

County of McHenry Request for Proposal

RFP # 15-107

Provide Payroll Services to the County of McHenry

November 24, 2015

This Request for Proposal (RFP) is for the purpose of contracting with a qualified firm to provide for processing and recording employee regular earnings and all supplemental earnings in accordance with federal, state and local laws and regulations (both current and as amended).

All requirements are as per specifications enclosed herein.

The payroll system shall allow entry and retrieval of payroll and personnel data by PC's via a CD-ROM, a modem, e-mail or internet connection.

The payroll system must be able to support employees working in a variety of programs, departments and financially assisted activities in differed physical locations.

The County of McHenry employs approximately 1200 individuals. Employees are paid on a biweekly basis. During Fiscal Year 2015 approximately 60,000 payroll checks and direct deposit vouchers were generated.

This is a multi-year contract with the base year starting – April 1, 2016 through November 30, 2016; Option year 2 December 1, 2016 through November 30, 2017.

GENERAL REQUIREMENT: This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and one (1) copy of the complete proposal are to be submitted.**

SUBMISSION LOCATION:

Mailing Address:

Purchasing Department
McHenry County Administration Building
2200 N. Seminary Avenue Room 200
Woodstock IL 60098

Drop Off In Person:

Purchasing Department
McHenry County Administration Building
667 Ware Road Room 200
Woodstock IL 60098
Phone: (815) 334-4818
Fax: (815) 334-4680

CONTACT PERSON:

Mr. Donald A. Gray, CPPB
Director of Purchasing

SUBMISSION DATE AND TIME:

2:30 PM, (CST) December 7, 2015

Proposals received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

SCHEDULE OF EVENTS

November 23, 2015-----	RFP Available
November 30, 2015-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
December 2, 2015-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
December 7, 2015-----	RFP due in Purchasing at 2:30 P.M.(CST)

GENERAL INFORMATION

REQUEST FOR PROPOSALS

DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

EVALUATION of PROPOSAL

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Vendor.

NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

TERMS AND CONDITIONS

AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the **McHenry County Purchasing Ordinance**, approved August 1, 2014. This ordinance is incorporated by reference into this RFP as if it were contained herein. If you desire a copy of this ordinance, contact the Director of Purchasing.

RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.*** The County may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

1. Compliance with requirements of this RFP (Possible 10 pts).
2. Suitability of Proposed Item: Prior experience in providing contractual and technical experience in performing payroll services for an entity of similar size and scope; experience in payroll processing services for governmental entities within the State of Illinois and Wisconsin. Qualifications of staff and adequacy of labor commitment to meet or exceed project timelines (Possible 15 pts).
3. Project Approach / Methodology: Proposal demonstrates understanding of the County needs and requirements. Project approach and methodology meets or exceeds project timelines and performance/implementation expectations (Possible 15 pts).
4. Vendor Questionnaire: Completeness and relevancy of answers to Vendor Questionnaire (Possible 10 pts).
5. Qualifications of the Offeror: Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, facilities, equipment, and credit which will assure good faith performance. This criteria includes the offeror's performance on similar contracts at other facilities. A description of corporate qualifications and history of the firm (Possible 25 pts).
6. Cost proposal based on solicitations complete scope of work description (Possible 25 pts).

Total Possible 100 points

The County reserves the right to apply the evaluation criteria in any manner it deems necessary and to evaluate each firm separately or comparatively, using these criteria in any weight or importance as it sees fit. The County also reserves the right to seek clarification from prospective firms on any issue in a response, invite the specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the County's best interest.

NON-DISCRIMINATION

Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

SECURITY

The Vendor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to the County of McHenry that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PREVAILING WAGE

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is posted on the McHenry County website at www.co.mchenry.il.us under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates at www.state.il.us/agency/idol.

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Vendors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Vendor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Vendor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

INCREASED PENALTIES for PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which Vendors are ineligible for public works contracts --increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Vendors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in

the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds

upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

PAYMENTS

The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Vendor attempts to make such an assignment without the written consent of the County, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

RECOURSE for UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

REJECTION of BIDS, WAIVER of IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

INSURANCE

General The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence combined single limit for:
Bodily Injury Liability and Property Damage Liability;

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

EVIDENCE of INSURANCE

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies

of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**
2200 N. Seminary Avenue
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

HOLD HARMLESS CLAUSE

The Vendor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

EVALUATION

Evaluation of proposals will be done by the Director of Human Resources, Director of Information Technology, Associate County Administrator-Finance and the Director of Purchasing. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit one (1) original and one (1) copy of the completed proposal along with any support documentation to:

Mr. Donald A. Gray, CPPB
Director of Purchasing
McHenry County Administration Building
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received by **2:30 p.m. (CST) on December 7, 2105**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE RFP TITLE, TIME & DATE OF OPENING.

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

PRICING

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

SCOPE OF WORK

The County of McHenry seeks the services of a qualified Payroll/HR Services provider with expertise in outsourced payroll processing and related payroll services to successfully provide these services to meet the payroll, human resource and general ledger needs of the County in the most cost-effective and efficient manner possible. Qualified firms wishing to respond this solicitation must provide all equipment and materials described in this document, whether directly or through sub-contractors/sub-contractors. This does not however, limit the use of sub-contractors.

Time is of the essence in the implementation of the County's payroll services software/solution. It is anticipated that the solution will be completely installed and integrated with the County's Performance Series Financial software, and County staff trained before the end of the current calendar year. Proposer shall demonstrate in the response to the RFP that this timeline can be met or exceeded.

PROJECT APPROACH

Proposer shall include a comprehensive narrative section that illustrates proposer's understanding of the requirements of the project and the project schedule. Proposer shall also include a comprehensive narrative section that sets out the methodology, strategy and intended management plan. Proposer must illustrate how the methodology will serve to accomplish the work and meet the County's project schedule. Be specific in addressing the various tasks to be performed and state how they will be carried out.

HUMAN RESOURCES INFORMATION SYSTEMS

General Information:

- Seamless integration between Payroll, General Ledger, and Human Resources data
- Capacity to handle status changes for a minimum of 1,200 employees, both regular and temporary
- Full-time, part-time
- Public safety (Police)
- Successfully handle varied "standard" hours (PT, 80, 2080, 2912)
- Multiple Union contracts
- Multiple types of accruals (annual, fiscal year, monthly) for varied benefits
- Easy, intuitive navigation

- Benefits Administration:
 - Ability to upload files to benefit vendor systems for new hires, terminations, changes
 - Administering employee benefits and conducting open enrollment
 - Produce census reports
 - Customize reports for census, self-billing
 - Must seamlessly integrate with the payroll system such that election changes update

COST PROPOSAL

The Cost Proposal must provide a detailed fee schedule including itemized service including (but should not be limited to) the following:

- ✓ Monthly rates for regularly scheduled activities and help desk support.
- ✓ Labor costs, administrative costs, equipment and materials, and sub-consultant or consultant team costs.
- ✓ County Staff training and implementation costs.
- ✓ A fee schedule for emergency and/or after hour service calls is also required.
- ✓ Cost proposal must refer/reference specific Scope of Work items.
- ✓ Specify price structure breakdown (e.g., 900-1,000 employees, 1,001-1,100 employees, 1,102–1,200 employees, 1,201-1,300 employees, etc.) as well as the cost per employee.
- ✓ If a specific requested service, function, or option is not offered/available please indicate.
- ✓ Indicate the frequency of costs (e.g., per payroll process, monthly, annually, as required).
- ✓ Provide any one-time costs or costs that are not based on the number of employees.
- ✓ Include any general comments on pricing, or different levels of service.
- ✓ List licensing fees (per workstation/location) for product software if applicable.
- ✓ List charges for “special payroll reports” created by the vendor if applicable.
- ✓ It is expected that all proposers responding to this RFP will offer government or comparable most favorable rates. Any and all discounts offers must be clearly delineated.

Cost proposal shall list each module/function separately and should include all purchase and implementation costs. The County may choose to implement all modules, one module, or any combination thereof. While the proposer may choose to offer additional discounts or cost savings of the initial purchase of all modules/functions combined, the County reserves the right to purchase modules/functions individually. In addition, all prices must be firm and fixed for at least one (1) year following the notice of award. The separate modules/functions are:

- Human Resources Information Systems (HRIS)
- Payroll Processing
- Time and Attendance (Including data collection with phones, laptops, and tablets)

VENDOR QUESTIONNAIRE

Answers to questionnaire will be used in the County’s evaluation of proposal.

SPECIFICATIONS

SPECIFIC REQUIREMENTS

The system shall be capable of inputting and maintaining the following information for individual employee:

- Employee ID Number
- Employee Name
- Street Address
- City, State, and Zip Code
- Home Telephone Number
- Social Security Number
- Department Number
- Grant Number

Gender
Marital Status
Salary
Position Number
Full Time Equivalency
Job Title and Pay Grade/Step
Employment Status
Social Security Status
Medicare Status
Standard Hours/Standard days per week
Multiple Overtime Types and Rates per Employee
Multiple Deductions with Automatic Cut-Off Limits
Multiple Departments per Employee
Number of Federal Exemptions
Number of State Exemptions
Extra Federal Tax w/Flat Amount and % Capabilities
Extra State Tax w/Flat Amount and % Capabilities
Multiple Dates Capabilities
Monthly and YTD Accumulation of wages, withholdings, deductions, sick leave/vacation (earned & taken), etc.
Pension Percentage
Multiple Pension Codes/Tiers
Union Code
Workers' Compensation Code
FLSA Code
EEO Job Category Code
Applicable IMRF Data

Ability to accommodate both exception and attendance payroll.

Ability to assign levels of security / access to program.

Ability to stop various deductions from being deducted.

Provide system-assigned employee numbers.

Ability to terminate an employee.

Ability to calculate termination pay.

Ability to accommodate unlimited direct deposits per employee.

Ability to track the receipt of attendance reports and report those departments not submitting an attendance report at period end.

Ability to input absence information by reason for absence (e.g. vacation, sick leave with pay, sick leave without pay, bereavement, etc.). System should automatically update the dates, hours used and available in each of these categories where applicable.

Ability to maintain a pay rate table by grade and step codes. Ability to change employee pay rates across the entire master file for a particular pay grade and step code.

Ability to set goal amounts for voluntary deductions on both a calendar and fiscal year basis.

Ability to provide payroll data reporting across fiscal years without having to set up special accumulator codes.

Ability within the payroll software to calculate and record manual payroll check information that will automatically update all of the appropriate data fields.

Ability to achieve full compliance with the Federal Fair Labor Standards Act accounting and reporting requirements.

Ability to handle non-taxable benefit payment (e.g. clothing allowance, etc.).

Ability to calculate when longevity is based on length of service.

Ability to handle deductions exempt from taxes. To reduce the taxable earnings by these amounts and also record, accumulate and report them to satisfy all tax requirements.

Ability to preview and edit the payroll prior to final calculation.

Ability to retain information in a single database for streamlined access by a payroll, human resources, and report module.

Ability to host all information on the County of McHenry's existing network.

Ability to access the proposer's customer service department during business hours without utilizing voice mail.

The proposer shall host the county's data in the same format and operating environment that it utilized at the county's location.

A Report Library containing a minimum of 100+ existing reports shall be resident within the payroll/HR system.

All data shall be retained in a single database and the data can be accessed either via a report module, a human resource module and/or a report module.

A custom report writer shall be resident within the software provided by the vendor.

Successful vendor must work with incumbent vendor to map and migrate historical data into system to provide for historical transfer for reporting purposes. Any and all costs shall be borne by successful vendor.

Payroll services system must be compatible with Windows 7, Microsoft Office 2013 and Internet Explorer 11.

Vendor must meet successful "go live date" approved by the County or a penalty will be imposed of 10% per payroll until such time payroll and time collections are satisfied.

Detailed project plan with mile stone associated payments must be completed prior to contract signing.

REQUIRED REPORTS:

Paychecks:

Complete name and address on the face of the check

- Department number on face of check to facilitate distribution
- Employee name and social security number on the face of the check stub
- Check protection with the amount printed both numerically and alphabetically
- Employee rates, hours worked, and earnings appearing by type of earnings
- Deductions itemized with literal description on paycheck stub
- Payroll taxes and non-statutory deductions taken this pay period
- Current year-to-date wage and tax information with each pay

Payroll Register:

- Sorted by employee within department sequence
- Hour, earnings, taxes and deductions displayed by type in an easy to read format
- Employees paid out of multiple departments should have on their check a summarization of these departments and issued from their home department and displayed on the payroll register.

Payroll Check Register:

- Sorted by employee
- Distribution of gross wages to general ledger accounts and sub accounts and provide an audit trail of these transactions

Payroll Distribution Report:

- Sorted by employee
- Distribution of gross wages to general ledger accounts and sub accounts and provide an audit trail of these transactions

Deduction Register:

- Sorted by department / department division
- Sort by employee within department / department division
- List all special, standard, or calculated deductions, which were scheduled but not taken

Monthly Year-to-Date Report:

- Sorted by employee within department sequence
- List year-to-date earnings and deductions for active, inactive and terminated employees
- Include monthly totals required for the State 0917 Report (Employment and wages by Industrial and Area).

Quarterly Earnings Reports and Tax Filings:

- Quarterly Taxable Wage Report by Employee
- Quarterly Filing Information Report that contains data to report to:
 1. Federal Form 941 – Quarterly Earnings Report
 2. IL-941

Forms W-2 and W-2P:

- Prepared as required by law
- Reporting to federal and state governments to be via magnetic media

Ad-Hoc Reports:

- In addition to standard reports the systems should enable the production of user-defined custom reports (hard copy or on-screen) from any information stored in the payroll database. The data for these reports should reside in the same database that facilitates payroll transactions and retains human resource information. This report writing tool must allow for data to be accessed from prior years utilizing a date range selection criteria. Data should not be housed in individual calendar years.

New Hire Reporting provided as needed by the vendor

Exception Reporting showing changes to employees record in the current payroll cycle (wages, grade & range, hours, benefit changes, etc.)

Ability to print 3rd party check on a required frequency basis even though the deductions are taken on a per payroll basis (i.e. garnishments weekly, 403b monthly, etc.).

SECURITY

The system must have both password and transmission security that restricts access to system and detects and flags any errors during the electronic transfer.

The system must have the ability to receive data transmission over the internet as well as via modem.

SYSTEM CHARACTERISTICS

Menu driven with on-screen prompts and help screens throughout to guide users through the processing operations.

Validation mechanisms to ensure that all data is correct when entered.

Input and output controls, acceptable to the County's certified public accountants, to prove that balancing, control totals and related measures are incorporated into programs.

HARDWARE/SOFTWARE SPECIFICATIONS

Each proposer shall specify all hardware and software requirements need to operate its system successfully.

DATA VERIFICATION

Each proposer shall certify that its system has the ability to prepare a pre-payroll register instantaneously without which will enable the County of McHenry personnel to verify and reconcile data entry prior to the final transmission of data.

SYSTEM INPUT/OUTPUT

Each proposer shall certify that its system has the ability to import disk files generated by another system. Proposers must specify file formats that are acceptable (i.e., standard ASCII, etc.). In addition, each proposer shall certify that its system has the ability to download any information stored in it to any of the common report writing software products.

REFERENCES

At the county's discretion, each proposer shall be willing and able to submit a list of 10 entities to which they are providing payroll services, processing a minimum of 500 pays per month. Each reference shall include the name, title, address, telephone number, and length of services for each reference.

THIS PAGE IS MANDATORY.

VENDOR QUESTIONNAIRE

Proposer must include in response to questions complete information about proposer's company and its ability to perform the requested services as described in the Scope of Work.

General Information

1. Basic Corporate information and history
2. Financial Information
 - a. Can the company deliver without risk of bankruptcy?
 - b. Is the company likely to merge or be acquired in the short term?
 - c. A copy of the most recent audit and financial statement should be attached.
3. Technical Capability
4. Estimated completion period for this project
5. Has your organization recently received any awards?
6. How do you distinguish yourself from the competition?
7. What is your average client size?
8. How many of your clients are Fortune companies? Government entities? Public Safety (Police, Correctional Guards, etc.)
9. Describe any formal quality programs you have in place.

Solution Overview

1. What services do you offer?
2. Describe key accomplishments or industry firsts.
3. Does your organization provide payroll services locally, nationally &/or internationally?
4. Describe three recent quality initiatives. What were the results?
5. Describe your organization's research and development capabilities.
6. Describe how you are investing in your current and future product lines.
7. For the past 3 years, what was your investment in product development?

Payroll

1. For pre-processing activities, does the system provide pre-edit reports based on user-defined parameters for gross-to-net pay calculations?
2. Describe the audit process for each payroll.
3. What processes are in place to make corrections to payroll errors?
4. Does the system support an online "what-if" with update capability?
5. How many payroll checks did you process last year?
6. What tax updates, if any, are provided and how are these updates received?
7. Describe your general ledger process and its capability for interfacing with the County's financial system.
8. Does the application allow for the allocation of costs to any level of detail?
9. How does the payroll application handle multiple General Ledger account numbers for the same employee?
10. Are there start and stop dates for deductions?
11. Does the system have the ability to set-up deductions with appropriate future effective date?
12. Can batch input screens for hours and earnings be customized or user defined?
13. Can mass increases be generated?
14. Does the system allow for multiple pay rules and the grouping of employees that fall within the pay rules?

15. Does the system allow for establishing pay rules to enforce union contracts?

Time & Attendance

1. Does the system allow direct entry of employee time over the internet using a standard web browser?
2. Does the system allow for input of atypical schedules (i.e. police, health care providers, correctional officers, etc.)?
3. Does the system allow for accruals of atypical PTO?
4. Please describe in detail the management hierarchy/levels permitted to review/edit/sign off on time and attendance.
5. Does the system allow for phone, desktop, laptop, tablet punching?

Year End Processing

1. Describe the vendor/client responsibilities for the year end and/or year begin process.
2. Are year-end services provided?
3. Are garnishment and tax levy payments automatically generated to the payee?
4. Does the system maintain all federal and state regulations for garnishment processing?
5. How do you meet the January 31 deadline for distributing W-2's?
6. How does your system handle manual checks?
7. Can the user sort reports by name, classification, gender, and ethnicity?

Tax Filing

1. Is there online access to current and historical tax information?
2. What is your process of tracking amendment and inquiry response time?
3. How do you distinguish yourself from the competition in the area of tax processing?
4. How do you keep clients informed of what's going on with the various tax jurisdictions?
5. Will we have a dedicated Customer Support Representative specifically to handle tax issues?
6. What are the core competencies for Customer Support Representatives in the Tax area?
7. Will you provide copies of all tax filings?
8. Can a year be held "open" while continuing to process the New Year's taxes?

Human Resources

1. Describe your company's commitment to the product and development plans over the next two years.
2. Was your product originally developed by your organization?
3. What major enhancements to your system have you planned for in the next two years?
4. Does your system track safety and worker's compensation information?
5. Does your system include succession planning?
6. Describe job and organizational hierarchy.
7. What compensation management functions does the system support?
8. Can the solution prohibit setting up an employee if a position does not appear as "vacant" in position control?
9. Does the system support employees with multiple positions and departments?
10. How is your company addressing meeting the requirements and reporting of the new affordable care act?

Benefits

1. Does the payroll system integrate with benefits?

2. Can benefit plans be set up so only a specific group of employees are eligible for them?
3. Can benefit cost changes be future dated for a future year within the current year?
4. Are premiums automatically updated for age and salary benefit calculations?
5. Are insurance amounts automatically adjusted when a salary increases?
6. Can you automatically enroll a certain group of people in a benefit plan?
7. Do Employee Benefit Statements include the Company's costs of benefits?
8. Does the system have the ability to handle calendar/fiscal year benefit plans?
9. Does the system calculate arrears on their benefits while on disability?
10. Does the system include benefit premium reports?
11. What is the benefit enrollment process?
12. Will benefit elections changes update payroll deductions?

Compensation

1. Are new hourly rates automatically calculated when salary increases are made?
2. Can employee earnings be split between multiple departments on an on-going basis?
3. Describe multiple compensation programs by employee type, geography, and other factors.
4. What compensation management functions does the system support?
5. What is the salary administration functionality or capability of your product?
6. Can a mass increase be given to a specified subset of employees by location?
7. Does the system provide an on-line view of the employee's total compensation package?

Customization

1. Who has responsibility for maintaining customization changes?
2. Will our customizations be overwritten in an upgrade?

History/Recordkeeping

1. Will the system maintain unlimited history for each employee?
2. Are on-line help screens available for all screens and processes?
3. Can corrections be made to historical, current, and future records?
4. Can search definitions be stored?
5. Can the system accommodate effective dating for future or past dates?
6. Can the system process multiple transactions for an employee with the same effective date?
7. Can your system account for non-employees or those whose are non-paid?
8. Define the type of data available on your system for inactive employees.
9. Describe how your solution supports workflow and electronic approvals.
10. Does the system have data archiving capabilities for inactive employees?
11. How long does the system maintain pay history for current and former employees?

Application Security

1. Describe the overall security scheme.
2. Is access to specific functions, files, and data elements restricted based on user profile or workstation ID?
3. How can you prevent users from viewing and/or editing data at the field level?
4. Can the Administrative User control security or is it reliant on the vendor?
5. Describe what happens when the system is accessed by someone without rights.
6. What password authentication controls are utilized?

Reporting

1. Does the system provide an integrated ad hoc report writing tool?
2. Does the system allow generation of reports on all fields that exist in the data dictionary?
3. Does the system provide flexibility for defining selection criteria, data ranges, sorting and grouping options, and report output, enabling users to tailor information to their specific needs?
4. Does the system provide both historical and point-in-time reporting capabilities?
5. Does the system have the ability to produce headcount reports using a user-defined FTE formula?
6. Does the system provide standard report capabilities?
7. Does the system provide the ability to schedule standard reports?
8. Can queries be saved “globally” as well as “personally” so that users are not inundated with a barrage of queries in the drop down list?
9. Can the user sort reports by name, classification, gender, and ethnicity?

Technical Overview

1. Describe the integration between your HR/Payroll solutions and other systems and applications, such as GL, recruiting or time and attendance. What types of interfaces are involved?

Premise Based/Hosted Services

1. Does your system offer both, Premise Based and Hosted Services?
2. If Premise Based, is your ad hoc report writing tool still an option?
3. Where is your data center or hosting facility located?
4. Describe the data security/accessibility of your hosted services center.
5. What is the migration process in upgrading new versions and how does the upgrade process affect customization?
6. What is the standard rule base for incoming/outgoing traffic enforced by the Firewall?
7. What password authentication controls are utilized?
8. What Virus detection/scanning mechanisms are in place?

Service & Support

1. What is your customer service model?
2. How many payroll clients and individuals do you serve?
3. What is your payroll customer retention rate?
4. What is the average tenure of your payroll customers?
5. Describe your procedure for escalating support issues.
6. Will we be assigned a single, dedicated Service Representative, or is it a Call center with different representatives answering our questions?
7. What are the hours support is available?

Training

1. What types of payroll training do you offer customers?
2. What training materials do you provide?
3. What training options are available above and beyond basic payroll training?
4. What is the cost of training once the system is live?

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PROPOSAL FORM

WE, _____, PROPOSE TO PROVIDE THE REQUESTED SERVICES PER THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED HEREIN.

Quote On:

BASE YEAR—APRIL 1, 2016 THROUGH DECEMBER 31, 2016

1. PAYROLL SYSTEM COMPLETE \$ _____ **Annually**

2. LIST ANY OTHER CHARGES THAT ARE NOT INCLUDED IN ABOVE

3. MONTHLY CHARGES FOR TIME CLOCKS \$ _____ **Month**

OPTION: YEAR 2—JANUARY 1, 2017 THROUGH DECEMBER 31, 2107

1. PAYROLL SYSTEM COMPLETE \$ _____ **Annually**

2. LIST ANY OTHER CHARGES THAT ARE NOT INCLUDED IN ABOVE

3. MONTHLY CHARGES FOR TIME CLOCKS \$ _____ **Month**

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PROPOSAL FORM

WE, _____, PROPOSE TO PROVIDE THE REQUESTED SERVICES PER THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED HEREIN.

WE ALSO CERTIFY THAT THIS WRITTEN PROPOSAL IS VALID FOR 120 DAYS FROM THE DAY OF THIS PROPOSAL AND THE ATTACHED INFORMATION IS RECEIVED AND FILED BY THE COUNTY OF MCHENRY.

**Please list below other costs that may be associated with this service or used additional sheets if necessary:

Estimated start date after receipt of purchase order: # _____ days.

Estimated time of completion: # _____ days

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AUTHORIZED NEGOTIATORS:

Name: _____

Phone # _____

Title: _____

Name: _____

Phone # _____

Title: _____

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REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

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**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL
DISQUALIFY YOUR BID MUST BE AN ORIGINAL SIGNATURE**

CERTIFICATIONS

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

_____ Yes _____ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) _____ Yes _____ No

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> *Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care
Services Provider Corporation | |

*State full names, titles and addresses of all responsible principles and/or partners below;

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

If needed please submit any additional sheets.

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PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

**State of Incorporation _____

(Individual - Partnership - Company - Corporation)

(Business Address)

(City, State, and Zip Code)

(By Printed Name and Signature)

(Title)

(Witness Signature)

(Title)

(Telephone No)

(Fax No)

(Date)

(Email)

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