document.

I. Basis of Selection

The County will award this RFP, assuming all RFPs are not rejected, based on the proposal that best meets our specified requirements. While price will be a factor in consideration of the proposals, it is not the sole criterion. The County will evaluate all proposals on the basis of selection criteria that include, but are not limited to the following:

- Cost: The terms and fees proposed for the services.
- Commitment: The credibility of the vendors commitment to provide the requested services, meet or exceed all requirements and provide quality personnel.
- Experience and Competence: The vendor's specific experience and demonstrated ability in providing the services on a scale comparable to that described in this RFP. Preference may be given to vendors with experience providing required services to other government entities.
- Vendors must submit at least three client contacts where theirs system has been implemented and with comparable requirements as those stated on this RFP.
- The above criteria are not necessarily listed in the order of importance.
- Past Performance

No proposal will be accepted from nor any agreement awarded to any vendor that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any vendor that has failed to satisfactorily perform pursuant to any prior agreement with the County.

III. BACKGROUND

A. General

The County of Westchester's Department of Information Technology is a multiple vendor shop with many types of server and mainframe systems and architecture.

The mission of the Department of Environmental Facilities is to protect, preserve and conserve the water supply and the quality of watercourses within or on the borders of Westchester County and provide proper solid waste management practices, including waste stream reduction and recycling, to protect the health, safety and welfare of the public. The Department is responsible for planning, operating and maintaining wastewater treatment facilities, wastewater collection systems, water filtration facilities, water distribution systems and solid waste facilities in compliance with state and federal rules and regulations.

B. Technical Environment

The Office of Information Technology is responsible for the development, implementation and support of computer systems for all County departments. These systems support the daily business processes and mission critical functions of the County of Westchester.

C. Security

The County will require that all individuals be fingerprinted and wear County provided photo identification badges

IV. PROPOSAL CONTENT

A. Executive Summary

Respondents must summarize the services they are offering. They should also include:

- The scope of the work being proposed and the approach to be applied.
- Vendor's corporate capabilities, project management experience, organization and staffing.
- Overall understanding of the County's needs.
- Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

B. System Details

Respondents must indicate whether each item of the functional requirements is part of the system they are proposing. If the system handles the functional requirement in a way that is different from that described, details must be provided to explain it. If an item requires customization of the system, it must be clearly indicated with the price for that customization.

C. Financial Information

Respondents must provide their most recent audited annual financial statement or other such documentation that is acceptable to the County of Westchester.

D. Personnel Resumes

The respondents must be companies. The respondent should propose a project team including specific personnel for specific roles. The respondent shall describe recent (within the last two years) experience of the key personnel relevant to any projects of the type, size and scope of this RFP.

All staff members (including subcontractors if any) of the respondent's proposed project team, must be named, and a detailed resume must be included for each. The resume must include academic background and degrees (indicate major field of study), professional certifications, previous participation in County projects, and at least three references (include name, title, organization, address, and telephone number) who can attest to the competence and skill level of the individual and a sample of the individual's technical work as appropriate to the skill area

No changes in the individuals or team staff or specific assignments may be made without the approval of the County.

E. Qualifications & References

Respondents must submit information in sufficient detail to enable the County to evaluate its ability to provide the services outlined in the RFP.

Proposal must contain:

Point-by-point response to list of minimum and desirable features. See Appendix A.

Point-by-point response to questions concerning vendor profile, operations, application, training, implementation, etc. See Appendix A.

Full names and addresses of each individual, company or entity involved and if applicable, the branch office of the other subordinate units that will perform or assist in performing the work.

The number of years of relevant experience the individual has or, in the case of a company, the number of years the company has been in existence, the structure of the organization and the primary markets served.

Names, addresses and telephone numbers of three references for whom the respondent has performed similar services. For each project, respondent must indicate

- The work performed
- Its duration
- The size of the organization relative to the County
- Proposed versus actual budget/cost.

F. Price Proposal

Respondents must submit a Cost Summary which contains a fixed price, hourly, daily and, if offered, extended period rate for any additional services not included in the fixed price. Pricing must also be indicated for customization and optional items. See Schedule D: Pricing Template.

V. PAYMENT

Payment will be made, pursuant to an approved schedule, based upon a claim form submitted by the selected respondent and approved by the Westchester County Chief Information Officer and authorized by the County.

VI. SECURITY AND DAMAGES

It will be a violation of the provisions of the contract for the vendor or vendor's employee(s) to remove or alter any record or copy for any purpose other than a backup of on-line data.

Should it be determined that any equipment or software used by the vendor under the terms of this agreement is damaged, it shall be the vendor's responsibility to repair or replace the software or equipment, without cost to the County.

VII. RESPONDENT INSURANCE INFORMATION

Prior to commencing work the respondent shall obtain, at its own expense, the required insurance as stipulated by the County in Schedule "A"

The County will not be responsible for the costs of the respondent's insurance or out of pocket travel expense.
The County will be responsible only for fixed price consulting services as identified in Section IV above.

ATTACHMENTS

Schedule A

- I. Standard Insurance Provisions (Consultant)**
- II. Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women**
- III. Certification Regarding Business Dealings with Northern Ireland**
- IV. Required Disclosure of Relationships to County**
- V. Statement of Enrollment In A Qualified Transportation Fringe Program**
- VI. WAIVER APPLICATION: Qualified Transportation Fringe Program**

Schedule B

- I. Proposer Certification**

Schedule C

- I. Sample Contract**

Schedule D

- I. Pricing Template**

Appendix A

- I. Questionnaire**
- 

SCHEDULE I

STANDARD INSURANCE PROVISIONS
(Consultant)

1. Prior to commencing work, the Consultant shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Consultant and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) Consultant's Professional Liability. The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Consultant shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Consultant.

SCHEDULE II

For Informational Purposes Only

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN**

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq. , or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- _____ No
- _____ Yes (as a business owned and controlled by persons of color)
- _____ Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- _____ No
- _____ Yes (as a MBE)
- _____ Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

_____ No
_____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE III

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another Contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor

may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

SCHEDULE IV

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY
(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)**

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a county officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the county or otherwise. For the purpose of this chapter, a county officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the county;

- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an **interest** in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

Authorized Company Official shall sign below and type or print information below the signature line:

Name:

Title:

Date:

SCHEDULE V

**STATEMENT OF ENROLLMENT IN A
QUALIFIED TRANSPORTATION FRINGE PROGRAM**

1. I am the _____ of _____.
(title) (Bidder's/Proposer's full legal name)
2. This statement is not applicable because (check all that apply, skip number 3 and sign below):
- The total value of the contract is less than \$100,000 in any twelve month period during the contract term.
- Bidder/Proposer employs less than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week.

(If question 2 does not apply proceed with question 3 and sign below).

3. This Statement is applicable and is submitted in order to comply with the requirements of Executive Order No. 7-2005 of the County of Westchester which requires prospective contractors, concessionaires and vendors to submit a signed statement at the time of procurement of the contract that they are enrolled in or have initiated the process to enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code.

As of the date hereof the above indicated Bidder/Proposer:

- is enrolled in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code, or
- has initiated the process of enrolling in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code and will notify the appropriate County personnel in writing upon the commencement of their participation in such a program.

signature

date

SCHEDULE VI

**WAIVER APPLICATION
Qualified Transportation Fringe Program**

Date: _____
Name: _____
Company: _____
Address: _____

This Application for a Waiver from the requirements of Executive Order No. 7-2005 is being submitted based upon one of the following:

- an inability to comply with Executive Order No. 7-2005, or
- hardship would result from such compliance.

Provide detailed explanation below:

signature of authorized company official

Approved: _____
Disapproved: _____
Date: _____

Commissioner or Department Head

Schedule B: Proposer Certification

Schedule B – I

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Westchester and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services. The undersigned agrees and understands that the County of Westchester is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Westchester, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester and approved by the Office of the County Attorney.

It is understood and agreed that the County of Westchester reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Westchester reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Westchester is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

Schedule C

Sample Contract

SCHEDULE C - I

CONTRACT

After selection of the successful proposer, a formal written contract (in a form substantially similar to the attached) will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

- a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and
- b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule ___.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County of Westchester, Department of Risk Management. The Director of Risk Management may alter insurance requirements at his discretion.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Westchester. Further, all firms must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

COMPLIANCE WITH LAWS

The preparation of proposals, selection of vendors and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

"NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page "*** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

MBE/WBE

Pursuant to Local Law No. 27-1997, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as Schedule “___.”

MACBRIDE PRINCIPLES

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as Schedule __. Therefore, the County asks Proposers to complete the certification attached hereto as Schedule “___.”

RELATIONSHIPS TO COUNTY

Proposers are required to complete the questionnaire entitled “Required Disclosure of Relationships to County” attached hereto as Schedule “___.” In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised “Required Disclosure of Relationships to County” form to the County within ten (10) business days of such event.

CRIMINAL BACKGROUND DISCLOSURE

PLEASE TAKE NOTICE that pursuant to Executive Order No. 1-2008, the County shall have the right to bar any contractor, consultant, licensee or lessee of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said contractor, consultant, licensee or lessee who is at least sixteen (16) years old, including but not limited to subconsultants, subcontractors, sublessees or sublicensees or any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property from providing work or services to the County or from being on County property if any of the above mentioned persons has either one of the following: (a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State); (b) A pending criminal proceeding for a crime(s) as defined above; or (c) A refusal to answer such questions; where the following criteria apply: (a) If any of the persons providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and (b) If any of the persons providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Bidders/Proposers that are awarded a contract shall be required to submit a Certification Form and any additional applicable criminal disclosure forms, along with the executed contract. Notwithstanding the above, a Bidder/Proposer may qualify for an exemption from Executive Order 1-2008 if: (i) the County has already conducted a background check and issued a security clearance that is in full force and effect for those persons; or (ii) if another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols

or criteria for this purpose that apply to the subject matter of the agreement that is sought by this RFP and the same is in full force and effect.

QUALIFIED TRANSPORTATION FRINGE PROGRAM

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders/Proposers shall submit the signed statement which is attached hereto as page 1 of Schedule "___". Notwithstanding the above, a Proposer may submit to the Commissioner a Waiver Application in the form attached hereto as page 2 of Schedule "___".

Schedule D: Pricing Template (Costs quotation form)

Number of Employees:	400
Number of Sites:	22

Hardware				Software		Per Server License
Biometric Unit Price	Qty	Handheld Unit Price	Qty	License Price	Qty	Price

Implementation/Training		Recurring Support and Maintenance per Year		
Days	Price per Day	Starting (number of days after live date)	Amount	Covers / Comments

Required Services		
Service Type	Price	Description

Other Costs	
Price	Description