

*Humboldt County RFP No. HR2020-101
Payroll, Time, and Attendance Services*



**DEPARTMENT OF HUMAN RESOURCES
COUNTY OF HUMBOLDT**

825 5th Street, Room 100, Eureka, CA 95501-1153

Telephone (707) 476-2349 Fax (707) 445-785

jclark@co.humboldt.ca.us

COUNTY OF HUMBOLDT

**REQUEST FOR PROPOSALS – NO. HR2020- 101
PAYROLL, TIME AND ATTENDANCE SERVICES**



**Request for Proposal (RFP)
 Cover Page**
 Dept. of Human Resources
 County of Humboldt, Eureka, CA

COUNTY AGENCY

Human Resources

RFP NUMBER

HR2020- 101

RFP TITLE

PAYROLL, TIME AND ATTENDANCE SERVICES

PURPOSE

The purpose of this document is to provide interested parties with information which enables them the preparation and submission of a proposal for Payroll/Time and Attendance services for use by the County of Humboldt.

DEADLINE FOR RFP SUBMISSION

DEADLINE FOR PROPOSALS TO BE RECEIVED

February 14, 2020

5:00 P.M. Pacific Standard Time

ORIGINAL PROPOSALS ONLY

LATE, FAXED, EMAILED OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO THIS ADDRESS

HUMBOLDT COUNTY HUMAN RESOURCES
 HUMBOLDT COUNTY COURTHOUSE
 825 FIFTH STREET, ROOM 100
 EUREKA, CA 95501

SPECIAL INSTRUCTIONS

- Label the lower left corner of your sealed submittal package with the RFP number**
- Submit one original with Nine additional copies of proposal with required forms**

DIRECT ALL INQUIRES TO

NAME [Jeremy Michael Clark, Ph.D.](#)

TITLE [Project Manager](#)

PHONE # [707-476-2423](#)

FAX # [707-445-7285](#)

EMAIL jclark@co.humboldt.ca.us

WEB SITE <https://humboldt.gov/bids.aspx>

DATE RFP ISSUED: January 30, 2020

**REQUEST FOR PROPOSALS – NO. HR2020-100 PAYROLL
AND TIME AND ATTENDANCE SERVICES**

TABLE OF CONTENTS

Table of Contents

1.2 Abbreviations:5

2.0 INTRODUCTION:5

2.2 Overview of the Proposal Process:6

3.0 SCOPE OF SERVICES:6

3.1 Technology Approach/Parameters:6

4.0 SUBMITTAL INSTRUCTIONS7

5.0 SCHEDULE OF EVENTS:8

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:9

6.1 Withdrawal of Submitted Proposals:9

6.2 Proposal Modification:9

6.3 Proposer Investigations:9

6.4 Expenses Incurred in Preparing Proposals:10

6.5 Right of County to Reject Proposals:10

6.6 Public Records and Trade Secrets:10

6.7 Conflict of Interest:10

7.0 REQUIRED CONTENT OF PROPOSALS:11

7.2 Cover Letter:11

7.3 RFP Signature Affidavit:12

7.4 Proposal Table of Contents:12

7.5 Proposer’s Qualifications:12

7.6 Qualifications of Team:12

7.7 Proposed Solution, General Overview.....13

7.8 Implementation Approach:13

7.9 Ongoing Maintenance and Support:13

7.10 Cost Proposal/Pricing Matrix:14

7.11 Experience and References:14

7.12 Evidence of Insurability and Business Licenses:14

7.13 Exceptions, Objections and Requested Changes:.....15

7.14 Required Attachments:.....15

8.0 EVALUATION CRITERIA AND SELECTION PROCESS:15

9.0 CONTRACT DEVELOPMENT:16

9.2 Contractual Requirements:17

10.0 MODIFICATION AND CORRECTION:18

10.2 RFP Addenda:18

11.0 CANCELLATION OF THE RFP PROCESS:18

ATTACHMENTS:

- Attachment A – Core Solution Requirements
- Attachment B – Additional Solution Requirements
- Attachment C – Pricing Matrix
- Attachment D – RFP Signature Affidavit
- Attachment E - Software Services Agreement

**REQUEST FOR PROPOSALS – NO. HR2020-101
TIME, PAYROLL AND ATTENDANCE SERVICES**

1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment to, or modification of, this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California.
- C. **Software Services Agreement.** As used herein, the term “Software Services Agreement” or “Agreement” refers to the contract regarding the provision of Time, Payroll and Attendance/HCM software and services between the County and the Successful Proposer(s).
- D. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide payroll and time and attendance services for specified pricing terms.
- E. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- F. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to any individual, agency, firm or business having a contract with a governmental body to furnish services for agreed-upon pricing.

1.2 Abbreviations:

- A. **PST.** As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- B. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposal.
- C. **HCM.** As used herein, the abbreviation “HCM” refers to Human Capital Management

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt is inviting proposals from qualified firms to provide and implement a Payroll, Time and Attendance/Human Capital Management system. The County seeks a qualified firm (Proposer) with the experience, expertise, and

qualifications to provide a fully integrated, proven state-of-the-art solution. The County will be looking to partner with the selected firm to provide the associated software services to complete implementation.

Humboldt County is located in northern California, spanning an area of 2.3 million acres, and is the gateway to the Pacific Northwest. It is bordered by Del Norte County to the north, Mendocino County to the south, the Pacific Ocean to the west, and Trinity County to the east. The County seat of Humboldt County, the City of Eureka, is located approximately 260 miles north of San Francisco.

The County employs approximately 2,350 employees in a wide variety of professions including law enforcement and probation, social work, public and mental health, building inspection, public works and general administration. The County serves approximately 140,000 citizens. County employees work within 21 departments or agencies of the County. The County is governed by an elected five-member Board of Supervisors. A County Administrative Officer is appointed by, and reports to, the Board. Organizational units of the County are under the direction of elected officials or appointed department/agency heads.

The County is interested in a single solution which supports the functionality identified below:

- Payroll
- Time and Attendance

In addition to solutions that address the primary needs described above, the County of Humboldt will also consider solutions more comprehensive in scope and may be bundled with the core functions above. Additional solutions are described in detail in **Attachment B** and may include: Personnel Actions, Employee Master File, Pay Administration, Reporting and Analysis, Employee Self-Service, Workflow, Position Control, and Leave Administration.

2.2 Overview of the Proposal Process:

Each Proposer may submit a Proposal for the provision of Payroll/Time and Attendance software and services. It is vital that Proposers demonstrate experience working with California based public-sector organizations whose total number of employees exceed 2000.

3.0 SCOPE OF SERVICES:

All Proposers will be held strictly to the requirements, standards and protocols set forth in this RFP. Such requirements, standards and protocols will be incorporated into the final Software Services Agreement(s) between the County and the Successful Proposer(s). A sample Software Services Agreement is attached hereto as **Attachment E**.

3.1 Technology Approach/Parameters:

The County will consider possible Time, Payroll and Attendance/HCM solutions and software service delivery models with the following stipulations:

- A. The County is interested in Software as a Service (SaaS), Managed Services, or On-Premise Services software delivery models. The Software Services Agreement will be modified to match the delivery model of the successful Proposer.
- B. Firms that can provide more than one software delivery model for a solution are welcome to propose each different model with its respective solution.
- C. Firms that own more than one solution, are welcome to propose each solution which meets the RFP requirements. However, the County will only consider one integrator proposal per solution approach.
- D. The County's principal interest is in the provision of time, payroll and attendance services.
- E. The County will consider expanded offerings such as HCM software should such products provide demonstrable value and ability to streamline existing organizational processes as they concern payroll.
- F. The County is not interested in replacing OneSolution, the current financial system of record.
- G. Proposers must submit separate proposals for each software delivery model/solution/integrator pairing.
- H. The awarded firm must implement critical interfaces with existing current County technological infrastructure and external service providers.
- I. The proposed solution must interface with OneSolution, My CalPERS, NEOGOV, Mass Mutual, and other County systems.
- J. The proposed solution must demonstrate an ability to integrate and respond to the requirements associated with multiple Memoranda of Understanding (MOU) with County labor groups which may be found at <https://humboldt.gov/2494/Personnel-Documents>.

4 SUBMITTAL INSTRUCTIONS

4.0 Your submittal package shall include the following:

- **Nine (9) printed copies** of your proposal
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media.
- **One (1) electronic copy of the pricing proposal (Attachment C).** This information is to be submitted separately and not included within the printed copies or the general electronic copy of your proposal.

4.1 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

4.2 Proposals must be submitted ONLY to:

County of Humboldt
County Administrative Office
Attn: Purchasing
825 5th St
Eureka, CA 95501

4.3 The County of Humboldt shall not be responsible for proposals delivered to a person or location other than that specified herein.

4.4 Late submittals shall not be accepted or considered.

4.5 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

4.6 All submittals, whether selected or rejected, shall become the property of Humboldt County and will not be returned.

4.7 The County reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.

4.8 All costs associated with proposal preparation shall be borne by the offeror.

4.9 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

4.10 In accordance with the Humboldt County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Purchasing Manager. The protest shall be submitted in writing to the County Administrative Office within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County's best estimate of the schedule that shall be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. PST.

The County hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustment to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
Release of RFP:	February 28, 2020
Deadline for Submission of Questions:	3 Weeks Later
Deadline for Responses to Questions:	10 Days Later
Deadline for Proposals to be Received:	2 Days Later
Completion of the RFP Evaluation and Selection Process:	30 Days Later
Recommendation of Award to County Board of Supervisors:	3 Weeks Later
Finalization of the Software Services Agreement(s):	1 Week Later
Start Date of the Software Services Agreement(s):	Upon Execution of Agreement

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal(s) at any time prior to the date and time specified for Proposal submission by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. The Proposer must retrieve the entire sealed submission package in person. Proposals will become the County’s property after the submission deadline has passed.

6.2 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal(s) must withdraw its initial Proposal(s) as required by this RFP. All handwritten modifications must be made in ink and properly initialed by Proposer’s authorized representative. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the designated deadline for submission of Proposals in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline has passed.

6.3 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to provide payroll and time and attendance services set forth in this RFP and the sample Software Services Agreement attached hereto. In addition,

each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposer(s) from its obligation to comply with all standards and requirements set forth in this RFP and the sample Software Services Agreement attached hereto. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.4 Expenses Incurred in Preparing Proposals:

The County shall not pay any costs or expenses, resulting from or associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of any Proposal(s). Such expenses are to be borne exclusively by the Proposer.

6.5 Right of County to Reject Proposals:

The County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

6.6 Public Records and Trade Secrets:

All proposals and materials submitted in response to this RFP shall become the County's property and are subject to disclosure under the Public Records Act, Government Sections 6250, *et seq.*

This RFP and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend the County in any action brought to disclose such information. By submitting such information, the Proposer agrees that the County's failure to contact the Proposer prior to the release of such proprietary information will not be a basis for liability by the County or any employee thereof.

6.7 Conflict of Interest:

By submitting a Proposal(s) in response to this RFP, the Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to solicit or assist in procuring the final Software Services Agreement(s) resulting from this RFP process, nor that any such person will be employed in the performance of such final Software Services Agreement(s) without immediate divulgence of such fact to the County.

7.0 **REQUIRED CONTENT OF PROPOSALS:**

7.1 **General Instructions and Information:**

- A. **Content Requirements.** In order for Proposals to be considered for award by the County, all of the following conditions must be satisfied:
1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments, including, without limitation, a signed and completed **RFP Signature Affidavit, Attachment D.**
 2. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Brochure*” will not be considered an acceptable response.
 3. Proposals shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
 4. All information, statements, letters and other documentation and attachments required by this RFP must be included in the original Proposal and each copy thereof.
- B. **Formatting Requirements.** In order to be considered for award by the County, Proposals shall follow the format outlined herein. Failure to follow the format set forth in this RFP may result in rejection of the Proposal. Each Proposal shall consist of the following sections:
- 1.0 Cover Letter
 - 2.0 RFP Signature Affidavit
 - 3.0 Table of Contents
 - 4.0 Proposer’s Qualifications
 - 5.0 Qualifications of Team
 - 6.0 Proposed Solution
 - 7.0 Response to System Requirements
 - 8.0 Implementation Approach
 - 9.0 Ongoing Maintenance and Support
 - 10.0 Cost Proposal/Pricing Matrix
 - 11.0 Experience and References
 - 12.0 Evidence of Insurability and Business Licenses
 - 13.0 Exceptions, Objections and Requested Changes

7.2 **Cover Letter:**

- Title of this RFP
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.

The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

- **Specifics Pertaining to Proposed Solution:**

Indicate very clearly in your Cover Letter which service delivery model you are proposing (SaaS, Managed Services, or On Premise), the name and version of the Time and Attendance/Payroll system software proposed, and the integrator proposed (if applicable).

Include with your cover letter a specific statement or letter from the software provider that they are supporting your response to this Humboldt County RFP.

7.3 RFP Signature Affidavit:

Each Proposal must contain a signed and completed RFP Signature Affidavit which is attached to this RFP (Attachment D). The RFP Signature Affidavit must be signed by an authorized representative of the Proposer's company. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law, including, without limitation, termination of any Software Services Agreement(s) resulting therefrom. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

7.4 Proposal Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0-13.0 in the order listed herein and any subsections thereof with sequential page numbers.

7.5 Proposer's Qualifications:

Describe the firm and provide a statement of the firm's qualifications for performing requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years. Company Overview.

7.6 Qualifications of Team: Provide a project organization chart highlighting the key staff who will be assigned to the project. Provide a brief summary of the qualifications and experience of each team member who will be assigned to this project, including length of service with the firm and résumé. Provide the qualifications and experience of any sub consultant staff on your project team and include their résumés. Include an organization chart of the staff who will be assigned to the project and the designated project manager/lead for each section. Clearly identify the

responsibilities of each team member.

7.7 Proposed Solution, General Overview – Provide a brief solution overview identifying the proposed service delivery model, origin of system, release history, current release being proposed, and number of current operational installations for the proposed software solution.

- A. Provide a detailed narrative description of how you will support the core requirements of payroll, time and attendance (Attachment A – Core Requirements) and any proposed solutions more comprehensive in scope that may be bundled with these core functions as detailed in **Attachment B – Additional Solution Requirements**.
- B. If proposing an on-premises solution, provide hardware and database specifications for the new system. Not applicable for Managed Service or SaaS solutions.
- C. Identify any additional recommended functionality or services.

7.8 Implementation Approach:

- A. Identify the proposed implementation approach clearly identifying each phase, the timeline proposed, roles, and responsibilities to be performed by the Proposer and those to be performed by the County. The information addressed should include, but not be limited to:
 - Describe your project management methodology.
 - Provide a detailed Microsoft Project work plan (GANNT) based on your experience in implementing similar projects for similar sized agencies. The work plan should identify the timeline, major tasks, activities, dates, durations, dependencies, resources, deliverables, and milestones.
 - Provide a list of any applicable assumptions and considerations made as part of your work plan development.
 - Describe the roles and responsibilities of County staff during implementation and provide an estimated level of effort.
- B. Describe your training methodology and how you will ensure users are prepared to use the proposed solution.
- C. Describe your approach to integration with other software systems and your process to maintain these integrations over time.

7.9 Ongoing Maintenance and Support:

- A. Address the following items in a concise manner:
 - Describe ongoing support services, including help desk processes and procedures, support hours (in Pacific Standard Time), escalation procedures, and response time commitments.
 - Describe the frequency that application patches and releases have been made available within the past two (2) years.

- Identify if there are solution user groups and/or user conferences.
 - Provide a copy of the proposed Service Level Agreements (SLAs).
- B. Software Licensing and Maintenance Agreements – Provide any and all software licensing and maintenance agreements that the County will be required to sign to implement the Proposer’s solution.

7.10 Cost Proposal/Pricing Matrix:

Provide a clear and comprehensive understanding of all costs associated with the proposed system, either an on-premises solution, Managed Services solution, or a SaaS solution. Proposer must itemize all costs associated with both the implementation and ongoing maintenance. The County will evaluate proposals based on the “Total Cost to Operate (TCO)” which includes the Total Cost to Implement plus five (5) years of annual maintenance fees.

Cost Proposals must identify all costs required to complete a successful implementation to including, but not limited to:

- Licensing and Maintenance Costs
- Services
 - Project Management
 - Implementation, installation and configuration
 - Conversion
 - Interface development
 - Training and Documentation
 - Post-Implementation support
 - Travel/Other Reimbursable Expenses

Pricing shall be submitted using the spreadsheet (MS Excel) provided in **Attachment C – Pricing Matrix**. The County will evaluate pricing based solely on the information provided in **Attachment C**, which includes space for proposers to identify any assumptions or comments that will enable the County understands what is being proposed.

NOTE: Cost “estimates” will not be accepted. Proposals which include “estimates” will be rejected as non-responsive. All pricing must be firm and identify any assumptions and/or constraints the vendor needs to make in order to determine their pricing. Pricing shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

7.11 Experience and References:

Provide a summary of the firm's experience in providing these services. Provide a minimum of three public sector references for related projects of similar size and complexity which have been completed within the last five years. Include dates, contact person with current phone number, and a brief description of the project. Include information about the project's total cost, quantity and nature of change orders, and project schedule/duration.

7.12 Evidence of Insurability and Business Licenses:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Software Services Agreement attached hereto. Upon award of a Software Services Agreement(s) the Successful Proposer(s) will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until a Software Services Agreement(s) has been awarded.

7.13 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms and conditions of this RFP and the sample Software Services Agreement attached hereto. All exceptions, objections or requested changes to any portion of this RFP or the sample Software Services Agreement attached hereto (or any exhibits of the agreement) shall be clearly stated and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP or the sample Software Services Agreement attached hereto.

7.14 Required Attachments:

In order to be considered for award by the County, Proposals must contain each of the following attachments within the proposal as detailed in Section 7.1(b). Failure to prepare or attach such attachments may result in the rejection of the Proposal.

- **Attachment A – Core Requirements**
- **Attachment B – Additional Solution Requirements**
- **Attachment C – Cost Proposal/Pricing Matrix**
- **Attachment D – RFP Signature Affidavit**
- **Attachment E – Software Services Agreement**

8.0 EVALUATION CRITERIA AND SELECTION PROCESS:

After the Proposals are received and opened by the County, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory provision of payroll and time and attendance services set forth in this RFP. The County may also investigate qualifications of each Proposer to whom an award of a final Software Services Agreement is contemplated. In doing so, the County may request clarifications of Proposals directly from one or more Proposers. A committee comprised of County of Humboldt department heads (or designees) will be responsible for the evaluation of proposals and the selection of a vendor. Said committee will include the following departments:

- Auditor-Controller
- County Administrative Office
- Information Technology
- Department of Health and Human Services

- Human Resources
- Planning and Building
- Sheriff
- Treasurer Tax-Collector
- Assessor

In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Company Qualification/References – 25 Points:** The Proposer’s communicated and demonstrated ability to provide services equivalent to those set forth in this RFP in accordance with the requirements, specifications and standards contained herein and the sample Software Services Agreement attached hereto.
- **Ability of Proposed Solution to Meet County Needs – 40 Points:** The Proposed solution’s ability to meet the County’s needs as described in this RFP.
- **Overall Cost of Services – 25 Points:** The Proposer’s ability to provide Services equivalent to those set forth in this RFP in a cost-efficient manner.
- **Commencement of Services – 10 Points:** The Proposer’s ability to start providing Services equivalent to those set forth in this RFP by the date currently scheduled as the start date of any Software Services Agreements resulting from this RFP process.

The evaluation, review and selection process set forth herein is designed to award Software Services Agreements to Proposers with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of Software Services Agreements, if made by the County, will be based upon a total review and evaluation of each Proposal and the projected costs associated therewith. All contacts made with the County during the evaluation and selection process shall be through the Humboldt County Department of Human Resources (see Section 10.0 of this RFP for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in disqualification of the Proposal(s).

The County reserves the right, at its sole discretion, to request clarifications of Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the Proposal(s). Discussions shall be limited to specific sections of the Proposal(s) identified by the County and shall be held after all Proposals have been reviewed. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer regarding this RFP process.

Following the conclusion of the evaluation and selection process, the RFP Evaluation Committee will present the evaluation results to the County Board of Supervisors for review and approval. County staff will notify each Proposer of the acceptance or rejection of their Proposal(s).

9.0 CONTRACT DEVELOPMENT:

9.1 Award of Software Services Agreement(s):

The Successful Proposer(s) will be awarded a Software Services Agreement(s) with the County. The term of the Software Services Agreement(s) for the provision of the payroll/HCM software and services set forth in this RFP shall commence upon execution and shall continue for a period of five (5) years. The final Software Services Agreement shall be substantially similar to the sample Software Services Agreement attached hereto and will be subject to approval by the Humboldt County Counsel, Risk Manager and Board of Supervisors.

The County hereby reserves the right to negotiate the terms and conditions of the Software Services Agreement(s) for the provision of payroll and time and attendance services with one (1) or more Proposers. Proposers shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by a Proposer's failure to participate in good faith negotiations may lead to rejection of the Proposal(s). No Proposal(s) shall be binding upon the County until a final Software Services Agreement(s) is signed by duly authorized representatives of both the Successful Proposer(s) and the County. In the event mutual agreement cannot be reached, negotiations with the second ranking Proposer(s) shall commence.

If the County determines, after the completion of the contract negotiation process, to award an agreement(s), a Software Services Agreement(s) shall be sent to the Successful Proposer(s) for signature. The County hereby reserves the right to award a Software Services Agreement to a Proposer that present a Proposal which, in the sole judgment of the County, best serve the interests thereof.

9.2 Contractual Requirements:

Upon award of a Software Services Agreement(s), the Successful Proposer(s) will be expected to meet County contracting requirements, including, without limitation, all of the following:

A. Compliance with Anti-Discrimination Laws. In connection with the execution of any Software Services Agreements resulting from this RFP process, the Successful Proposer(s) will be required to abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and Title 41 of the Code of Federal Regulations Part 60; and any other applicable local, state and/or federal laws and regulations.

B. Indemnification Requirements. The Successful Proposer(s) will be required to

abide by the indemnification requirements detailed in **Attachment E – Software Services Agreement**.

- C. **Assignment.** Any Software Services Agreements resulting from this RFP process, and any amendments or supplements thereto, shall not be assignable by the Successful Proposer(s) without County’s consent.
- D. **Jurisdiction and Venue.** Any Software Services Agreements resulting from this RFP shall be governed in all respects by the laws of the State of California. Any disputes regarding such Software Services Agreements shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

10.0 MODIFICATION AND CORRECTION:

10.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements, specifications and conditions set forth in this RFP. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County. Such requests for clarification or correction should be directed to:

COUNTY: Humboldt County Department of Human Resources
Attention: Jeremy Michael Clark, Ph.D.
Project Manager
825 Fifth Street, Room 110
Eureka, California 95501

Requests for clarification or correction and any other questions pertaining to this RFP must be received by February 21, 2020. All responses to such requests for clarification or correction and written questions received by County will be posted on the County’s website (<https://humboldt.gov/bids.aspx>) on or before February 21, 2020. Proposers shall be responsible for checking the County’s website for updates.

10.2 RFP Addenda:

Any modifications to this RFP shall be made and distributed by written addendum and will be posted on the County’s website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated in the Proposal. The Addenda Cover Sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County and shall in no way modify this RFP or the obligations of the County or any Proposers.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Software Services Agreement(s). If the County determines that cancellation is in the best interest of the County for any reason, including, without limitation, the following: the services are no longer required; the Proposals received are at an unreasonable cost; the Proposals received did not independently arrive in open competition, were collusive, or were not submitted in good faith; or the County determines, after review and evaluation of each Proposal, that the need can be satisfied through an alternative method.

The County hereby reserves the right to reject any and all Proposals received in response to this RFP process. This RFP does not commit the County to award a final Software Services Agreement(s) for the provision of the payroll and time and attendance services set forth herein, or to pay any costs incurred in the preparation of any Proposals received in response to this RFP process.