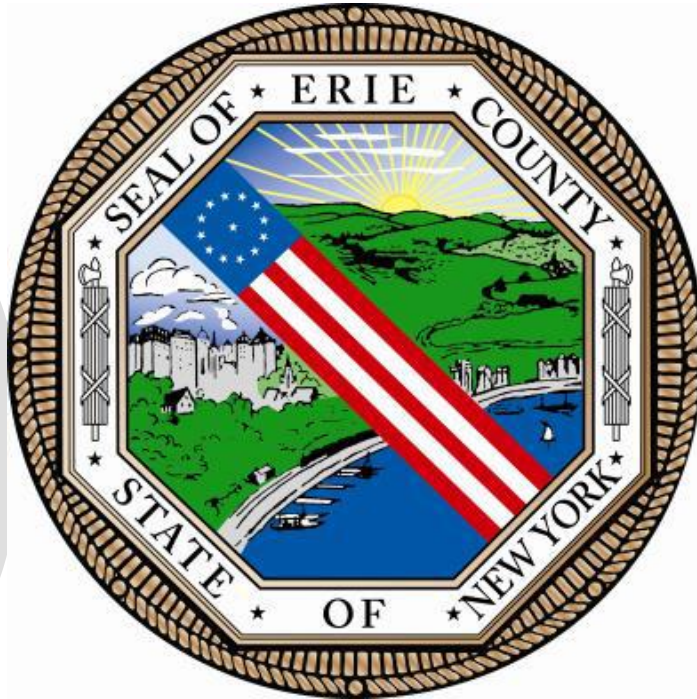


ERIE COUNTY DIVISION OF INFORMATION AND SUPPORT SERVICES
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET, 15TH FLOOR
BUFFALO, NEW YORK 14202



ERIE COUNTY
REQUEST FOR PROPOSAL (RFP)
for Application Support Services (Focus on SAP)

RFP #1935VF
August 8, 2019

All submittals must be received on or before September 19, 2019 at 3:00PM Eastern Standard Time.

The following Request for Proposal (RFP) is numbered consecutively from page 1 to 20. It is the vendor's responsibility to verify the completeness of the document.

The following Request for Proposal covers Application Support Services (Focus on SAP) needed for the County of Erie, all departments located at 95 Franklin Street, Buffalo, New York and all County of Erie extended/remote locations within Erie County and all participants in Erie County's shared service offering.

Vendor must submit two (2) signed originals, each marked as "Original," and one (1) PDF of the completed proposal.

DRAFT

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Request for Proposal – Application Support Services (Focus on SAP)

Submission Instructions

Proposals must be received by 3:00 PM Eastern Standard Time, September 19, 2019. The Division of Information & Support Services will receive proposals. Late proposals will not be accepted. Fax proposals will not be accepted. Proposals must be submitted in a sealed envelope to:

County of Erie
 Division of Information & Support Services
 Attention: Joseph Ippolito
 Assistant Director Application Services
 95 Franklin St., Room 1505
 Buffalo, NY 14202

NOTE: Lower left hand corner of envelope MUST indicate the following:

FOR: Application Support Services (Focus on SAP)

Vendor Name: _____

Vendor Address: _____

Vendor Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

If you are submitting more than one RFP Response, each proposal must be enclosed in a separate envelope. The envelope(s) will be time stamped in reception upon delivery/submission.

Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.

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.

Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.

If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

OVERVIEW

Purpose of Erie County (herein the “County”) Application Support Services

The focus of the application support is SAP Applications. Erie County is embarking on the sixteenth year operating SAP as the core application process for financials, procurement, plant maintenance, human resources and payroll. The County is seeking proposals from qualified vendors who can provide optimum production support for SAP and other County applications to insure that day-to-day operations run effectively, enhancements are implemented as required, and bugs are fixed on a timely basis. In addition, the County also seeks consultation regarding new SAP implementations and other SAP projects that will assist the County in achieving their strategic goals.

The County favors the following model in providing SAP support:

- a) Business Process Engineers — Erie County staff with a technical background assigned to work with Consultant and Business Power Users to configure the system to correctly process data in support of the day-to-day operations of the County
- b) Business Power users — This is in place today and is the end users who are responsible for the business processes that have been developed. Business process stewards, subject matter experts and key users are all synonyms for business power users. This team is expert in integrated business processes; not SAP software. This group will resolve minor issues and reinforce end-user training where required.
- c) IT Help Desk — This is an enterprise technical help desk that acts as a single telephone support interface to capture, log and track all problem requests, and will interface with the Erie County Business Process Engineers and Power Users.
- d) IT Infrastructure — The County operates the SAP infrastructure which consists of IBM S822 AIX servers and a Cisco switched network with EMC storage area network
- e) End Users — Currently about 700 people exercising SAP transactions and another 2000 use Fiori for Employee and Manager Self-Service.
- f) SAP Application Support — Responsible for second-level support of SAP applications, developing and enhancing them, and acting as a knowledge center on SAP products, tools and best practices.
- g) SAP Global Support — Third level support provided by SAP's own organization. SAP Application Support would coordinate all issues and subsequent fixes with SAP Global Support.

While the focus of the application support is, indeed, SAP Applications, the County is **also** seeking production and application support for Hyland OnBase (“OnBase”), the enterprise application the County uses to manage and process many of its documents.

Goals of Erie County

The County is requesting application support for SAP, particularly guidance to expand the functionality appropriately into areas selected by the County Management. There may be times when the County will need support in other areas, such as Oracle, AIX, Microsoft, OnBase, or other applications. The first priority of Application Support Services is to provide additional help to the County with their current SAP landscape. This support function would include second-level support and application problem management; business support for group standards for application configuration, templates and master

data; technical support for Basis and Web Application Server system operation, standards, and performance tuning; technical support of custom programs, and interfaces and reports.

The next priority is development. The Application Support vendor will help coordinate SAP development organization interface; development of new application configuration, modules and templates; new Basis and Web Application Server techniques, such as archiving, workflow, Fiori, Solution Manager and ITSM; development of custom programs and assistance with project rollouts.

Assistant Director Applications Services

Joseph Ippolito, Erie County Division of Information and Support Services
95 Franklin Street, Buffalo, New York 14202
Phone 715-858-4973
Email Joseph.Ippolito@erie.gov

You may obtain this RFP electronically upon request to the Assistant Director Application Services.

Proposer Conference

- a) A proposer's conference, 2 people maximum, is scheduled for September 5, 2019 at 10:00 AM EST.
- b) Please RSVP to Assistant Director Application Services by August 28, 2019 to obtain specific details regarding the proposer conference.
- c) Any vendor who intends to submit a proposal is encouraged to attend the proposer conference.
- d) Proposers are encouraged to submit questions in writing to the Assistant Director Application Services by 2:00PM EST on August 30, 2019.

RFP Response Questions

Final questions for RFP response must be submitted in writing to the Assistant Director Application Services by 4:00PM EST on September 12, 2019.

All questions and answers will be shared via e-mail to all vendors who express the intention to submit a proposal at the proposer conference.

SCOPE OF COUNTY SAP ENVIRONMENT

Overview

- a) The Vendor will be required to provide SAP support, for business processing and technical operating environments. Scope of application support is currently defined by the installed modules of SAP NetWeaver, SAP ERP (EHP8), Fiori, Solution Manger 7.2 and further defined as: Finance (FI), Controlling (CO), Funds Management (FM) Grants Management (GM), Budget Control Systems (BCS), Material Management (MM), Plant Maintenance (PM), Human Resources (HR), and Payroll (PR).
- b) Initial operational considerations (IOC) including but not limited to: approximately 2700 end users of which approximately 350 will operate the system concurrently.
- c) System management control subscribes to a formal change management policy in conjunction with SAP recommended promote-to-production methodology. Server configuration includes: Development, Quality Assurance, and Production systems. Data storage is provided by EMC Extreme IO, data backup and restore functions performed by EMC's Avamar technology.
- d) SAP database and operating system is Oracle 12g and AIX version 7.1.
- e) The term of the Agreement will be for three (3) years, The County may renew the agreement for two more consecutive three-year terms.

- f) Vendors must describe the method and means for resolving SAP trouble calls.
- g) Vendors must describe the method and means for responding to OnBase queries.
- h) Vendors are responsible for submitting a fully disclosed pricing plan clearly defining hourly rate, annual cost by category of resource. Basis for calculation of travel and lodging expense if billed separate from rate.

Erie County Power users

Finance	(FI) Director, Accounting Services
Treasury	(TR) Senior Systems Accountant
Cash Management	(CM) Senior Systems Accountant
Asset Accounting	(AA) Chief of Accounting Services
Controlling	(CO) Budget Analyst
Funds Management	(FM) Budget Analyst
Grants Management	(GM) Sr. Management & Organizational Consultant
Project Systems	(PS) Account Analyst
Budget Control Systems	(BCS) Budget Analyst Budget/Management
Materials Management	(MM) Director of Purchasing
Plant Maintenance	(PM) PM Process Engineer
Human Resources	(HR) HR Process Engineer
Payroll	(PR) Senior Payroll
IT Service Management	(ITSM) Helpdesk Manager

Erie County SAP Support Staff

Basis Support (includes Fiori, ITSM and Solution Manager)	Basis Administrators (2)
Security (includes ITSM and Fiori)	Security Specialist (1)
Application Support (ABAP)	Developers (1)
Business Process Engineer	HR (1), FI (1), PM (1)

Problem Reporting Methods

Erie County Users and Power Users report problems using standard Helpdesk methods employed at Erie County. Requests are typically submitted via email or phone.

Hours of Operation – SAP Application Support Availability

Erie County requires 24x7x365 operation. Erie County’s prime business hours are 7AM-5PM EST, Monday through Friday, excluding holidays. The majority of calls will occur during prime time.

Types of Problems to be handled by Vendor

SAP Application Support will represent themselves as part of Erie County. They are not expected to interpret Erie County policies, nor is this desired. Some general types of questions they are expected to handle include:

- **Functionality:** Users who do not understand how to work the application/equipment.
- **Bug and Outage Reporting:** When the equipment/application is not working correctly or it crashes.

- Resolve Complex Problems: Directly, or represent Erie County with SAP support or development group as required.

Prioritization of Problem Reports

Each problem report should be considered severe. However, the following classifications can be assigned to a particular call by the Erie County Power User:

- a) Priority 1: System down, cannot process critical systems like Payroll, Vendor Payment checks, Budget submission, Financial (month-end) closings, or other critical issues.
- b) Priority 2: Widespread problems affecting either: Multiple users at one or more locations; multiple systems; or multiple users of one system
- c) Priority 3: Single user accessing from work location (must be carefully assessed, as they may be indicative of a more widespread problem.) Single user accessing from their home locations when business-driven deadlines are at hand; for example, the problem has arisen the day before a critical payroll deadline.

Define Process for Problem Escalation

Erie County will provide an escalation contact list. Not meeting target response or resolution times will trigger escalation. Erie County will provide vendor with detailed guidelines for each functional area on:

- a) Prioritizing problems.
- b) County point-of-contact (Power Users) will be identified for each functional area or application.
- c) Back-up staff will be identified for each functional area or application.
- d) Referrals will take the form of e-mail (preferred) or telephone calls, depending on the severity of the problem.

Incident Tracking

- a) Vendor must agree to use Erie County Incident Tracking technology.
- b) Vendor shall provide to the County real-time access to the problem tracking system.
- c) Vendor should provide tools and methodologies to analyze patterns of problem reports documented in the tracking system, for management review at Erie County.
- d) Erie County views incident tracking data as an opportunity to learn from users' problems and improve the service levels. As such, problem reports must contain sufficient detail so as to identify the locations or functions where users are having trouble and bring trends to the attention of County management as soon as possible.

Requirements

The County will evaluate each vendor's proposal based on the "Total Overall Best Value" concept. This means that the proposal(s), which "optimizes quality, cost, and efficiency among the responsible and responsive responders," shall be selected for award. The vendors must meet all of the technical and non-technical mandatory requirements. Factor(s), which are part of the evaluation, are included below.

Mandatory:

- a) Vendor staff must have five at least (5) years of successful experience in configuration and implementation of SAP.
- b) Demonstrated success as liaison with SAP Technical Support Submitting and Managing Online Service System (OSS) Notes from initiation to resolution.

- c) Vendors must have referenceable support skills working in SAP environments the size and complexity of Erie County's installation.
- d) The vendor must have five (5) years of successful documented experience in providing SAP support services to public and/or private sector entities of comparable size and composition to the County. A minimum of three (3) references must be supplied from past/current customers to substantiate past work performance and experience. Preference will be given to firms providing comparable public sector experience.
- e) Evidence of ability to satisfy insurance requirements. Requirement may be satisfied by submission of a certificate of insurance and/or binder.
- f) Employers are required by federal law to verify that all employees are legally entitled to work in the United States. Accordingly, this Issuing Entity reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any service awarded as a result of this solicitation. In accord with such laws, this Issuing Entity does not discriminate against individuals on the basis of national origin or citizenship.
- g) All vendor employees that will come into contact with Erie County will be subject to a background check.
- h) In performance of their duties pursuant to this Agreement, vendor shall fully indemnify and save harmless the County from suits, actions, damages and costs of every name and description relating to personal injury, damage to real or personal tangible or intangible property, or any other claim for direct damages arising as a result of acts or omissions of vendor, their officers, employees, sub vendors, partners or agents.
- i) The vendor shall maintain the security, nondisclosure and confidentiality of all County information.

Preferred:

- a) Currently providing service to public sector clients
- b) Referenceable experience to support County efforts to expand the use of SAP system and business process reengineering to leverage the potential of the enterprise package.
- c) If Vendor selected has previously conducted business with Erie County, and, as such, has assigned long-term personnel resources to County's projects, we would prefer option to continue working with these personnel.

SERVICE TERMS AND CONDITIONS

Vendor Responsibilities

The vendor will be responsible for SAP support, OnBase support services. Said services shall include, but not be limited to:

- a) Services

The vendor shall provide SAP support, OnBase support services, which shall include, but not be limited to, support, development and knowledge as described above. How these services are offered is to be determined by the vendor.

b) Reports

The vendor shall compile service reports for all SAP support activities. For example, problem reports will contain at minimum: call originator, date and time of call, business process impacted, priority assigned, resource assigned, resolution or reference to log of resolution referrals, classification of solution (break/fix, configuration tuning, training, etc.) date and time of resolution, County contact on resolution. The reports shall be supplied to designated County personnel on a monthly basis or upon request. Ad-hoc reporting must also be available. Erie County help desk currently uses Numera Track-It to record trouble calls.

c) Liaise with the County

- Vendor shall designate a representative to liaise with the County in order to provide for the proper performance of their contractual obligations hereunder.
- Attend meetings with County representative in order to assess the contractual relationship, identify and resolve on-going issues and problems, if any.
- Provide the County with at least six (6) month notice of their intent to discontinue support for any hardware and/or software products.
- Cooperate with any other vendor retained by the County.
- The vendor will maintain continuity of the SAP Support Team provided to Erie County throughout the course of the service. Changes in the team staff must be approved by the County.
- A formal service level agreement (“SLA”) will be required and shall include a metric to define a minimum cumulative number of years of Erie County experience.
- At the culmination of the service term, all documentation in hard copy and in electronic format and other documentation which the County offered to the vendor to assist in their efforts and/or which was prepared by the vendor in the course of the performance of their duties hereunder will be turned over to the County within thirty (30) days of service termination.

County Responsibilities

- a) County will assign a management level staff person and alternate to liaise for the County and to act as a primary contact for the vendor. The County contact will respond to all technical and analytical questions from the vendor.
- b) County will provide the vendor team access to documentation and authorized power users, which will assist the vendor in their performance of their duties hereunder.
- c) County will provide the selected vendor with an Escalation Policy listing contacts by Business area, criteria defining scope, severity and duration of problem or service disruption requiring escalation notification.

Termination

The County reserves the right to not award and/or contract or terminate this contract at any time either prior to award or after award as follows:

- a) Awarded, but not contracted. At any time, without cause. In such event, appropriate written notice will be given to the awarded vendor(s).
- b) Post Award. The County may terminate the Contract on ten (10) day notice in writing whenever, in their judgment, such action is in the best interest of the County, by delivering to vendor, a notice of termination specifying the extent to which performance of work under this contract is terminated and the date upon which such termination becomes effective. Upon receipt of the

notice of termination, vendor shall act promptly to minimize the expenses resulting from such termination. The County shall pay Vendor the costs actually incurred up to the effective date of such termination based on contractual rates in effect at such time.

- c) In the event of early termination: The Vendor will be paid for the portion of the services completed and accepted by the County prior to termination based on the total cost/price for that service deliverable.

Billing and Payments

- a) Each payment from the County shall be due thirty (30) days from the invoice date. During this 30-day period the County may audit the invoice submitted by Vendor.
- b) Vendor's invoice shall separately state fees and charges applicable to any requested modifications. Any changes occurring after the 1st of the month shall be applied as of the 1st of the following month.
- c) Any credits due under this Contract, whether from billing adjustments, changes in coverage, price reductions, charge backs, or any other reason, shall be in the form of a credit on the next month billing. Under such circumstances, when the application of credit has no value to the County, such credit shall be paid in cash to the County.

Insurance & Indemnification

- a) Vendor hereby agrees to indemnify and save harmless the County from suits, actions, claims, damages, and costs brought by third parties for damages and costs relating to personal injury or tangible property damage arising out of and to the extent caused by the negligence or wrongful misconduct of Vendor's employees or agent.
- b) Vendor shall carry and document, at the request of the County, Worker's Compensation insurance for all employees engaged in the provision of services under this agreement.
- c) Vendor shall, at their own cost and expense, obtain and maintain in full force and effect, with sound and reputable insurers, during the term of this Agreement and prior to the commencement of work, insurance coverage.
- d) Each such policy shall be documented to the County within five (5) days of the final approval of this Agreement and the County shall receive thirty (30) days advance written notice in the event of cancellation or material change in such policy.

Security and Confidentiality

- a) The Vendor shall at all times comply with all security regulations in effect at the County premises, or any premises assigned, and externally for materials belonging to the County. Vendor and County shall take appropriate action with respect to their employees to insure that the obligations of non-use and non-disclosure of confidential information under this Contract can be fully satisfied.
- b) Vendor shall maintain the confidentiality of County and third party confidential and proprietary information. Unless otherwise specified by County in writing, all information related to County operations, including but not limited to information such as data, programs, program logic, and documentation, disclosed during term of this contract shall be treated as confidential. However, Vendor shall not be required to keep confidential any such confidential material which is publicly available without fault on their part, independently developed by Vendor, disclosed by the County to third parties without similar restrictions, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. Vendor shall require all staff providing service under this contract to sign a written statement binding them not to disclose to and to use it only on the performance of this contract.

- c) Vendor shall release County confidential information only to Vendor employees who have signed a written agreement binding them not to disclose it and to use it only in the performance of this contract. Vendor shall be fully responsible to the County for failure by persons either directly or indirectly employed by it in the performance of services under this contract to maintain confidentiality as required herein.
- d) County will keep in confidence and protect Vendor proprietary information from disclosure to third parties and restrict their use as provided in this agreement. County acknowledges that unauthorized disclosure of proprietary information may cause substantial economic loss to Vendor or their licensors. All materials containing Proprietary Information will be marked by the Vendor with "Proprietary," "Confidential," or in a manner which gives notice of their proprietary nature.
- e) Upon termination or cancellation of any license granted under this agreement, County will destroy (and, in writing, certify destruction) or return to Vendor all copies of the software license which has been terminated or cancelled and any other related proprietary information in County's possession (including proprietary information incorporated on other software or writings).
- f) Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics or blueprints developed by Vendor personnel (alone or jointly with County) in connection with Information Services provided to County will be the exclusive property of the County. Vendor grants to County a perpetual, non-exclusive, royalty-free license to use any of the foregoing in accordance with the terms of this agreement.
- g) County acknowledges that all specified support materials provided by the Vendor, including, without limitation, diagnostic software, are the property of and include proprietary information of Vendor.
- h) County will inform their employees of their obligations under this Section and instruct them so as to ensure such obligations are met.

Contract/Proposal Specifics

- a) The Vendor's Proposal for the On-Going SAP Support Services will be composed and presented in the following format and order:
 1. Proposal Cover Letter signed by authorized representative of the company.
 2. Title Page and Table of Contents: The Proposal must include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
 3. Service Scope Overview.
 4. Work Approach Narrative: The Work Approach Narrative shall describe the methods and means the responder intends to implement for delivery of high quality and reliable services hereunder. Without limiting the generality of the foregoing, responder shall address each item of the Evaluation Criteria and identify:
 - Proposed staff to be assigned to the service including number of technicians, supervisory staff; where staff will be based; software certifications, Industry Standard Band Rating, etc.;
 - SAP Support Services method and means;
 - Proposed service levels (including metrics);

- Transition plan to accomplish a smooth transition from the services provided by the existing partners, County staffed helpdesk, etc.;
- Plan for call escalation, call coverage and response times.

b) Cost Worksheets: The Proposer should follow the following guidelines for all cost information:

1. The Proposer should quote all costs for their Proposal (including fees for licenses, maintenance, support, consultation, training, customization, software installation, etc.) on a single, consolidated set of cost sheets that are clearly identified as “Costs for Proposed Solution.”
2. Structure the worksheets so that the prices of essential items are totaled separately from optional items in the proposed solution.
3. Structure the worksheets so that costs for separate phases of implementation are shown separately (startup costs vs. ongoing costs, support for additional modules, additional users) and all rates are quoted hourly and annually.
4. Quote out-of-scope rates.

c) Exceptions: The Proposer shall clearly describe any and all deviations in their Proposal from the functional requirements stated in this RFP and also describe any enhancements that could be made by the Proposer to satisfy those requirements.

1. General Exceptions. The Proposer shall also clearly state their objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. These proposals must be presented together in a separate document. If the Proposer has no general exceptions to present, this fact should be stated in the Proposal.
2. The County will not consider the submission of the Proposer’s standard software license and maintenance agreements to be a presentation of exceptions. Every exception must be stated as such in the document mentioned above.
3. The proposer shall clearly identify any and all deviations, required product enhancements, and other differences that exist between the proposer's proposal and the requirements of this RFP.

d) Agreements to be incorporated: If the proposer requires that a software license and/or software support agreement be included in the contract, and if the proposer provides source code under an escrow agreement, the proposer should prepare such agreements in accordance with the provisions of this RFP and include them with the proposal.

e) Statement of Qualifications: The Vendor’s Proposal will include resumes for each staff member recommended for this service. The resumes will be referenced to verify that the staff has met the minimum requirements requested. The Vendor will include a Vendor Technical Skill Matrix, as a means of facilitating the evaluation process.

f) RFP completed forms: Submission Instruction form, Non-Collusion Responding Certification & Legal Status form.

1. This Proposal must satisfy all the requirements cited in this RFP. The Proposal is subject to outright rejection from further consideration if the Proposal is unsatisfactory in the judgment of the County.
2. The Contract is targeted to commence upon award, approval by the Erie County Legislature and contract finalization by the County.
3. Work performed beyond the scope of this Contract as defined by this Service Definition without prior approval from the County will not be compensated. Include rates for approved out-of-scope work.
4. Date/Time Warranty
 - Vendor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Vendor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.
 - Where Vendor is providing ongoing services, including but not limited to:
 1. Consulting, integration, code or date conversion.
 2. Maintenance or support services.
 3. Data entry or processing.
 4. Contract administration services (e.g. billing, invoicing, claim processing).Vendor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Vendor's business operations in processing date/time data (including, but not limited to, calculating comparing, and sequencing) various date/time transitions, including leap year calculations. Vendor shall be responsible for damages resulting from any delays, errors or untimely performances resulting there from, including but not limited to the failure or untimely performance of such services.
 - This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Vendor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

EVALUATION and SELECTION

Evaluation Criteria

In order to determine the best value to the County, the proposals' cost and functional components will be evaluated, particularly SAP Production Support and Hyland OnBase Production Support.

The evaluation of the written proposals may require any of the following methods of clarification and validation: telephone, e-mail, mail, etc., correspondence with authorized Vendor representatives.

Selection

- a) A proposal shall be deemed unacceptable if it fails to meet the minimum proposal criteria. Unacceptable proposals will not be evaluated or ranked.
- b) All proposals deemed responsive to the proposal criteria shall be ranked for each named criteria on the score of 1 to 5, with 1 being the lowest and 5 being the highest. The combined

evaluations received for the Functional and Financial components of the proposals for each service area will be totaled to determine the Best Value to the County for each service area. The Best Value Totals for each category will then be totaled to determine the Best Total Value to the County.

c) The County reserves the right to reject all proposals and/or to award all or part of this service.

Material Exceptions

Any exceptions raised during the proposal process will be evaluated to determine if they are “material” changes from the service description. Any exception which would place the vendor raising the exception in a better, more advantageous position than other vendors will be deemed material and the County has the right to ask the responder to either withdraw the exception or the County may reject the proposal.

Schedule of Events

Date	Time	Event
August 8, 2019		RFP made available to Vendors
August 28, 2019	4:00 PM EST	RSVP Proposer Conference to IT Director
August 30, 2019	2:00 PM EST	Pre-Conference Question Due
September 5, 2019	10:00 AM EST	Proposer Conference
September 12, 2019	4:00 PM EST	Last Day for Questions
September 19, 2019	3:00 PM EST	RFP Proposal Due
September 26, 2019	4:00 PM EST	Notification of Recommended Vendor
Fall 2019		Legislative Approval (tentative)
Fall 2019		Contract Finalization

General Instructions to Responders

Please take notice, by submission of a proposal in response to this request for proposals, the proposer 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 Erie 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 proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie 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 Erie, 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 Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie 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 amendments to this RFP;
- To issue additional solicitations for proposals
- 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;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP 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 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
- Proposers **MUST** sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature 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 ERIE COUNTY LEGISLATURE FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a [____ () year] period commencing _____, 20__ and terminating _____, 20__ [The County, in its sole discretion may extend the agreement beyond its initial term for up to _____ () additional ____-year periods at the same prices and conditions]

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 “B”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

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

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be

available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.]

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 Erie, 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 proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers 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.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers 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 et seq., 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.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

Legal Status

To facilitate correct drawing and execution of contract, responder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE-STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE ___ ZIP _____

Check one: CORPORATION PARTNERSHIP INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE ___ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE "A"

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 Erie 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 Erie for the required services. The undersigned agrees and understands that the County of Erie 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 Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and the Office of the County Attorney.

It is understood and agreed that the County of Erie 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 Erie 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 Erie 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 "B"
STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/05)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I Insured Name Address Zip Phone No.	III Companies Affording Coverages
	A
	B
	C
II Issuing Agency Address Zip Phone No.	D

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Company Letter - from III above	Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
	1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
	2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
	3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
	5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200	Date Issued	_____
	Auth. Representative	_____
	Firm name & address	_____

FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							INCLUDE
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liab.	\$1,000,000 see note below	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.
 ** Snow removal contracts require evidence of broad form property damage.
 *** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
 **** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

DRAFT