



San Mateo County

**Post-live Technical and Functional Support Services for the ATKS
Application**

Request for Proposal

For the:

Controller
Human Resources
Information Services Department

Date: August, 25, 2009



**REQUEST FOR PROPOSALS
FOR
ATKS Professional Services**

Proposals must be submitted to:

San Mateo County
Information Services Department
Al David, Relationship Manager
455 County Center, 3rd Floor
Redwood City, California 94063

**By 5:00 P.M. PDT
September 25, 2009**

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME.

This Request for Proposals (RFP) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any and/or all ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County.

Government Code Sections 6550 et. seq., the "Public Record Act," defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

The County of San Mateo cannot represent or guarantee that any information submitted in response to this RFP will be confidential. If the County receives a request for any document submitted in response to this request, it will not assert any privileges that may exist on behalf of the person or business entity submitting the proposal. It is the responsibility of the person or business entity submitting the proposal to assert any applicable privileges or reasons why the document should not be produced. The County will attempt in a timely manner to inform the person or business entity that submitted a proposal of the public records request in order to permit the person or business entity to assert any applicable privileges.

REQUEST FOR PROPOSALS
INFOR WORKFORCE MANAGEMENT (ATKS)
PROFESSIONAL SERVICES

RELEASED BY THE
SAN MATEO COUNTY INFORMATION SERVICES DEPARTMENT

1. INTRODUCTION

The County of San Mateo is one of 58 California counties and one of nine counties in the San Francisco Bay Area. The County is located on a peninsula that is flanked by the Pacific Ocean on the west, the San Francisco Bay on the east, the City/County of San Francisco to the north, and the counties of Santa Clara and Santa Cruz to the south.

The County of San Mateo has approximately 5,800 full-time employee (FTE) positions at more than eighty locations with an annual budget of approximately \$1.7 billion. The primary emphasis of the County's employees is on providing health services, human services, criminal justice, and law enforcement services. Additionally, the County provides land use planning and regulation, parks and recreation, public works, libraries, and a wide variety of other services for the residents of the County, including a 510-bed hospital facility.

A five-member elected Board of Supervisors serves as the governing body of the County, establishing policy and exercising legislative authority. A County Manager, appointed by the Board, serves as the chief executive officer of the County and is generally responsible for the County's day-to-day operations.

1.1 Purpose of the Request for Proposal

The County's Information Services Department is seeking to enter into a contingency support contract with a qualified vendor that can provide an **optional** Professional Service solution for the County's Automated Time Keeping System (ATKS) which is based on the Infor/Workbrain Workforce Management. The vendor will provide support to the county on a, as needed, demand basis. The county may choose to use some or none of the support hours. The County's goal for this Professional Services solution engagement is to:

- *Ensure that the ATKS system is maintained in the best possible way*
- *Provide an in-depth technical resource for the ISD staff*
- *Ensure best practices are maintained when updating ATKS to a new version*

1.2 Service Providers

The County welcomes proposals from all qualified service providers. The County may, in its sole discretion, enter into contract with one or more qualified providers, or enter into no agreement at all.

1.3 Contact with County Employees

As of the issuance date of this RFP and continuing until the final date for submission of proposals, all applicants are specifically directed not to hold meetings, conferences or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any applicant found to be acting in any way contrary to this directive shall be disqualified from entering into any contract that may result from this RFP.

1.4 Background

The County's 5,800 users are spread across 26 departments working in more than 80 locations. These locations connect back to one of 4 data centers across a variety of connectivity mediums: optical Ethernet, microwave, T1, frame relay and DSL. Two of the County's departments are on their own network separated from the remainder of the County by firewalls. Users do not currently log into a single directory service. They log into a variety of operating systems, including Active Directory and eDirectory. Users are either individually assigned a desktop or laptop computer or occasionally use a shared device. The predominant end user operating system is Microsoft Windows XP, although there are some Apple Macintosh and some Linux workstations. County users access a broad variety of applications, both web-based and client based, and both internal and external to the County.

In May, 2009, the County completed the implementation and rollout of ATKS, Infor's Workforce Management (WFM) application. The ATKS application was procured from Infor/Workbrain and implemented with the assistance of the Axsium Corporation.

The County is looking to establish an optional support contract commencing approximately in October, 2009 until June 30, 2012.

The County is looking to maintain the ATKS application to latest version available. This statement of work includes upgrading to the latest WFM core version of the application available by September 2009 (currently 5.0.5.1). The upgrade would be managed as a small multi-phased project.

2. SCOPE OF WORK AND SPECIFICATIONS

2.1 Service Requirements

If needed by the County, the Vendor shall:

- Provide post go-live technical and functional support services for the ATKS application (Infor WFM's version 5.0.4.1) currently implemented at the County;
- Upgrade core application to latest version available (at the time of submitting this document, the current version was fix-pack 5.0.5.1) and fix or replace all custom code that may be damaged by this upgrade while leveraging improved functionality, enhancement and utilities available in current Infor WFM platform; and

- Participate in the validation that the performance of the application is not affected by the upgrade.

2.2 Specifications

Vendor shall describe their solution using the criteria laid out in Exhibit A.

3. ADMINISTRATIVE REQUIREMENTS

3.1 Nondiscrimination / Equal Benefits for Domestic Partners / Jury Duty

Selected vendor(s) must comply with the following nondiscrimination employment requirements (which are set out in more detail in the attached sample of the County's standard agreement):

In providing services, the selected contractor(s) must ensure that no person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the agreement. Contractors shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.

All contractors with contracts over \$5,000 must comply with the County Ordinance code with respect to the provision on employee benefits. As set forth in the ordinance, such contractors are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

Contractors shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service.

A copy of the ordinances, a "Quick Reference Guide," and a Contractor's Declaration Form are included in this RFP packet. A completed compliance/declaration form shall be returned with contractors RFP response. **By submitting a proposal, a vendor indicates its agreement to comply with all of the requirements unless otherwise outlined in the materials submitted with the proposal.**

3.2 Assignment of Contract and/or Payment

The contractor shall not without prior written consent of the County: enter into subcontracts; assign,

transfer, convey, sublet, or otherwise dispose of the ensuing contract or any or all of its rights, title or interest therein; or assign, transfer, convey, sublet, or otherwise dispose of power to execute such contract to any person, company, or corporation. The contractor will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the County. All reports and other documents resulting from the ensuing contract will remain the sole property of the County.

3.3 Hold Harmless

Applicant will comply with the Hold Harmless clause found in the County's standard contract:

Contractor shall indemnify and save harmless County, its officers, agents, employee', and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirement of (HIPPA) and all federal regulations promulgated there under, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

4. PROPOSAL SUBMISSION

4.1 General

The submitted proposal shall be used to determine the applicant's capability of rendering the services to be provided. The failure of an applicant to fully comply with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select one or more successful contractor(s) or none at all. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County. The proposal is to include contact information, including principle contacts and officers, main and local business addresses, tax identification number, voice and fax phone numbers, and email address.

4.2 Service Capabilities

The proposal should include the following information:

4.2.1 Service Proposal - Define the scope of work and specific solution and services being offered in your proposal. Your response should address the Scope of Work and Specifications listed in Exhibits A & B of this RFP.

4.2.2 Cost Proposal – Clearly define and identify all costs associated with the solution defined in your proposal, including any initial start-up and/or ongoing costs.

4.2.3 Describe start-up requirements and the lead-time necessary to begin providing services.

4.2.4 Describe your invoicing, remittance, and reconciliation process. Note the County invoicing requirements as specified in Exhibit C.

4.2.5 Describe any additional professional services offerings which may be of value to the County of San Mateo.

4.3 History/Organizational Background

The proposal should describe the applicant company's history, mission, programs, and services; administrative structure; and experience, including length of time, in providing similar services. Please include any past experience with local governments. Describe how this program will fit into your overall organization. Attach an organizational chart of your San Francisco/Bay Area region operation.

4.4 Proof of Insurance

Attach insurance certificates indicating liability insurance coverage of a minimum of \$1,000,000 for each of the following categories: comprehensive general, motor vehicle, and professional; and worker's compensation in the statutory amount. In addition, the vendor must be prepared to comply with the requirement in the County's standard contract to list the County as an additional insured on some of these policies.

4.5 References

Include 3 to 5 references for customers of similar scope and size. Ideally, at least one reference shall be in the San Francisco Bay Area and one reference should be a government agency. At a minimum, the reference list should include the following information:

Company Name
Customer contact – name and title
Phone Number
E-Mail Address
Mailing Address

4.6 Proposal Format

All proposals should be typewritten; have consecutively numbered pages, including any exhibits, charts, or other attachments; and be securely bound.

Proposals shall be organized into the following major sections:

1. Title Page
2. Letter of Transmittal
3. Table of Contents
4. Executive Summary
5. Scope of Services
6. Company Background
7. Client References
8. Cost Proposal
9. Exceptions to the RFP
10. Sample Documents
11. Required Attachments (including the Contractor's Declaration From)

The applicant must sign proposals. An unsigned proposal may be rejected.

Submit one (1) original and five (5) double-sided copies.

Submit proposal in a sealed package. Include the name and address of the applicant on the outside of the package and in a cover letter. Address or deliver proposals to:

San Mateo County
Information Services Department
RFP # ISD1221
Al David, Relationship Manager
455 County Center, 3rd Floor
Redwood City, California 94063

5. PROPOSAL SELECTION PROCESS AND EVALUATION

5.1 Final Filing Date

Proposals must be received by the County by 5:00 P.M. PDT, September 25, 2009.

5.2 Proposal Conference

The County shall hold a Proposal Conference at 1:00 P.M. on September 11, 2009, VIA CONFERENCE CALL. The County shall respond to VERBAL QUESTIONS AT THAT TIME. Attendance at the Proposal Conference is not mandatory but is encouraged.

5.3 Additional Information

If the County determines, at its sole discretion, that additional information is required or desirable beyond that provided in the proposal(s) of any of the applicant(s), County shall invite the applicant(s) to make oral and/or written presentations to the Evaluation Committee.

5.4 Evaluation Committee

An Evaluation Committee selected by the Director of Information Services will evaluate proposals and the qualifications of applicants submitting proposals. The evaluation criteria include, but are not limited to, those listed below in paragraph 5.5, Evaluation Criteria. The Evaluation Committee will submit to the Director of Information Services and appropriate other parties the results of the Committee's evaluation, together with the Committee's recommendations of one or more proposals to be selected by the Director of Information Services.

5.5 Evaluation Criteria

The following criteria will be assessed for each proposal by the Evaluation Committee:

- Applicant's philosophy and values
- Applicant's experience
- Capability and experience of key personnel
- Service description
- Clarity of understanding of the scope of services to be provided
- Sufficiency of staffing proposed to provide the services
- Sufficiency of training and supervision to provide services
- Organizational capacity
- History of successfully providing similar services
- History of successfully managing other contracts with public or private agencies
- Evidence of satisfactory accounting and record keeping
- Cost proposal
- Ability to comply with the County's contract requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County.

(5.6) Vendor Finalist Presentation

The County's Evaluation Team may invite finalist(s) to do a presentation to the Team. Information learned from the presentations may be considered in the final scoring of the proposals.

5.7 Notification

Notification of the announcement of standing will be done by fax transmission and/or by e-mail when the selection process is completed. Please be sure to include all requested contact information.

5.8 Statement of Compliance with County Requirements

The County's standard Contractor Declaration Form, Declaration of Compliance with Section 504 of

the Rehabilitation Act of 1973, and Agreement are attached hereto as Exhibits D, E & F. Each proposal must include a statement of the applicant's commitment and ability to comply with the terms of the County's standard contract, including but not limited to the following:

- The County non-discrimination policy
- The County equal employment opportunity requirements
- County requirements regarding employee benefits
- The County jury duty ordinance
- The hold harmless provision
- County insurance requirements
- All other provisions of the standard contract

In addition, the applicant should include a statement that it will agree to have any disputes regarding any agreement venued in San Mateo County or the Northern District of California.

Applicants must advise County in their proposals of any objections to any terms in the County's contract and provide an explanation for the inability to comply with the required term(s). If no objections are stated, County will assume the applicant is prepared to sign the County contract as-is.

5.9 Contract Negotiation and Inability to Negotiate a Contract

After a vendor has been recommended by the Evaluation Committee and selected by the Director of Information Services, the County and such vendor will negotiate a contract for submission to the County's Board of Supervisors for consideration and possible approval. Sole authority for acceptance of any such agreement lies with the County's Board of Supervisors, and submission of an agreement to the Board of Supervisors is not a guarantee that it will be executed. If a satisfactory contract cannot be negotiated, the County may, in its sole discretion, drop the applicant from consideration.

6. TIMELINE

The following timeline will be followed for this RFP:

1) Release of RFP	Wed	Aug 26, 2009
2) Proposal Conference Call	Fri	Sep 11, 2009
3) Proposal Due Date	Fri	Sep 25, 2009
4) Start Review of Proposals	Mon	Sep 28, 2009
5) Selection of Finalists	Wed	Oct 7, 2009
6) Vendor Finalist presentation	Fri	Oct 16, 2009
7) Selection of Successful Proposal	Fri	Oct 23, 2009
8) Board of Supervisors Approval		To Be Determined
9) Contract Start Date		To Be Determined

7. CONTACT WITH COUNTY EMPLOYEES

Applicants should submit questions or concerns about the process as outlined in Paragraph 5.2, above. The applicant should not otherwise ask any County employees questions about the RFP or related issues, either orally or by written communication.

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND **VENDOR NAME (BOLD CAPS)**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Production Support

If requested by the County of San Mateo, the following functions/areas will be supported via phone/email by Vendor during business hours Monday – Friday (8 AM– 5 PM):

1. Workbrain troubleshooting (based on tickets entered into the County's Service Desk ticketing system, errors identified by County project team members)
2. Basic daily monitoring tasks (e.g., review application logs for errors, check successful run of all scheduled jobs)
3. As requested/required, new installations and/or fixpack applications to existing Workbrain instances (covering the core Workbrain application, the job scheduler, and Cognos reports)
4. Managing tickets in the Workbrain support hub (entering, updating status, coordinating testing or fixes with County project team members, etc.)
5. Design and development of minor system enhancements (e.g., custom alerts, reports, etc.)
6. Recommend and advise on any database or operating system administration tasks required for Workbrain (e.g., archival of tables, restart of system, patch updates, etc.)
7. Collaborate in Year End activities in ATKS:
 - a. Holiday Calendar settings and configurations
8. Support for Forms, e-Advice, and automated password functionality
9. Performance Tuning
10. Advice on upgrades, services packs or updates

It is anticipated that the county will need between 15 – 25 hours of support per month

ATKS Upgrade to latest version

1. The county may request assistance in upgrading ATKS to latest version.
2. The upgrade effort would typically be over a 2-3 month period.

Vendor will provide a central email address and phone number to the County through which issues and questions can be logged and/or discussed.

The following functions/areas will be excluded from Vendor's scope of work:

1. Support coverage outside business hours (Monday – Friday 8 am – 5 pm EST)
2. Database administration
3. Server/Operating System administration
4. Work related to external systems (e.g., modification of interface files from PIPS, StarPro, CAMS, Envision, or other County Systems)

Response Time for Production Support

*The following response times will be observed based on the severity of the issue/request submitted by the County to Vendor. All response times are within business hours Monday through Friday 8 am to 5 pm PT. **The County of San Mateo understands that a support contract will be conducted on a time and materials basis, response times cannot be guaranteed.***

The County of San Mateo must approve all hours before they are used. The County of San Mateo agrees that this approval process will impact Vendor's ability to resolve critical issues in a timely manner.

Severity	Impact	Examples	Response Time
1 - High	Unable to perform core functionality in production and no workarounds exist	Workbrain system unavailable; users unable to login	2 business hours
2 - Medium	Unable to perform core functionality in production but workarounds available	Unable to generate or update forecast/schedules; unable to enter employee availability; HR Refresh import failure	8 business hours
3 - Low	Unable to perform non-essential functionality in production system; maintenance tasks; enhancement requests	Log file display errors; data localization changes; fixpack applications	24 business hours

Note: 'Response Time' indicates the elapsed time between receiving the issue from the County, assigning a Vendor resource to the issue and following-up with the County to indicate that the issue and its severity has been accepted and will be addressed; 'Response Time' does not indicate resolution time.

For larger requests (e.g., exceeding the monthly allotment (20 hours)), additional lead time may be required before a resource can be secured.

Assumptions for Production Support

County Support Assumptions
▪ No deliverables are defined for the production support. ▪ All hours will be billed monthly on a Time and Materials basis. ▪ Project work will be performed in Vendor location ▪ The County will maintain 2 active VPN and user accounts for Vendor to use throughout this support agreement, with administrator access to development and production servers. ▪ Any core-related issues will be escalated by Vendor to Workbrain through the Workbrain Support Hub to be resolved. ▪ Vendor will work with a designated group of County resources on the IT team and/or Help Desk team. The County end users (e.g., Controller, HR, etc.) will continue to log issues through the County's Help Desk ticketing system.

ATKS Upgrade to latest version

This portion of the work will focus on upgrading the ATKS application to version 5.0.5.1 or above. The following is a step-by-step description of the upgrade process, together with descriptions of deliverables and County involvement.

Upgrading to a new version of the Infor WFM application could include new functionality; implementing any new core or custom functionality will be managed as a Change Request.

1. Application Upgrade

Description: This step will focus on performing the Infor WFM application upgrade from Infor WFM version 5.0.4.1 to 5.0.5.1 or above.

County Involvement:

- Prepare a production copy of the current Infor WFM solution (ATKS) and deploy to a development environment
- Coordination of system administrators and supporting infrastructure as necessary
- Direct involvement in performing the system upgrade

Vendor Involvement:

- Run Infor upgrade development scripts against County development environment
- Tune and adjust Infor upgrade scripts as necessary
- Validate and test that hot-fixes provided by Infor during rollout have been included in the latest version
- Document upgrade process as it pertains to the County environment

Deliverables:

- ATKS application upgraded to latest version in DEV
- Document describing ATKS upgrade process

2. Testing

Regression Testing

Description: Conducted by Vendor in the Development environment, the purpose of this phase is to validate that the system continues to perform the documented business requirements after the upgrade.

After completion of the Regression Testing Vendor will execute upgrade against the County TEST environment for the County User Acceptance Testing.

County Involvement:

- Co-ordinate logistics
- Collaborate in execution of test cases
- Assist the project team in triaging issues identified
- Provide sign-off and approval to run Infor upgrade scripts against TEST environment
 - o Only TEST has a similar Load Balancing environment as it is in PROD. This is the reason for executing User Acceptance Testing in TEST
 - o Direct involvement in performing the system upgrade

Vendor Involvement:

- Vendor will lead this phase of the project

- Team will re-use the test cases developed for the original rollout
- Execution of test scenarios, including but not limited to:
 - o Time Entry and approval (only for Weekly Timesheet)
 - o Pay Rules
 - o HR Refresh (Hire, Re-hire, Team, Employee Team, Rate Update, Employee Balance and Shift Pattern updates)
 - o Payroll Processes (including normal payroll and retroactive adjustments (RX/LX), FTP process)
 - o Cognos reports (core and custom)
 - o Pay Period Summary and Supervisor Summary
 - o Alerts (core and custom)
 - o Job Scheduler tasks continue to execute in reasonable time, for example:
 - Holiday assignment, Start of Day, Alerts, etc.
 - o Forms (OT Request, Time-Off request, Payroll Lockouts and Payroll Export)
 - o Other Import/Export Interfaces (PIPS, CAMS, StarPro, Envision, IFAS, etc.)
 - o Self-service password change
 - o e-Advice custom page
- Triage and track issues
- Resolve and deploy fixes
- Document changes to ATKS User Interface (ensure localizations and configurations are documented and agreed with the County)
- Run Infor upgrade scripts against the County Test environment once approved by the County

Deliverables:

- ATKS application upgraded to latest version in TEST
- Document describing ATKS upgrade process and changes to ATKS User Interface and new core functionality

User Acceptance Testing

Description: Conducted by the County (once the upgrade has been deployed in the County TEST environment) and a sample of end users, the purpose of this phase is to validate that the system accurately reflects the documented business requirements after the upgrade.

County Involvement:

- The County will lead this phase of the project
- Identify UAT participants
- Co-ordinate logistics
- Team will re-use the test cases developed for the original rollout
- Execution of test scenarios, including but not limited to:
 - o Time Entry and approval (only for Weekly Timesheet)
 - o Pay Rules
 - o HR Refresh (Hire, Re-hire, Team, Employee Team, Rate Update, Employee Balance and Shift Pattern updates)
 - o Payroll Processes (including normal payroll and retroactive adjustments (RX/LX), FTP process)
 - o Cognos reports (core and custom)
 - o Pay Period Summary and Supervisor Summary
 - o Alerts (core and custom)
 - o Job Scheduler tasks continue to execute in reasonable time, for example:
 - Holiday assignment, Start of Day, Alerts, etc.
 - o Forms (OT Request, Time-Off request, Payroll Lockouts and Payroll Export)
 - o Other Import/Export Interfaces (PIPS, CAMS, StarPro, Envision, IFAS, etc.)

- o Self-service password change
- o E-Advice custom page
- o WorkMail
- Test the upgrade with the Load Balancing equipment used by the County
- Assist the project team in triaging issues identified
- Coordinate and conduct end user communications
- Provide sign-off and approval to run Infor upgrade scripts against PROD environment

Vendor Involvement:

- Triage and track issues
- Resolve and deploy fixes

Deliverables:

- Overall upgrade process and functionality tested and approved by the County.

3. Deployment Planning and Production Preparation

Description: During this phase, the joint County and Vendor project team will develop a plan for the upgrade of the PROD environment to ensure a smooth transition to the new upgraded version (including ATKS new functionality). Production preparation phase ensures that the system is ready for upgrade cutover. This includes ensuring upgrade scripts have been tested, documented and a defined in a checklist listing steps and players responsible.

County Involvement:

- Upgrade training materials, if required
- Lead the planning Production upgrade
- Conduct final end user communications
- Review of upgrade checklist
- Co-ordinate logistics
- Direct involvement in performing the system upgrade
- Monitor application after the upgrade and report issues to Vendor

Vendor Involvement:

- Development of upgrade checklist
- Run Infor upgrade scripts against the County PROD environment once approved by the County
- Monitor application after the upgrade
 - o Triage and track issues
 - o Resolve and deploy fixes
- Transfer knowledge to County technical team to enable them to complete subsequent upgrades

Deliverables:

- ATKS application upgraded to latest version in PROD
- Checklist for upgrade installation

EXHIBIT B – SOLUTION REQUIREMENTS

- ☒ Respond to each of the items in the following section to ensure that the functionality of this solution as proposed and priced in this RFP response is accurately reflected. Use the table below to respond with the following codes in the *Response* column as appropriate. Describe how this solution meets each requirement in the *Description and Comments* column.

QUESTION RESPONSE CODES	
CODI	DESCRIPTION
Y	The standard solution provides this feature or service. This requirement can be demonstrated at an installed client site in general release. Indicate the version number in the comment field.
B	This requirement is currently in beta testing. Indicate beta site and expected general release date in comment field.
D	This requirement is currently under development or is in alpha testing. Indicate expected general release date in the comment field.
N	This requirement is not available.

Note: Where the requirement is only partially satisfied by this solution, specify in the Description and Comments column which parts are satisfied and which parts are not.

FUNCTIONAL AND TECHNICAL REQUIREMENTS		
REQUIREMENT	RESPONSE	DESCRIPTION AND COMMENTS
General Solution Requirements		
1. Describe your approach to providing Ad-Hoc client support		
2. Describe your experience in supporting Infor/Workbrain Applications		
3. Describe your approach in ensuring your staff are technically qualified to support the Workbrain application		
4. Describe your Deployment Planning and Production Preparation processes		
Installation and Implementation		
5. Describe the procedure to test a newer version of the application and migrate it		

FUNCTIONAL AND TECHNICAL REQUIREMENTS		
REQUIREMENT	RESPONSE	DESCRIPTION AND COMMENTS
into production?		
6. Provide an estimate, based upon previous experience, of the implementation resources and time that will be required of the County?		
7. Describe how you jointly approach the User Acceptance Testing phase of Infor Upgrades you have done.		
Administration / Configuration		
8. How is your Professional Services solution administered?		
9. What options are configurable by the administrator?		
10. How long does it take for changes/additions to be available and effective for users, applications, workstations?		
11. Describe the system's error and event monitoring processes.		
Environment		
12. Describe any hardware/software constraints.		
Redundancy / Security		
13. Describe the system's auditing/reporting features that track and report on end user and administrator activity.		
14. Describe how the solution handles application inactivity timeouts.		
Documentation / Training		
15. Describe your documentation process, particularly in the area of new feature documentation		
16. Describe your experience in developing new training material for end users.		
Support / Maintenance / Other		

FUNCTIONAL AND TECHNICAL REQUIREMENTS		
REQUIREMENT	RESPONSE	DESCRIPTION AND COMMENTS
17. Describe the methods of getting assistance from your organization		
18. Describe the hours of coverage		
19. Add anything else that you feel to be germane.		

EXHIBIT C– PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND **VENDOR NAME (BOLD CAPS)**

In consideration of the services provided by Contractor in Exhibit “A”, County shall pay Contractor based on the following fee schedule:

1. SCHEDULE OF CHARGES.

Contractor will invoice on a monthly basis if services were performed during a given month. The County will submit payment within thirty (30) days of receipt of invoice.

In no event shall the total payment for services under this Agreement exceed XXX (\$). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

EXHIBIT D– Contractors Declaration Form

County of San Mateo Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☐ Contractor complies with the County's Equal Benefits Ordinance by:
 - ☐ Offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ Offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
 - ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on ____ (date) and expires on ____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☐ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☐ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
 - ☐ The contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on ____ (date) and expires on ____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date Title

EXHIBIT E– Compliance with Section 504

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The ☐ Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)

other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

EXHIBIT F– CONTRACT TEMPLATE

County Contract Template & Contractor's Declaration Form

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND

[Contractor name]

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
[Contractor name here], hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed [Write out amount], [\$Amount].

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[Last 2 digits of year] through [Month and day], 20[Last 2 digits of year].

This Agreement may be terminated by Contractor, the [Name of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and

all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who is providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

In the case of Contractor, to:

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

[Contractor Name Here]

Contractor's Signature

Date: _____

