



COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

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Request for Proposal (RFP) #23P3-001

FOR

**Software and Implementation Services for a Human Capital Management (HCM)
Software Systems Environment**

Optional Pre-Proposal Web Conference	11:00 AM, Pacific time, September 27, 2023 (Reach out to <u>Contact Person</u> to receive access link)
Question Deadline	5:00 PM; Pacific time, October 6, 2023 Submit questions by email to Contact Person
Submittal Deadline	5:00 PM, Pacific Time, December 01, 2023 Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 rd Floor, Room 330 Santa Cruz, CA 95060
Contact Person	Shauna M. Soldate, Senior Buyer Email Shauna.Soldate@santacruzcounty.us Phone (831) 454-2526 Fax (831) 454-2710

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SECTION I. INVITATION

The County of Santa Cruz invites sealed proposals for Software and Implementation Services for a Human Capital Management (HCM) Software Systems Environment from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide Software and Implementation Services for a Human Capital Management (HCM) Software Systems Environment for the County of Santa Cruz.

Established in 1850 as one of the state's original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is "holy cross" in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California, yet it has one of the largest unincorporated area populations. The 2020 estimated population for the County of Santa Cruz by the U.S. Census Bureau was 270,861. The County encompasses an urban service area of 440 square miles.

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes and implementing technology to enhance existing business processes performed by the County departments. The County is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the County seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
 - Enhance operational effectiveness by making more timely, accurate, and complete information available to the County personnel
 - Robust reporting capabilities, including but not limited to ad hoc reporting, executive reporting, and configurable reports
 - Enhance ability to handle the County's personnel budget process, Personnel Action Forms, employee information including but not limited to certifications, leaves, and hours worked
 - Increase productivity by eliminating redundancy and unnecessary tasks
- Primary Challenges in the Current Environment
 - The reconciliation of County employee schedule to hours charged each quarter requires a third-party system. The County allocates the reconciled hours each quarter to grant claims and expenditures.
 - To update personnel budget information, the County must manually review documents from payroll and negotiated MOUs to help ensure information is valid and calculated correctly.
 - The current system lacks key reporting capabilities, making it challenging to monitor metrics, the County currently relies on other tracking methods, including custom in-house reporting or MS Excel spreadsheets.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

a. The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
BOS Approval	09/12/23
Advertise RFP - Sentinel (2 dates, 1 week apart)	09/12/23 09/19/23
Release RFP	09/12/23
Optional Pre-Proposal Web Conference	09/27/23
Question Deadline	10/06/23
Dissemination of Answers	10/13/23
Deadline for Submittals	12/01/23
Shortlisted Vendors Notified	Week of 01/08/24
Pre-Demonstration Web-Conference	Week of 01/15/24
Vendor Demonstrations	Week of 02/05/24
Tentative Award	February 2024
Contract Negotiation	February-March 2024
Board Approval of Contract	April 2024

b. Optional Pre-Proposal Web Conference

Proposers may attend the Optional Pre-Proposal Web Conference on **Tuesday, September 27, 2023, at 11:00 AM Pacific Time (PDT)**. To receive a link to the Optional Pre-Proposal Web Conference, vendor must contact Shauna.Soldate@santacruzcounty.us by **5:00 PM on September 26, 2023** to receive an invitation link. No minutes will be recorded.

During the Pre-Proposal Web Conference, County representatives will attempt to answer questions that can be immediately answered; however, verbal responses made at the Pre-Proposal Web Conference will be non-binding on County. To formalize, Proposer must submit questions in writing to the Buyer following the Pre-Proposal Web Conference. The Buyer will disseminate written questions and answers in the form of an addendum.

2.4 Submission of Proposal

- a. Respondent shall submit one (1) hardcopy sets signed in blue ink and marked "ORIGINAL" and one (1) electronic copy (USB drive) of the completed proposal as specified herein.
- b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #23P3-001**, addressed to:

GSD - Purchasing Division
Attn: Shauna Soldate
701 Ocean Street, Room 330
Santa Cruz, CA 95060

- c. The deadline to submit proposals is **December 01, 2023, at 5:00 PM Pacific Time.**

2.5 Public Opening of Proposals

There will be NO public opening for this RFP. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **December 01, 2023, at 5:00 PM Pacific Time.** Respondent will be solely responsible for the timely delivery of his Proposal. Proposals will not be accepted after the deadline will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9 On Site Inspection

On site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit B.

2.11 References

Respondent shall complete and submit Attachment 1, Tab 11 – Customer References with Proposal.

The County reserves the right to check any or all references:

- a) Necessary to assess a prospective Respondent's past performance;
- b) Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
- c) Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.12 Proposal Evaluation Criteria

The following subsection outlines the intended proposal evaluation process the County has identified. The County reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Proposer, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the County deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) award this project in whole or in part to a proposer other than the highest scoring proposer based on the determination of the best overall value and/or fit for the County, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. The County may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Vendor Shortlist:** The County Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of the County. The evaluation criteria described in will be the basis for evaluation. The Evaluation Committee will determine the Proposers best suited to meet the needs of the County based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** The County, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Vendor Shortlist, or any other Proposer. Demonstrations may be conducted at the County offices or via web conference, subject to then-current public health guidance. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration vendor web conference will take place for those Vendors that have been shortlisted, and Proposers will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. The web conference will take place during the week of **February 05, 2024**. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Proposers. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional County staff may also be in attendance to observe and provide informal feedback.
- c. **Reference Checks:** The County may employ a process of contacting references provided through Proposers' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The County reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.

- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the County. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the County’s best interest.

Clarification and Discussion of Proposals

The County may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. The County reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the County Evaluation Committee, which will best serve the County business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to the County staff on dates specified in Section 2.3 or as otherwise requested by the County if selected for system demonstrations. Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The County reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

Evaluation Criteria

As described in the preceding Evaluation process sub-section, the County intends to follow a cumulative approach to scoring based on key evaluation activities (e.g., scoring is conducted in a progressive manner, following various steps in the process). The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the County:

Short-List Identification: The County intends to utilize the criteria presented in the table below following the Evaluation Team’s review of Proposals.

Short-List Identification Criteria

Criteria	Description	Points
Functionality	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The proposer’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution. The ability for the proposed software to integrate with the County systems environment. 	35
Technical	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> Alignment of the proposed software to the County’s preferred technical specifications. The proposer’s written response to each Potential Interface. The level of integration among proposed functional areas. 	15

Criteria	Description	Points
Approach	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The described approach to implement an enterprise system to achieve the County’s goals and objectives. • The alignment of the proposed implementation timeline to the County’s desired timeline. • The distribution of implementation tasks among the County and proposer teams. • The proposed resources hours among the County and proposer teams. • The proposer’s approach to key implementation tasks including but not limited to data conversion, testing, and training. • The proposer’s planned ongoing support and maintenance services. 	25
Proposer Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The proposer’s experience delivering the services requested in the RFP. • The proposer’s experience with similar implementations for comparable organizations. • The proposer’s experience deploying comparable interfaces to the County’s related applications. 	15
Proposed Staff Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The experience of named staff delivering services requested in the RFP. • The experience of named staff with similar implementations for comparable organizations. • The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. 	5
Local Vendor Preference	<p>A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108.</p>	5
	Total Points Available for Short-list Evaluation	100

Finalists Identification: The County intends to utilize the criteria presented in the table below following the demonstrations by Short-List proposers.

Finalist Identification Criteria

Criteria	Description	Points
Functionality Demonstrated	This criterion considers new information learned through proposer demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	15
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of proposer demonstrations as well as other sessions.	5
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of proposer demonstrations as well as other sessions.	5
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as part of proposer demonstrations as well as other sessions.	5
	Total Points Available for Finalist Evaluation	30

Preferred Vendor Identification: The County intends to utilize the criteria presented in the table below following the completion of reference checks and any site visit.

Preferred Vendor Identification Criteria

Criteria	Description	Points
Reference Feedback	This criterion considers the feedback received from references related to the proposer's performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing proposer performance with support and maintenance.	20
Comparable References	This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g., City/town/village), comparable scope, similar software version, and deployment model.	10
	Total Points Available for Preferred Vendor Evaluation	30

Cost Point Allocation: The County will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing in the evaluation process as may determined by the Evaluation Team. The County reserves the right to review cost proposals at any stage in the process to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Cost Point Criteria

Criteria	Description	Points
Cost	<p>This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.</p> <p>In evaluating cost, the County may evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. the County reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Proposer’s resource estimates as a basis for their calculations.</p>	40
	Total Maximum Points Available	200

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first term of the contract. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index (CPI) for the San Francisco, Oakland and Hayward, CA area for the twelve (12) months preceding the agreement’s expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 Reservations

County reserves the right to do the following at any time:

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
- G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;

- H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
- I. Accept all or a portion of a Respondent's proposal;
- J. Negotiate with any or no Respondents; and
- K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.

2.15 Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19 Respondent Responsibility and Performance

- A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
- B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
- C. Failure to comply with the RFP requirements provided herein could result in disqualification.
- D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.
- E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
- F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent Qualifications

Respondent shall provide the following information/documentation in Attachment 1, Tab 1 as indicated including reference to the applicable RFP paragraph number.

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a

- brief statement of company background including years in business and experience of support staff in Attachment 1, Tab 1.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Attachment 1, Tab 11 – Customer References.
 - C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
 - D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals. Respondent may also provide any other information deemed appropriate.

2.21 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or their designee.
- B. Addenda will be posted on the [General Services Department website](#). If/when necessary, the Buyer will email addenda to all known Respondents of record.
- C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or their designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.

2.22 Proprietary Information

Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protests and Appeals Procedures

Refer to Exhibit C – Protest and Appeals Procedures.

2.24 Local Vendor Preference

County of Santa Cruz will give a local business a local vendor preference of five (5) points toward a grand total 200 point criteria scale, the local vendor preference points will only be awarded in the short-list vendor evaluation round. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must request from, complete, and return the Locally Operated Business Preference Affidavit of Eligibility form to the Purchasing Division of the General Services Department County of Santa Cruz within 3 days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor the five points.

SECTION 3. STATEMENT OF WORK, SPECIFICATIONS

3.1 Scope

The County reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the County reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP.

Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Proposers may submit alternate Proposals for evaluation.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of the County they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the County to accurately evaluate each Proposal independent of the other.

Partnerships:

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor.
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Proposers of Subsets of Functionality:

As part of this process, the County will not be allowing Proposers to submit point solutions (best of breed).

3.2 General Requirements

Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	Personnel Budget	11	Benefit Administration
2	Project Accounting and Grant Management	12	Performance Reviews and Learning Management
3	Applicant Tracking	13	Time and Attendance
4	HR and Personnel Management	14	Payroll

The List of Functional and Technical Requirements/Capabilities contained in **Attachment 2 – Functional and Technical Requirements/Capabilities** contains the detailed functionality the County requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

The following table contains functional statistics of the County. These statistics are estimates and are provided for planning purposes only.

Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	Personnel Budgeting	
	<p>Budget Process: The County’s Risk Management begins personnel budget projections from the negotiated memoranda of understanding (MOUs), including benefits, cost of living adjustment (COLA), and using other external data (i.e., Social Security, California Public Employees’ Retirement System (CalPERS)). The resulting report shows all positions by department. Each department receives a report of its personnel with salary and benefits for total compensation, including vacancies. Personnel budgeting is a manual process, as some employee differentials apply to positions instead of people. The departments review and validate the report, update positions, add new positions, and balance to the approved positions in the budget.</p> <p>The County Administrative Office (CAO) approves departments’ updated budget reports. This becomes the budgeted number of approved positions for departments for the fiscal year. Departments track mid-year changes.</p>	
	Operating Budget	\$1,079 Million

No.	Functional Area/Metric	Statistic
2	Project Accounting and Grant Management	
	Number of Active Grants/Projects	Approx: 2,511
3	Human Resources and Personnel Management, Benefit Administration, Applicant Tracking	
	Total Full-time Equivalent (FTE)	2,686
	Total Employees from Special Districts	Approx: 500
	Total Seasonal or Temporary Employees	FY 22-23: 1,218
	Number of Full-Time Employees (exempt)	FY 22-23: 586
	Number of Full-Time Employees (non-exempt)	FY 22-23: 2,480
	Number of Recruitments per Year	FY 22-23: 493
	Number of Applicants per Year	FY 22-23: 9,158
	Number of Retirements Processed per Year	FY 22-23: 66
	Number of Personnel Transactions	FY 22-23: 6,639
	Number of Differential and Special Pays	225 differentials and special pays, including longevity, bilingual, incentives, bonuses, shift differentials, and other types of incentives negotiated by MOU.
	Bargaining Units/Unions	11
	Benefit Plans	<ul style="list-style-type: none"> • Medical Insurance with CalPERS • Dental • Vision • Cafeteria Plan • Basic Life Insurance • Voluntary life insurance (elective) • Deferred compensation (elective) • Dependent care (elective) • Flexible spending (elective) • Long-term disability (elective)
	Number of Workers Compensation Claims per Year	293
Open Enrollment Period	September 18, 2023 – October 13, 2023	

No.	Functional Area/Metric	Statistic
4	Time and Attendance	
	Departments using time clocks (current list)	1
	Number of employees to use time clocks (future)	County to determine in the future
	Departments to use scheduling functionality (future)	County to determine in the future
5	Payroll	
	Number of W2's per Year	3,300 W-2s plus 500 for special districts
	Pay Frequency	Biweekly
	Number of Employees Paid per Cycle (average)	2,700 county employees and 500 special district employees
Useful Links		
<ul style="list-style-type: none"> • Annual Comprehensive Financial Reports 2021-22: https://www.co.santa-cruz.ca.us/Portals/0/County/auditor/acfr_2022/Santa%20Cruz%20County%20ACFR%20FY22.pdf • 2022-2023 Adopted Budget: https://sccounty01.co.santa-cruz.ca.us/AuditorBudget/2022-2023/2022-2023%20Adopted%20Budget%20County%20of%20Santa%20Cruz.pdf • County Job Opportunities: https://jobapscloud.com/SCRUZ/default.asp • County Employee Benefits: https://www.co.santa-cruz.ca.us/Departments/Personnel/BenefitPackages.aspx 		

County Project Staffing

The County intends to have functional and technical resources available during Project implementation, though it is noted that the County does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the County. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for the County in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the County during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the County during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Proposer(s).

Proposers shall clearly indicate in the proposal responses the estimated level of the County resource involvement in the implementation process, in order to allow the County to perform

adequate planning. The County will utilize the response to Proposers' Resource Hour Estimates in Tab 3 – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the County develops, and requests that Proposers clearly articulate estimated staffing considerations in their responses.

Deployment Model

The County is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The County wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The County recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. The County has a strong preference toward a Software as a Service (SaaS) deployment model, but also recognizes that the scope of this opportunity may result in the award to two or more proposers to address all functionality and the County wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by the County. As such, the County is open to considering all deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. The County will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at the County, perpetual licenses)
- b. Software as a Service (SaaS or subscription-based models)
- c. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)

Cost sheets have been provided under **Attachment 3 – Cost Worksheets** for pricing each of the deployment models.

This solicitation will not follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment 1, Tab 2) and cost proposal (Attachment 3) the deployment model for each proposed software product.

The County does not have a preference as to a specific hosting location, but does have a requirement that the hosting must be within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 8 to proposal responses (please see Attachment 1 for further instruction).

Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**.

- **Departmental (Core/Power) Users:** This category of users includes those the County staff that will interact with the system modules on a regular basis and conduct core business processes within the system as power users. Such generic examples include, but are not limited to: Payroll Clerk, Financial Analyst, System Support Specialist, etc.
- **Customer Department Users:** This category of users includes those County staff that will interact with the system modules as internal customers by either initiating transactions (e.g., entering a payment or entering a requisition), reviewing/approving transactions (e.g., reviewing leave requests, reviewing requisitions entered by a subordinate), or consuming information (e.g., reviewing departmental budget).

Number of Users

Functional Area	Departmental (Core/Power) Users	Customer Department Users
Financial Modules, including: <ul style="list-style-type: none"> • Project Accounting and Grant Management 	40	437
Human Capital Management, including: <ul style="list-style-type: none"> • Applicant Tracking • HR and Personnel Management • Benefit Administration • Learning and Performance Management • Time and Attendance • Payroll • Compensation 	75	200
<p>It is anticipated that some users will use multiple modules, causing overlap in each functional area. The counts are broken down by functional area to allow Proposers to formulate responses based on each. The County estimates that:</p> <ol style="list-style-type: none"> The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view content) using a named-seat basis may be around 50 The total number of regular daily concurrent users to be around 50 (unnamed license seats – in other words, how many people are expected to be accessing the system/module at the same time. This is in contrast to named users who have dedicated licenses tied to a unique login/user ID) The County anticipates that all employees (up to 3,500 during peak seasons) would have access to self-service portal functionality 		

Potential Phasing and Target Live Dates

The County requests that offerors provide potential phase start and target go-live dates in proposal responses per **Attachment 1 – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The County anticipates that implementation activities would begin in March 2024. The County would like to target March 2025 as a potential go-live date for the human resources and payroll modules. The County follows a July 1 – June 30 fiscal year, and open enrollment occurs in mid-September to mid-October.

Current Applications Environment

The County has been using SCCPayroll, eTimeCard, EZ Payroll, and Time Keep for HCM functions.

Current ERP Functions			
1	Project Accounting and Grant Management	6	Payroll
2	Personnel Budget	7	Time and Attendance (Sheriff)
3	HR and Personnel Management	8	Time and Attendance (Fire)
4	Learning and Performance Management	9	Time and Attendance (General Government)
5	Benefits Administration		

Other Major Applications

The County's financial management system is Finance Enterprise (FE). A new HCM system would need to interface with FE, as the County intends to keep this system. There are a variety of other HCM-related applications in use in the County that provide capability and functionality in specialized areas. Many of these applications are listed in the table below. **Identification of any potential future system interfaces is provided in Attachment 2 to this RFP.**

Additional Software Applications		
No.	Application	Use/Summary
1	NeoGov	Employee learning and performance tracking
2	Time Study Buddy	Time allocation related to grants
3	JobAps	Recruiting and job postings
4	WinCAMS	Time tracking
5	PrintTech	Printing checks
6	WorkBench	Time allocation for grants

The County operates one data center. The County uses VM servers running on HPE BL460C Gen9 and Gen10. The operating systems are VMware vCenter Server 7.0.3.00600, VMware ESXi 7.0.3.19482537, MS Windows Server 2012R2, and MS Windows Server 2019 Standard.

The County created SCCPayroll for HCM and payroll processing. SCCPayroll completes most of the major processes during several evening jobs. A website named SCCPayroll handles payroll, personnel, and risk management tasks. GnuPGP encrypts vendor files.

WinSCP sends files using SFTP, and iTextSharp converts text to PDF. SCCPayroll creates journal entries payroll information to CentralSquare, the FE system. The County hosts CentralSquare.

eTimeCard is a locally developed web application for employees to enter hours and other coding on to their timecards. Employees enter timecards and submit. Supervisors and department staff review, approve or reject, and send to SCCPayroll for processing, or back to the employee for corrections.

ISD employees import timecard data from a locally developed web application, TimeKeep. The ISD payroll clerk has a special tool for validating this import.

Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Proposers as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide the County with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes
 - Scope Management Processes
 - Schedule Management Processes
 - Risk Management Processes
 - Quality Management Approach
 - Communication Management Approach
 - Organizational Change Management Approach
 - Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in **Attachment 1 – Proposal Response Forms**, Tab 3, attached to this RFP.

Budget

The County is committed to funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process). The County does not have an established budget in place for this project, but intends to use the proposals received through this process to inform the budget development process. The County has performed initial, high-level estimations, for the acquisition of either an on-premise or cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the cost and payment differences between deployment models, a final budget will be programmed based on the results of this RFP and final contract negotiations.

The County is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the County shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the County deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

Software Upgrades

The County shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the County so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

Performance Review

The Contractor may be required to meet with the County's Project Manager not less than once per quarter to conduct a performance review of the Contractor. These meetings will be either in person at the County offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract with an initial five (5) year term with the option to extend for five(5) one (1)-year extensions.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit D – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
 1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
 2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.
- b. Principal Test:

Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.

c. Secondary Factors:

(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
 1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Such data shall be provided in a machine-readable format as agreed-upon by the parties. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 5. Proposal Response Format

Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments 1, 2, and Exhibits A-E any Exhibits/Attachments)	“(Proposer Name)” Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment 2 – Functional and Technical Requirements	“(Proposer Name)” Proposal Response to Attachment 2”	To be submitted in Microsoft Excel format, in addition to above PDF format
Price Proposal (Inclusive of Attachments 3 and 4, Proposer’s Standard Travel and Expense Policy, and any Appendices)	“(Proposer Name)” Price Proposal	All files combined into one (1) searchable Adobe PDF
Attachment 3 – Cost Worksheets	“(Proposer Name)” Proposal Response to Attachment 3”	To be submitted in Microsoft Excel format, in addition to above PDF format

Confidential Information: Proposers shall clearly mark any information or graphics that are considered to be confidential as such within Proposal submissions. Any such designation as confidential shall be specific as to the portions of the proposal deemed confidential by the proposer, and not the entire Proposal response.

Technical Proposal Organization Guidelines

Proposers are instructed to insert the completed Tab forms (**Attachment 1 – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **the County expects that Proposers will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Proposal responses.

Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction
Tab 2	Software Solution
Tab 3	Project Approach and Implementation Methodology
Tab 4	Key Proposed Personnel and Team Organization
Tab 5	Project Schedule
Tab 6	System and Application Architecture
Tab 7	Data Conversion Plan

Proposal Tab No.	Technical Proposal Section
Tab 8	Security and Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Requirements Response

Content for Tabs 1 – 14

1. Tabs 1 – 13

- i. Attachment 1 – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment 1 – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment 1 – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Proposers are directed to **Attachment 1 – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 13).

2. Attachment 2: Tab 14

- i. **Attachment 2 – Functional and Technical Requirements/Capabilities** is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Proposer’s response as detailed in Attachment 2 – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are to provide Attachment 2 in both Excel format, and also in PDF format appended to the responses to Attachment 1 Tabs 1-13.

3. Proposal Supplements

- i. Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal.

4. Price Proposal

The Proposer's Price Proposal shall consist of two sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment 3 – Cost Worksheets**. Proposers shall not modify the worksheets in any way.
2. A narrative description of the proposed costs in response to **Attachment 4 – Cost Narrative**, including:
 - The Proposer's pricing as provided in proposer's standard quoting/pricing format.
 - The Proposer's standard travel and expense policy.

Standard Definitions

Standard definitions for minority/women/disabled business enterprise for the purposes of Santa Cruz County Contract Compliance Procedures shall be as follows:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
 - A. At least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
 - B. Its management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
 - A. At least 51 percent of the small business concern is owned by one or more women; and
 - B. Its management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
 - A. At least 51 percent of the small business concern is owned by one or more disabled persons; and
 - B. Its management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

Exhibit B
Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

Signature of Authorized Representative

Name of Bidder (Firm, Corp., Individual)

Title of Authorized Representative

Exhibit C

Insurance Requirements

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Respondent shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- i. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the RESPONDENT'S performance under the terms of this Permit, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of RESPONDENT and third persons.
- ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to RESPONDENT and RESPONDENT'S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

RESPONDENT, at its sole cost and expense, for the full term of this Permit (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of RESPONDENT'S insurance coverage and shall not contribute to it. If RESPONDENT normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Permit, that greater amount shall become the minimum required amount of insurance for purposes of this Permit. Therefore, RESPONDENT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Permit. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If RESPONDENT utilizes one or more subcontractors in the performance of this Permit, RESPONDENT shall obtain and maintain RESPONDENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of RESPONDENT in this Permit, unless RESPONDENT and COUNTY unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits

- a. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Respondent has no employees and certifies to that fact.
- b. Automobile Liability Insurance for each of Respondent's vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Respondent's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Respondent does not drive a vehicle in conjunction with any part of the performance of Permit and Respondent and County both certify to that fact.
- c. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

- d. Professional Liability Insurance in the minimum amount, to be determined by Respondent and County as applicable, combined single limit.
 - e. Cyber Insurance in an amount not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private information; alteration of electronic information; extortion; and network security.
2. Other Insurance Provisions
- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
 - b. If any insurance coverage required in Permit is provided on a "Claims Made" rather than "Occurrence" form, Respondent agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Permit (hereinafter "post Permit coverage") and any extensions thereof. Respondent may maintain the required post Permit coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Permit coverage being both available and reasonably affordable in relation to the coverage provided during the term of Permit. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Permit in order to purchase prior acts or tail coverage for post Permit coverage shall be deemed to be reasonable.
 - c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Respondent, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.
 - d. All required policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to the permitting department.

Should Respondent fail to obtain such an endorsement to any policy required hereunder, Respondent shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Permit
 - e. Respondent agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Permit with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.
 - f. Respondent hereby grants to County a waiver of any right of subrogation which any insurer of said Respondent may acquire against the County by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Exhibit D
Protest and Appeals Procedures

1. Protests to the General Services Director

Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

2. Decision of the General Services Director

Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$100,000), then the General Services Director's decision shall be final.

3. Protests and Appeals to the Board of Supervisors

- (a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
- (b) Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. Time Limits for Filing Protests and Appeals to the Board of Supervisors

Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. Content of Protest and Appeal; Stay of Award

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.

6. Protest and Appeal Procedure

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
- (c) Hearing. At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

Signature

Print Name

Date

Exhibit E

LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY

Please review County Code Section 2.37.108 "Local Business Preference". Complete all areas below. Incomplete forms will be rejected. Submit completed form by email, mail or in person to the above address.

- 1) LEGAL NAME OF BUSINESS: _____
Mailing address: _____
Physical address (if different): _____

- 2) Month/year this business was established in Santa Cruz County:
- 3) Business license issued by an incorporated city within Santa Cruz County:
Business license #: _____ Issued by: _____
- 4) For transactions that require sales tax, provide the following reseller information:
Reseller's permit #: _____
Company name and address as it appears on the reseller's permit:

- 1) Does this business have more than one (1) physical location in California?
Yes ___ No ___
If yes, please specify the physical location considered the point-of-sale for sales tax purposes:
- 6) Does this business have at least one (1) physical location staffed by at least one (1) full-time employee or owner/operator located in Santa Cruz County?
Yes ___ No ___
Address

- 7) In the most recent tax year, was this business required to pay any or all of the following:
Income taxes? Yes ___ No ___
Payroll taxes? Yes ___ No ___
Sales tax? Yes ___ No ___
Property taxes for property located in Santa Cruz County? Yes ___ No ___

- 8) Is the local business delinquent in the payment of any taxes, charges or assessments owed to Santa Cruz County or to an incorporated city within Santa Cruz County?
Yes ___ No ___

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County of Santa Cruz in an attempt to qualify for a local preference shall be prohibited from bidding on Santa Cruz County projects for a period of three (3) years.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

Attachment 1 Proposal Response Forms



Attachment 1 – Proposal Forms

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #23P3-001. Complete the following requirements in your response:

1. Respondent/Primary Contact

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes _____ No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

Attachment 2 Functional and Technical Requirements

Santa Cruz County
Functional and Technical Requirements

Potential Data Conversions									
Req #	Data Conversion Object	Source	Quantity of Data Available	Quantity of Data Needed in New System	County Criticality	Vendor Response	Cost to Convert	Vendor's Standard Conversion Scope (Please define standard scope of conversions for the objects identified)	Vendor Comments
DC-1	Employee Master	In-house Payroll application, MS SQL database	# Active's # Terminated Employee # Retired employees	All Employee information in current system includes Master data (1/25)	Critical				
DC-2	Employee File Information - annual summary (with EOY balance information pay, deductions, accruals, pay rate, etc.)	In-house Payroll application, MS SQL database	# Active's # Terminated Employee # Retired employees	All Employee information in current system includes data (1/25)	Critical				
DC-3	Employee File - pay period information summary (general register, accruals, DOH, PERS Benefit Status) current year plus 7 years history	In-house Payroll application, MS SQL database	# Active's # Terminated Employee # Retired employees	All Employee information in current system, plus 7 years history	Critical				
DC-4	Employee File - pay period information summary (general register, accruals, DOH, PERS Benefit Status) prior to 7 years history	In-house Payroll application, MS SQL database	# Active's # Terminated Employee # Retired employees	All Employee information in current system, prior to 7 years history	Desired				
DC-5	Employee Accumulators (for W-2 reporting)	In-house Payroll application, MS SQL database	Terminated Employee Retired employees	Current year by quarter (if other than Jan 1 go live)	Critical				
DC-6	Time and Attendance, Accrual, and Leave Data (Current and Prior Year)	In-house Payroll and eTimecard applications, MS SQL databases	Current year and Prior Year Active Records	All Active	Critical				
DC-7	Time and Attendance, Accrual, and Leave Data History	In-house Payroll and eTimecard applications, MS SQL databases	History	All Active	Desired				
DC-8	Employee Accrual Balances and use History	In-house Payroll application, MS SQL database	Current and 1 Prior Year Active and Inactive Records at go live	All annual comp, etc. active/inactive	Critical				
DC-9	Employee EEO Status	In-house Payroll application, MS SQL database	All Employee information in current system	All employee information in current system	Critical				
DC-10	Employee Pay/Classification History	In-house Payroll application, MS SQL database	All Employee information in current system	All Employee information in current system	Critical				
DC-11	Employee Position Control History	In-house Payroll application, MS SQL database	All employee position information in current system	All employee position information in current system	Critical				
DC-12	Position Control History	In-house Payroll application, MS SQL database	All position history information (including position name changes, start and dates, etc.)	All position history information (including position name changes, start and end dates, etc.)	Critical				
DC-13	Employee Seniority History	In-house Payroll application, MS SQL database	All employee information in current system	All employee information in current system	Critical				
DC-14	Employee Deductions (Current Year)	In-house Payroll application, MS SQL database	Current year	All Active/inactive for current year	Critical				
DC-15	Employee Deduction History	In-house Payroll application, MS SQL database	History	All Active / inactive	Desired				
DC-16	Benefit Enrollment and ACA (Current Year)	In-house Payroll application, MS SQL database	# Active's # Terminated Employee # Retired employees	All active/inactive employee records for current year	Critical				
DC-17	Benefit Enrollment and ACA History	In-house Payroll application, MS SQL database	# Active's # Terminated Employee # Retired employees	All Active/inactive	Desired				
DC-18	Employee Dependents (Current)	In-house Payroll application, MS SQL database	Current Year Active Records	All Active/inactive Current Year	Critical				
DC-19	Employee Dependents (Prior Year)	In-house Payroll application, MS SQL database	Prior Year Active Records	All Active Prior Year Records	Desired				

Attachment 3 Cost Worksheet



Santa Cruz County Hosted Cost Worksheet		
<p>Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a County-hosted application. The pricing should be based on the detailed functionality that the County requires for each functional area. All additional costs should be captured in the respective areas.</p> <p>Vendors are responsible for completing all fields highlighted in yellow where applicable, and reviewing totals prior to submission.</p>		
One-Time Costs		
Professional Services and Hardware Costs		
	Costs	Vendor Notes (optional)
Professional Service Costs		
Project Management		
Training Costs		
Software Customization Costs (Detail to be contained in response to applicable requirements in Attachment 2)		
Data Conversion Costs (Detail to be contained in Attachment 2 - Data Conversion)		
Interface Costs (Detail to be contained in Attachment 2 - Interfaces)		
Third-Party Hardware Costs		
Third-Party Services Costs (Detail to be contained in Attachment 2)		
Other (Specify in Vendor Notes)		
Other (Specify in Vendor Notes)		
Other (Specify in Vendor Notes)		
Total One-Time Costs (Before Discount)	\$0.00	
Amount Discounted (\$)		
Server and other Hardware Costs		
Server database licenses (OS, SQL, licenses, etc.)		
Additional Environments		
Additional Databases		
Total Discounted One-Time Costs	\$0.00	
	Costs	Vendor Notes (optional)
Estimated Travel Costs (not to exceed basis)		
One-Time Licensing Costs		
Vendor Comments on Licensing Costs		
	Costs	Vendor Notes (optional)
One-Time Licensing Costs (Primary Software)		
One-Time Licensing Costs (Third-Party Software)		
One-Time Licensing Costs (Third-Party Software)		
Total One-Time Licensing Costs	\$0.00	
Amount Discounted (\$)		
Total Discounted One-Time Licensing Costs	\$0.00	
Other In-Scope Costs		
	Cost	Notes
Anticipated Future Upgrade Costs and Frequency Over 10-year Horizon (Licensing)		
Anticipated Future Upgrade Costs and Frequency Over 10-year Horizon (Services)		
Anticipated Future Upgrade Costs and Frequency Over 10-year Horizon (Other)		
Other: (Please describe)		
Recurring Software Maintenance Costs		
Vendor Comments on Software Maintenance Costs		
Year 1 Maintenance Costs		
(Year 1 = Commences at the date of contract signing. The County requests that Year 1 maintenance fees be waived until go-live of the system. If Year 1 fees are waived, please include the actual costs in rows 68-81, and discount at 100% in row 80)		
	Cost	Vendor Comments
Annual Maintenance - Year 1		
Custom Modification Maintenance - Year 1 (if applicable)		

Access Click Document Here to

Attachment 4 Cost Narrative



Attachment 4 – Cost Narrative

Proposer is instructed to complete and submit the Price Proposal under separate cover as identified herein. Proposer to use the following subheader format as provided below.

I. PART I: COST WORKSHEETS

Proposer to submit and complete the Cost Worksheets as contained in **Attachment 3**. Proposer shall not modify the worksheets in any way. The County understands that there will be potentially four primary types of costs associated with procuring a new system: software licensing, implementation services, annual maintenance costs, and annual subscription costs.

The below statements are provided to further guide the Proposer on how to fill out the cost worksheets.

- a. **Software Licensing Cost:** Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the Proposer shall:
 - Explain all factors that could affect licensing fees in the Vendor Notes field of **Attachment 3**.
 - To the extent possible, the Proposer shall show any applicable discounts separately from the price for products and Services.
- b. **Implementation Services Cost:** Implementation service costs typically include all costs related to professional services (including general implementation, project management, configuration, and other professional services), data conversion, customization, and training. It is important to note the following:
 - In the event the product or service is provided at no additional cost, the item should be noted as "No charge."
 - In the event the product or service is not being included in the Proposal, the item should be noted as "No bid."
 - Proposer shall make clear the basis of calculation for all fees and costs.
 - All estimated travel expenses and related out-of-pocket costs must be included as a separate line item in **Attachment 3** on a not-to-exceed basis. The County shall not be liable for additional travel costs or out-of-pocket costs incurred for any reason outside the County's control. Travel expenses will be paid as incurred on a monthly basis.
- c. **Annual Maintenance Cost:** Annual maintenance costs include the annual maintenance and support fees for the application environment. **The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first**