



ParkAlbany

REQUEST FOR PROPOSAL (RFP)

*Software and Implementation Services for Enterprise Resource Planning
(ERP) System for the Albany Parking Authority*

RFP # 2017- 04
November 3, 2017



Table of Contents

1.0 GENERAL INFORMATION/PROJECT OVERVIEW

- 1.1 Project Overview
- 1.2 About the Albany Parking Authority
- 1.3 Project Scope
- 1.4 Project Objectives
- 1.5 Tentative Procurement Schedule
- 1.6 Notice to Vendor(s)
- 1.7 Guidelines
- 1.8 Inquiries
- 1.9 Evaluation Criteria

2.0 PREPARING AND SUBMITTING A PROPOSAL

- 2.1 General Instructions
- 2.2 Submission of Proposal
- 2.3 RFP Amendments
- 2.4 Proposal Format and Content

3.0 SYSTEM OVERVIEW AND FUNCTIONAL REQUIREMENTS

- 3.1 Current Technical Environment
- 3.2 Likely Interfaces & Integrations
- 3.2 Required Interfaces & Integrations
- 3.3 Data Conversion
- 3.4 Summary of Key Transaction Volumes
- 3.5 Business Functional and Technical Requirements

4.0 CONTRACT TERMS AND CONDITIONS

- 4.1 Payment Terms
- 4.2 Acceptance Testing
- 4.3 Software License
- 4.4 Software Maintenance Fees
- 4.5 Additional Users and Modules



- 4.6 Delivery of Project Plan and Other Deliverables**
- 4.7 Documentation and Copyright**
- 4.8 Intellectual Property Rights**
- 4.9 Covenants Against Contingent Fees**
- 4.10 Modifications**
- 4.11 Laws and Regulations**
- 4.12 Defaults**
- 4.13 Indemnification**
- 4.14 Insurance Requirements**
- 4.15 Termination for Default**
- 4.16 Non-appropriation of Funds**
- 4.17 Letter of Completion**
- 4.18 News Release/Advertising**

Attachment A – Signature and Authority Affidavit Form

Attachment B – Non-Collusive Proposal Certificate

Attachment C – Compliance with NYS Finance Law Form

Attachment D – Notarized Signature

Attachment E – Functional Requirements Matrix (Excel Spreadsheet)

Attachment F – Cost Proposal (Excel Spreadsheet)



1.0 General Information/Project Overview

1.1 Project Overview

The Albany Parking Authority (the “APA”) invites your company to submit a written proposal to provide a comprehensive, fully integrated Enterprise Resource Planning (ERP) System, including delivery, installation, integration, customization, data conversion, training, documentation, and project management. The APA is seeking a proven system that is in operational use by at least 3 other organizations of similar size to the Albany Parking Authority.

Vendors shall propose a fixed not-to-exceed cost solution based upon the APA’s requirements. The APA requires a prime vendor or systems integrator to be legally and financially responsible for all software and implementation services. All services must be provided in accordance with New York State and Federal Law. Customer support, cost savings and streamlining of services are critical to the APA. Key drivers to this project include improving access to data, eliminating paper-based processes, reducing redundancy of data, improving timeliness of information, and achieving an company-wide modern technology vision.

The APA seeks integrated enterprise products (common database, application, and interface) for this project and encourages only experienced firms that have implemented software in similar organizations to apply. We seek a system that includes development tools that will enable the APA to meet future needs without becoming heavily dependent upon programmer consultants.

The APA prefers to receive bids for a full service provider and encourages all interested bidders to respond to all parts of the RFP. The APA will, however, consider proposals for portions of the services requested.

The APA desires proposals from Vendor(s) offering a SaaS (Software as a Service) or ASP (Application Service Provider) solution (web-based, online business applications with servers located at the Vendor(s) facilities)

For solutions that offer both hosted and non-hosted, please include pricing for both options. For responses that offer non-hosted solutions, the APA is asking Vendor(s) to include available financing options that amortize project costs over a five year period.

1.2 About the Albany Parking Authority

The Albany Parking Authority manages and operates 3 public parking garages, 9 parking surface lots, and approximately 1,900 parking meters in the City of Albany. We currently employ 35 full-time employees and 4 part-time employees. Our annual operating budget for 2017 is \$7.6 M. The APA has a Board elected by the City of Albany and a full-time staff to manage the operations of the organization. Our office is located at 25 Orange Street, Albany, New York 12207. Refer to the APA’s website at www.parkalbany.com for more specific information regarding the APA’s organization.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

The APA resides in multiple buildings and has communications to each via fiber or wireless connections. The APA has been operating its financial transactions on Quickbooks Pro 2014, SagePro ERP GL, and Microsoft Excel. More significantly, the APA relies on numerous manual, non-integrated systems, such as paper forms and Excel spreadsheets to manage the APA's administrative transactions. Many of these standalone systems store fragmented and duplicate data.

1.3 Project Scope

The APA seeks to implement a "vanilla" software package and to limit the amount of modification to the base application and minimize impact to ongoing operations. The APA is seeking proposals from qualified firms for the procurement and implementation of a fully integrated, Enterprise Resource Planning (ERP) System containing the following applications:

- General Ledger
- Budget Development & Control
- Purchasing, including Encumbrances
- Accounts Payable
- Accounts Receivable
- Payroll Integration
- Fixed Assets
- Report Writing Tool

The software must meet accounting and reporting standards for governmental funds, proprietary funds, fiduciary funds, and account groups in accordance with Generally Accepted Accounting Principles (GAAP). The system shall comply with current statements of the Governmental Accounting Standards Board (GASB). The packaged software system should be supplemented where necessary by modifications to existing packages and custom developed software for specialized applications.

1.4 Project Objectives

The project's objectives cover all aspects of the implementation of an ERP system. However, a crucial goal of the ERP project is to provide business process improvement and re-engineering opportunities to achieve more effective and efficient business processes. The following lists some of the major objectives that the APA is looking for in an integrated ERP system:

- Replace current segregated reporting system
- Eliminate standalone business processing systems, independent tracking mechanisms, and paper intensive manual processes
- Provide a centralized approach to business processing
- Implement a flexible system that can respond to changing business needs
- Increase information analysis capabilities that support enhanced decision making capabilities.
- Eliminate duplication of effort, especially concerning redundant data entry processes.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

- Allow the APA to easily develop and deliver financial reports that meet all State of NY Comptroller, GAAP, GASB and funding source requirements and pronouncements.
- Provide the ability to budget in multiple years and track multiple funding sources
- Provide modern processing capabilities such as drilldown, audit trail, and workflow approvals

1.5 Tentative Procurement Schedule

The APA has carefully considered its needs and devised the following schedule of RFP activities. It is the APA’s intention to select Vendor(s) by January of 2018, and to begin implementation activities in first quarter of 2018.

Table 1.2 Tentative Procurement and Implementation Schedule	
Date	Description
November 3, 2017	RFP Released by the APA
November 17, 2017	Last Day Vendor(s) Questions Accepted Regarding Proposal
December 1, 2017	Proposals Due to APA – 2:00 PM Eastern Standard Time
December 8, 2017 – December 15, 2017	Review Proposals and Rate
December, 2017	Select Vendor(s) Elevated for Software Demonstrations
December, 2017	Software Demonstrations
January, 2018	Site Visits & Other Due Diligence
January, 2018	Award of Contract
1 st Quarter, 2018	Implementation Begins

Software demonstrations will be held on site at the APA’s facilities and cover all functional areas listed in this RFP. Vendor(s) demonstrations are an integral part of the selection process. Vendors that cannot demonstrate their software during the dates prescribed by the APA may be eliminated and other Vendors elevated. The agenda and software demonstration scripts will be distributed to Vendors that have been short-listed for software demonstrations approximately two weeks in advance of the demonstrations. Any and all costs associated with this process will be the sole and exclusive responsibility of the Vendor(s).



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

1.6 Notice to Vendor(s)

It is necessary for Vendor(s) to read the information contained in this RFP to understand how to submit proposals, i.e., what documents must be included, and what legal obligations are being agreed to by the Vendor(s) to provide a successful proposal. Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the APA, or legally obligate the Vendor(s) to more than it may realize. Information obtained by the Vendor(s) from any officer, agent or employee of the APA shall not affect the risks or obligations assumed by the Vendor(s) or relieve the Vendor(s) from fulfilling any of the RFP conditions or any subsequent contract conditions. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect. Only the format and documents included with this RFP will be accepted as compliant for the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.

It is important to note that the APA will entertain proposals that address one or more portions of this Request for Proposal.

The APA reserves the right to award contracts for the listed products or services to more than one Vendor either during or after initial system implementation. The APA may work with multiple Vendor(s) or with a single Vendor serving as a point of contact (Prime Contractor), with one or more subcontractors. In order to facilitate the integration of multiple applications, the Vendor(s) must be willing to cooperate with each other by supplying interface information, including file layouts, etc.

It is not necessary to have offerings for all applications or features. However, proposing a more comprehensive system to the APA would be clearly advantageous.

The APA currently uses SagePro 100 ERP for its general ledger. The APA has not ruled out the upgrade of our current software as a future option. Therefore, the APA will explore the upgrade as part of this procurement process. The APA's current vendor will be required to provide all submissions that will allow APA evaluators to compare and analyze the upgrade in conjunction with other proposal submissions. This will include responses to all functional and technical requirements, all implementation questions and possible attendance at subsequent demonstrations and other proposal related meetings.

1.7 Guidelines

By virtue of submitting a proposal, interested parties are acknowledging:

1.7.1 This RFP is a request to purchase or otherwise acquire rights to use software and professional services required to implement/train new users on the software. As such, proposals from implementation firms alone or software firms without an implementation mechanism will not be considered.

1.7.2 The APA reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select Vendor(s) at any time to gather additional information. Furthermore, the APA reserves the right to remove, modify or add functionality (i.e., modules and components) until the final contract signing, and to negotiate the terms and conditions of contract with prospective Vendors after submission of sealed proposals.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

1.7.3 The APA will consider only software firms, not their implementation partners or third-party partners, to be the primary point of contact throughout this proposal process. If all products and services are not provided by one firm, firms are expected to partner to submit a joint proposal. Following contract award, the primary implementation firm shall be the prime point of contact for the project, and once the ERP System is implemented, the APA will consider the primary implementation firm the single point of contact for service-related issues.

1.7.4 All third-party solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated. The software firm shall serve as the prime contact for all work related to this RFP and the procurement process.

1.7.5 This RFP, its general provisions, and the terms and conditions of this contract shall be incorporated in any Agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments.

1.7.6 Vendors are directed specifically NOT to contact any APA staff other than in writing to the individual identified in Section 1.8 of this RFP. Unauthorized contact of any personnel may be cause for rejection of the Vendor's RFP response. The decision to select a proposal is solely that of the APA.

1.7.7 The Vendor(s) may not reassign any award made as the result of this RFP, without prior written consent from the APA, whose sole discretion may not be challenged or disputed.

1.7.8 The award will be granted to responsible Vendor(s) that are licensed and qualified by experience to perform the services specified. The Vendor(s) chosen for award should be prepared to have the proposal incorporated, along with all other written correspondence concerning this RFP, into the contract. Any false or misleading statements found in the proposal will be grounds for disqualification. All proposals submitted shall be valid for a period of 240 calendar days from the date of proposal opening.

1.7.9 The APA reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the APA to be in the APA's best interest. When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and/or electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration. If, in the opinion of the APA, a proposal contains false or misleading statements or references, it may be rejected. In the event that funds are not available or terminated, no contract resulting from this RFP will be executed. Issuance of this RFP in no way constitutes a commitment by the APA to award a contract.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

1.8 Inquiries

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues, are to be directed to:

Mr. Lyle Winokur
Human Resources Administrator
Albany Parking Authority
25 Orange Street
Albany, New York 12207
Email: lwinokur@parkalbany.com

All questions concerning the RFP must reference the RFP page number, section heading, and paragraph. The question(s) must be concisely stated and numbered in sequential order. All questions regarding this RFP must be received in writing via email by no later than **Friday, November 17th, 2017**. Replies will be issued by Addenda mailed or delivered to the party that submitted the inquiry/inquiries and will be posted on the New York State Contract Reporter website at www.nyscr.org. Any officer, agent or employee of the APA will **NOT** accept verbal questions about this RFP.

If any Vendor(s) planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the true meaning of a particular requirement, a request for clarification or correction must be submitted to the contact listed herein. Such requests must be delivered, prior to the pre-proposal question deadline as indicated above.

Vendors are directed specifically **NOT** to contact any APA staff other than specified personnel identified in this RFP. Unauthorized contact of any personnel may be cause for rejection of the Vendor(s) RFP response. The decision to select a proposal is solely that of the APA.

The Vendor(s) submitting the questions/requests will be responsible for its prompt delivery. Any change in the RFP will be made only by written addendum, duly issued by the APA as posted on the website referenced herein. It is the Vendor's responsibility to ensure that this website is reviewed for RFP changes and questions/answers prior to the deadlines for submission of the RFP. The APA will not be responsible for any other explanations or interpretations.

1.9 Evaluation Criteria

The sole purpose of the proposal evaluation process is to determine which solution best meets the APA's needs. The evaluation process is not meant to imply that one Vendor is superior to any other, but rather that the selected Vendor(s) can provide the best solution for the APA's current and future needs based on the information available and the APA's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well the Vendor's approach meets the desired requirements and needs of the APA. The criteria that will be used to evaluate proposals include, but are not limited to, the following:

- Ability to meet the APA's desired functional and technical requirements.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

- Compatibility with current and future technological infrastructure.
- Public sector experience and qualifications of proposed staff.
- Cost and quality of software/implementation services.
- The total cost of the proposal solution and ongoing costs.
- System maintenance, updating and ongoing technical support.
- Vendor's financial stability.
- The capacity and flexibility of the Vendor(s) to perform the contract in a timely manner and on budget.
- Demonstrated performance of the proposed system elsewhere in the public sector, as verified by client references and/or site visits.
- Adequate staff to allocate to the project with applicable backgrounds and experience.
- Technical approach and quality: Vendor(s) understands project requirements, and the proposed methodology and management plan for the project.
- On site demonstrations.
- Proposed installation, implementation strategy and training plans.
- The proven ability of the Vendor(s) to provide good technical support.

The APA reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list.

2.0 Preparing and Submitting a Proposal

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the Vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Elaborate proposals (e.g. expensive artwork) beyond what is sufficient to present a complete and effective proposal, are not necessary or desired. More detail on the required components of a proposal is provided below. The Albany Parking Authority reserves the right to award the contract, in whole or in part, to one or more vendor and individuals.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

2.2 Submission of Proposal

Two (2) hard copies and Two (2) CD's of the Proposal must be received in a sealed envelope with Vendor's business name and address and must be clearly marked "Proposal Enclosed: ERP System & Implementation Services" no later than **Friday, December 1, 2017 at 2:00 p.m. (EST)** at the following address (clearly label all CD's with Vendor's business name and address):

Mr. Lyle Winokur
Human Resource Administrator
Albany Parking Authority
25 Orange Street
Albany, New York 12207

Proposals must include a cover letter signed by an authorized agent of the Vendor(s) which clearly identifies each entity involved in the proposal and appropriate contact information for each.

Each proposal submitted will be the document upon which the Albany Parking Authority will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.

Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the APA to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the APA, or participating in any selection interviews.

The APA reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

The APA reserves the right to award the contract, in whole or in part, to one or more vendor(s) and individuals.

Any award of the ERP system and implementation services shall be conditioned on the later execution of a formal written contract with the Albany Parking Authority. The APA reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

Failure to comply with the requirements of this RFP may result in disqualification.

Proposals received subsequent to the time and date specified above will not be considered.

Please note the following as part of the submittal process:

- Submission of the proposal by the Vendor(s) constitutes acceptance by the Vendor(s) of terms, conditions, and requirements set forth herein.
- Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. Exceptions to the RFP will not automatically eliminate the proposal.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

- Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the APA.
- The APA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- By submitting a proposal, the Vendor(s) will be providing a guarantee to the APA that, if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP.
- There is no expressed or implied obligation for the APA to reimburse Vendor(s) for any expenses incurred in preparing proposals in response to this RFP or any expenses incurred by the Vendor(s) in providing a demonstration of its product in a place determined by the APA.
- Any deviation from this requirement may result in your proposal being considered non-responsive, thus eliminating your company from further consideration.
- Interested parties assume all responsibility for sending and confirming receipt of proposals. We encourage you to submit proposals several days in advance and confirm that your document has been received. Late proposals will not be considered and will be returned unopened.

2.3 RFP Amendments

If it becomes evident that this RFP must be amended, the APA will issue a formal written amendment and post to the New York State Contract Reporter (NYSCR) website at www.nyscr.org. It is the Vendor's responsibility to ensure that this website is reviewed for RFP changes and questions/answers prior to the deadline for submission of the RFP.

2.4 Proposal Format and Content

In order to facilitate the analysis of responses to this RFP, Vendors are required to organize their proposals into the submission items, as outlined to ensure that all required documents, forms and attachments have been completed and submitted. Vendor(s) whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the APA. The proposal should be organized into the following major sections:

Section	Title
0	Table of Contents
1	Executive Summary
2	Company Background
3	Proposed Solution
4	Implementation Plan
5	Staffing Plan
6	Ongoing Support Services
7	Response to Functional Requirements
8	Response to Technical Requirements
9	Client References
10	License and Maintenance Agreements
11	Exceptions and Deviations
12	Cost Proposal (Attachment F: Cost Proposal)
13	Completed Functional Requirements Matrix (Excel Spreadsheet)



Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Section 0. Table of Contents

Please include clear identification of the material by section and by page number.

Section 1. Executive Summary

This part of the response to the RFP should be limited to a brief narrative highlighting the Vendor(s) proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations and should not be longer than one page.

Section 2. Company Background

Proposers must provide information about their company so that the APA can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (*e.g.*, past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past two (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
4. If the Vendor is proposing to use a Subcontractor on this project, provide background information on the Subcontractor, Vendor relationship with that firm and the specific services and/or products that the Subcontractor will be providing on the project. A complete list of Subcontractors is required. The APA has the right to pre-approve and reject all Subcontractors of the Vendor at any time.

Section 3. Proposed Solution

3.1 Application Software (Section 3.1)

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.



4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
5. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced.
6. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
 - a) Nature of relationship with the third-party Vendor,
 - b) Reason that this product is a third-party product versus being part of the software Vendor's solution,
 - c) Length of the existing relationship,
 - d) Extent to which this third-party product is integrated with the Vendor's solution.

3.2 Technical Requirements (Section 3.2)

Vendor should provide an overview of the technical environment recommended to support the proposed software application solution.

The APA is considering implementing a SaaS/ASP solution.

1. Communications Systems

Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options.

2. Database Environment

- a. What database administration/management tools do you recommend?
- b. Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.

3. System Administration Tools

Vendors should describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.

4. Directory Services and User Administration

Describe how your system interoperates with Active Directory.

5. Desktop

Please describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.

3.3 Application Software (Section 3.3)

Describe the following with respect to security:



1. Describe the identification and authorization capabilities of your proposed solution:
 - a) For users
 - b) For system administrators and DBAs
2. Describe the security audit capabilities of your proposed solution.
3. The time between when a software Vendor announces a security flaw and the time the first exploit appears is becoming shorter.
 - a) Will you commit to having critical security vulnerabilities patched on the system you are proposing within 10 business days after the public announcement by the Vendor (e.g. Microsoft SQL Server)?
 - b) Will you commit to revising your software to interoperate with operating system critical security patches (e.g. Microsoft, RedHat) within 10 business days after public announcement (typically posting on web page) by Microsoft (e.g. XP Service Pack 2 & other critical security vulnerabilities)?
4. What functions does your proposed system have to protect the privacy of information (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, proposed "red flag rules" etc.) that it processes or stores?
5. Describe type and strength of encryption supported.

3.4 Software Licensing (Section 3.4)

The APA anticipates obtaining a perpetual software license from the successful Vendor. Describe the following with respect to software licensing:

1. Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external Internet user(s), query versus user, etc.) and how that works in a Disaster Recovery situation.
2. Describe how licensing is structured (alternatives, base software + per user licenses, license costs, license-packs, incentives, etc.). Identify how costs are determined for adding additional users after the initial purchase. Identify any licensing distinctions for APA users and business partners to access the system remotely through the internet (e.g. employee self-service, Vendor checking on status).
3. From time to time consultants, business partners or other non-employee type personnel need to access the licensed software. Under your licensing agreement, will these types of users have access?
4. The APA has a desire to establish a test and training (same server) and production environment (separate server). Are you able to structure an environment that will allow the APA to run additional development, test and training instances without the need for additional product licensing fees? Describe licensing options available for a development/test system.

Section 4. Implementation Plan



The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Software Installation and Hardware Installation Coordination
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Testing
9. Operational Process Redesign
10. System Documentation and Manuals
11. Disaster Recovery Plan
12. System Operations Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation. The APA requests that the Vendor provide their work plan in a Gantt chart format as part of the proposal response.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

4.1 General Implementation (Section 4.1)

Provide a general overview of the implementation approach you plan to use for the APA that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of the APA.
3. Describe how you conclude on a preferred implementation phasing of software modules.
4. Describe your approach towards running parallel systems for a period of time.
5. Any unique tools, techniques or methods that you use should be described in this section.

4.2 Project Management Approach (Section 4.2)

The APA expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the APA Project Managers. It is expected



that this project manager will be “on the ground” as appropriate to team with the APA PMO. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the cost proposal, “Attachment F: Cost Proposal” (Excel Spreadsheet).

The APA intends to use a project management approach that is based on the Project Management Institute’s Project Management Body of Knowledge (PMBOK). The APA would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

4.3 Software Installation Design (Section 4.3)

The Vendor is expected to specify, furnish, deliver, install and support all system software.

4.4 Data Conversion (Section 4.4)

It is anticipated that data conversion will occur when migrating to the new application. At a minimum, the APA is expecting Vendor to convert the number of years of data to meet records retention requirements and satisfy departmental data access needs. Vendors are encouraged to estimate data conversion liberally and provide recommendations for balancing data conversion preferences/requirements and related expenses based on best-practices and previous experience. The successful Vendor(s) is expected to assist the APA in the conversion of both electronic data as well as the coordination and planning related to manual data conversion (e.g. hand keying) to the new system. For electronic data conversion, the APA expects that the successful Vendor will be responsible for data extraction from the APA’s current systems.

1. Describe your scope of data conversion services and approach of how the services will be provided. Please detail the scope of data to be converted.
2. Describe the roles and responsibilities between your team and the APA related to data conversion activities.

4.5 Report Development (Section 4.5)

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the APA staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Provide information on your reporting approach including:



1. Description of various methods of reporting
2. Methods for the APA to identify, specify and develop required custom APA reports during the implementation

4.6 Integrations and Interface (Section 4.6)

Please reference “Likely Interfaces” section for the list of anticipated interfaces.

1. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
2. Describe data exchange standards (e.g. XML, Web Services, EDI) supported or provided by your product.
3. As it pertains to the APA’s current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the APA.
4. If local customized integrations are developed, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?

4.7 Training (Section 4.7)

While the APA prefers an End-User Training Approach, it would like to explore the advantages, disadvantages and related costs between this and a Train-the-Trainer Training Approach. The APA’s expectations for each training alternative are described below:

1. **Train-the-Trainer Approach:** The Vendor will incorporate a “train-the-trainer” approach where key APA team leads and subject matter experts will be trained through implementation on their modules and then they will train the remainder of the APA staff in their respective areas.
2. **End-User Approach:** All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.
 - a) End user implementation training will be provided by the Vendor and include joint participation by the relevant APA process owner team lead supporting the process area in the new software system.
 - b) Technical Implementation training will include training for APA staff on the technologies required to support the new ERP system

The Vendor should provide an overall description of their training method including the following:

1. General time frames in which training will be conducted
2. The Vendor must list the nature, level, and amount of training to be provided in each of the following areas:
 - a) Technical training (e.g., programming, operations, etc.)



- b) User training
- c) Other staff (e.g., executive level administrative staff)

4.8 Testing (Section 4.8)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the APA related to such testing:

1. System Testing
2. Integration Testing
3. Stress / Performance Testing
4. User Acceptance Testing (UAT)

4.9 Operation Process Redesign (Section 4.9)

With the deployment of a new application, the APA wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

4.10 System Documentation and Manuals (Section 4.10)

The Vendor is expected to provide user manuals and online help for use by the APA as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed.
2. Describe what types of documentation you anticipate developing during the course of the project.

4.11 Disaster Recovery Plan (Section 4.11)

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

4.12 Knowledge Transfer (Section 4.12)

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to APA staff during implementation such that staff are capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

Section 5. Staffing Plan

The APA seeks a meaningful, substantive, and long-term relationship with the selected software provider and realizes that a vital resource will be the Vendor's staff members. Please provide biographies of key staff members, including the company's client services manager and project manager. The APA also seeks biographies of staff members who will be involved with the APA's implementation. Include key facts about each person, such as length of employment with the Vendor(s), job responsibilities, previous work experience, and certifications held.

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a Subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for APA staff involvement during the project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

Section 6. Ongoing Support Services

Please specify the nature and conditions of any post-implementation support options including:

- a. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
- b. Telephone support.
- c. Help Desk services (If there is a Service Level Agreement for your help desk, please provide a copy with your RFP response).
- d. Toll-free support line.
- e. Users Group (i.e. – information about it, where it is held and when). If no, are you planning one?
- f. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.).
- g. Describe your maintenance programs and options with associated pricing.
- h. Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external Internet user(s), query versus user, etc.) and how that works in a Disaster Recovery situation.
- i. If proposing a hosted solution (SaaS, ASP), please describe how your system is independently audited by a third-party in terms of performance, security, and disaster recovery. Please include any supporting audit reports, if available.

Section 7. Response to Functional Requirements

Responses to the requirements referenced in the "Attachment E: Functional Requirements Matrix", of this RFP must be provided in this section of the Vendor's response. **Use the excel sheets provided** and attach added explanation pages as necessary.

Section 8. Response to Technical Requirements



8.1 Software Updates and Distribution

It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. Provide information on how server and client side software updates are received, processed and distributed to either the server and/or client environment. Please provide a description on how State and Federal requirements are applied and distributed to your clients. Describe the process for managing local customizations. Describe any configuration management system that is incorporated with the Vendor solution.

8.2 Proposed Hardware, Storage Environment and System Performance

Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple options available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the APA, application modules proposed, APA transaction and operating volumes, and anticipated future growth, must be provided.

What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc.

System response time must not impede the ability for departmental staff to perform their required job functions using the system. The system must be available during normal hours of APA operations. Describe system performance of the proposed solution including reference to the following performance areas:

1. Guarantees on system performance
2. Studies/benchmarks on system failure frequency, duration and impact and root-cause analysis
3. Problem avoidance techniques
4. Evidence of system scalability to meet future needs as noted in key volumes section
5. What is the minimum bandwidth required for the application (whether APA-hosted or Vendor-hosted) and expected latency at all locations, considering the APA's current network infrastructure, number of users, and anticipated application scale?

Additionally, minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application must be provided such that the APA can determine the extent to which existing computers must be upgraded or replaced.

8.3 Technical Requirements

This section contains the technical requirements used to control the primary system components. The Vendor must recommend a product, including identification of version number that can be used in support of the Vendor's software.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

1. Administrative Tools – The system should include a powerful set of administrative tools to monitor utilization, trace database access chains, database reorganization, problem determination and resolution, optimize schema and sub-schema definitions, model, report areas/pages percent full, and to optimize file placement and layout.
2. Database Characteristics – The system should use the concept of user views whereby pseudo-schema are defined and stored for utilization by users without the users becoming involved in the actual schema and sub-schema structures of the data base. The system should provide a security system to control utilization of user views by user ID, account, and activity.
3. Data Dictionary Facility – The system should include an active integrated central data dictionary. This dictionary should be an integral component of the data access capabilities, including the definition of both data attributes and values.
4. Data Import/Export Facility – The system should include a data import/export facility which permits transferring data from other data files into the data base and exporting data outside of the system.
5. Independence – The system must be independent of workstation type or transaction type and be able to be accessed from any workstation in the network.
6. Logging, Restart, and Recovery – The system must provide restart capabilities, rollback and recovery, as well as database access activity logging and back out.
7. Multiple Environments – The APA will require the Vendor to establish a test environment and training environment separate from the production environment. Please describe if there are any hardware requirement implications as a result of this desired configuration.
8. Multi-Tasking – The system must permit simultaneous database accesses, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, it must permit concurrent processing of batch and on-line jobs accessing and updating the same data files and data base while maintaining desired performance levels.
9. Performance and Activity Statistics – The system must support performance monitoring tools and activity statistics reporting features. Statistics should be available on data base access rates (both update and query) by program, workstation, IP address and ID, and by time of day.
10. Referential and Entity Integrity – Rules for maintaining entity integrity (only one row in a table for each unique primary key) and referential integrity (validating the existence of foreign keys) must be supported.
11. Script Execution – It is desirable to have the ability to schedule scripts / postings for deferred, unattended execution.
12. Structured Query Language – The system must support the use of an industry standard structured query language (SQL); more specifically, support of the ANSI/ISO standard.

The APA is expecting that a successful Vendor will adhere to solutions that comply with industry standard technologies.

8.4 Client Software Access



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

The system must include the ability to allow individual APA staff access to the software from their workstation via a browser or Microsoft Windows environment. Vendors should indicate the degree to which there is a desktop footprint required to execute the application.

Section 9. Client References

The Vendor must provide at least five references including references from clients that are similar in size to the APA.

Section 10. License and Maintenance Agreements

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined. If vendor is also proposing a SaaS or ASP solution please provide any licensing and/or maintenance agreements specific to that offering.

Section 11. Exception, Variances and Deviations

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and any or all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "Exceptions/Deviations From Proposal Requirements." This section shall be all-inclusive and shall contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, accepts this stipulation without recourse.

Section 12. Cost Proposal

Pricing must be submitted on a fixed fee "not-to-exceed" basis per "[Attachment F: Cost Proposal](#)" irrespective of the number of hours expended to complete the project. The total fixed "not-to-exceed" fee shall include all work effort needed to meet the functional requirements in "[Attachment E: Functional Requirements Matrix](#)" and shall include the Vendor's detailed response to Section 2.4 of this RFP. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of the response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor.

Costs should include the complete, fixed total not-to-exceed costs for the solution including: software, license fees, maintenance fees, hardware, training, travel, per diem, installation, documentation, discounts, operating costs, etc. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must provide a guarantee that no additional fees will be charged to the Albany Parking Authority without prior written consent by the APA. For each item, indicate if



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

the cost is one-time, annual, or other. In the event the product or service is provided at no additional cost, the item should be noted as “no charge” or words to that effect in the comments column. In the event the product or service is not being included in the Vendor proposal, the item should be noted as “No Bid”.

The APA will consider a Vendor-hosted solution through an ASP or SaaS licensing model. As such, the APA is requesting proposals to include detailed information regarding the Vendor’s hosting and licensing options. If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model.

Section 13. Completed Functional Requirements Matrix (Excel Spreadsheet)

Responses to the requirements listed in “Attachment E: Functional Requirements Matrix” to this RFP must be provided in this section of the proposal. The APA encourages Vendor(s) to attach an addendum to this section detailing any software features the Vendor(s) believes that the APA would benefit from but that were not specifically requested. Vendor(s) should use the format provided and add explanatory details, as necessary, in a separate spreadsheet using the requirement number as a reference. The following answer key must be used when responding to the requirements:

Response to Functional Requirements			
SUP	Provided fully functional out of the box or with configuration (no custom development)	3RD	Third-party Software Needed to Fully Provide Requirement (Third-party Software Must be Proposed)
CST	Customization/Software Enhancement (Any custom development that will cost extra)	NS	Not Included in this Proposal
MOD	Supported via Modifications (Screen configurations, reports, GUI tailoring, etc.)	FUT	<u>Future</u> feature which will be available within one year: The proposed software does not currently provide the function as stated, but the Vendor(s) plans to add the function within one year of software’s purchase.

Functional requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. **Failure to provide some requirements or excluding some requirements will not eliminate the Vendor(s) from contention.** The APA will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.

Vendor(s) must complete the worksheet by placing an **X** in the most appropriate column for each criterion. The **X**’s should represent the current state of a particular product or service. Use one code only per requirement. All requirement responses must be submitted in the format presented in “Attachment E: Functional Requirements Matrix.” The responses submitted, including requirement responses, will become attached to the software license and the APA’s professional service contract.



For requirement responses of **MOD**, Vendor(s) must provide estimated costs and projected time to complete the customization in the comments column of the spreadsheet.

If functionality, **FUT**, is not available, but expected to be available in future versions of the software, the expected release date can be noted in the comments column with associated costs.

Section 14. Non-Collusive Proposal Certificate, Compliance with NYS Finance Law Form and Notarized Signature

Each proposer shall complete and submit with its, his, or her proposal the "Attachment B: Non-Collusive Proposal Certificate", Attachment C: Compliance with NYS Finance Law Form and "Attachment D: Notarized Signature."

3.0 System Overview and Functional Requirements

3.1 Current Technical Environment

While it is difficult for the APA to envision exactly who will use the system in what manner in an ERP environment, Vendor(s) should utilize the following initial estimates for pricing purposes. The descriptions below are for reference purposes only and are provided as guidelines. They are not intended to be comprehensive, nor limiting.

It is highly likely that some users will use multiple modules. The total number of concurrent users is likely to be between 5 -10 with future growth.

The majority of usage occurs between 6:00 a.m. and 6:00 p.m., Monday through Friday. There will, however, be times throughout the year when weekend and evening access is required. The Vendor(s) shall specifically indicate if there are times when the system cannot be accessed.

The APA prefers software that is standards-based and does not lock the APA into proprietary technology. In addition, the APA's preference is for a Web-based environment. Applications should be user-friendly and table-driven, and able to utilize the APA's installed Ethernet TCP/IP network.

The technology standards and preference information is provided for informational purposes only. Vendors are encouraged to recommend the optimal enterprise technology environment to support their proposed solution.

3.2 Likely Interfaces and Integrations

Vendor(s) should evaluate the following list of likely interfaces. If the Vendor(s) agrees that it is unlikely that the functionality as described in the description column can be provided by the Vendor(s) software, the cost of an interface to these systems **MUST** be included in the cost of the proposal. If the interface cost does not include all of the following interfaces, Vendor(s) must be very specific about which are not included and provide a detailed explanation of how that functionality will be performed.



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

Likely Interfaces & Integrations

System	Description	Technology	Nature of Interface
ADP	Time\Attendance \Scheduling Software	Web-based (SaaS Solution)	One-Way to Financials
APA Web back office	Customer Database		One-Way to Financials
	Receive Cleared Checks from bank for reconciliation	Key Bank	One-Way to Financials
	Import payment processing online credit card transactions	Key Bank	One-Way to Financials
	Export of 1099-Misc	US Treasury	One-Way from Financials

The APA reserves the right to request additional interfaces not referenced in the Table above during implementation if necessary.

A number of interfaces with external or legacy systems will be required for this project. Some will require a one-way interface; others will require a two-way interface. Some will require real-time query and update capabilities while others will require batch file capabilities (ODBC compliant) only. Each interface is listed below and designated as required or optional, depending on the package of applications that are proposed. Please note the type of interface in your proposal (i.e. whether each interface is a “standard” (already developed, installed and working successfully at other sites) or “custom” (new, not yet developed) interface).

3.2 Required Interfaces and Integrations

- a) Interface to the APA’s e-mail System – APA uses Microsoft’s Outlook email and calendars. The new software shall interface with this system to add appointments to calendars when meetings and deadlines are setup in the new system. Also, emails shall be sent from the software as reminders of appointments or project deadlines.
- b) Interface to Microsoft Office Professional - Requires the system proposed to be ODBC compliant. Vendor(s) must provide the tools and training necessary for staff to be able to effectively transfer data to/from the applications proposed to Microsoft Office applications for further use, evaluation and/or analysis of that data on an as needed basis.
- c) Interface to Adobe Acrobat - Requires the system proposed to be ODBC compliant. Vendor(s) must provide the tools and training necessary for staff to be able to effectively transfer data to/from Adobe Acrobat for further use, evaluation and/or analysis of that data on an as needed basis.



3.3 Data Conversion

For purposes of determining level of effort for data conversion, Vendor(s) should assume that the APA desires to convert at least ten years of the data indicated in the following Data Conversion Table:

Table 3.2 Data Conversion	
Source System	
Sage: General Ledger	
Quickbooks:	
Various Excel Spreadsheets	

The APA reserves the right to request additional data conversion during implementation not referenced in the Table above.

3.4 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual & estimated amounts for the current environment.

Albany Parking Authority Operating Volumes	
General Ledger:	
Number of Funds:	3
Number of Accounts – Active	130
Operating Budget:	
Operating Budget FY 2017	\$7,700,000
Capital Budget FY 2017	\$0
Number of Journal Entry Batches/Year	200
Capital Assets:	
Number of Items	80
Accounts Receivable:	



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

Albany Parking Authority Operating Volumes	
Number of Invoices/Year	6,000
Accounts Payable:	
Number of Vendor(s)	60
Number of Invoices/Year	1,000
Number of Checks/Year	1,000
Number of 1099s/Year	15
Purchasing:	
Number of PO's/Year	24
Number of Requisitions/Year	4,000

3.5 Business Functional & Technical Requirements

Functional requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. Vendors are required to complete “Attachment E: Functional Requirements Matrix.” The APA encourages Vendor(s) to attach an addendum to this section detailing any software features the Vendor(s) believes that the APA would benefit from but that were not specifically requested. Vendor(s) should use the format provided and add explanatory details, as necessary, in a separate spreadsheet using the requirement number as a reference. The following answer key must be used when responding to the requirements:

Response to Functional Requirements			
SUP	Provided fully functional out of the box or with configuration (no custom development)	3RD	Third-party Software Needed to Fully Provide Requirement (Third-party Software Must be Proposed)
CST	Customization/Software Enhancement (Any custom development that will cost extra)	NS	Not Included in this Proposal
MOD	Supported via Modifications (Screen configurations, reports, GUI tailoring, etc.)	FUT	<u>Future</u> feature which will be available within one year: The proposed software does not currently provide the function as



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

			stated, but the Vendor(s) plans to add the function within one year of software's purchase.
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Failure to provide some requirements or excluding some requirements will not eliminate the Vendor(s) from contention. The APA will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.

Vendor(s) must complete the worksheet by placing an **X** in the most appropriate column for each criterion. The **X's** should represent the current state of a particular product or service. Use one code only per requirement. All requirement responses must be submitted in the format presented in "[Attachment E: Functionality Requirements Matrix](#)." The responses submitted, including requirement responses, will become attached to the software license and the APA's implementation professional service contract.

For requirement responses of **MOD**, Vendor(s) must provide costs and projected time to complete the customization in the comments column of "[Attachment F: Cost Proposal](#)" (Excel Spreadsheet).

If functionality, **FUT**, is not available, but expected to be available in future versions of the software, the expected release date can be noted in the comments column with the proposed cost.

Any omitted response will be assumed to be the same as a response code of "NS." Only one (1) response per requirement will be accepted. The APA reserves the right to waive any irregularities and request additional information or clarification if necessary.



4 CONTRACT TERMS AND CONDITIONS

Award of a contract is conditioned upon the execution of a formal written agreement with the Albany Parking Authority. The APA reserves the right to rescind or revoke any award prior to the execution of a formal written agreement. Standard contract clauses to be included in the APA agreement for professional implementation services include, but are not limited to the following:

4.1 Payment Terms

Payment for the ERP System and for the implementation services rendered pursuant to any agreement resulting from this RFP shall be made in amounts and at times set forth in the resulting agreement (the "Agreement"). A purchase order will be issued, and all invoices must reference the purchase order number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the APA. Prior to payment, the Vendor(s) must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

Implementation services will be paid on a fixed, not-to-exceed basis as described, only on a deliverable completion basis, meaning the APA will pay only when the Vendor(s) has satisfactorily completed mutually agreed upon payment deliverables. In addition, the APA reserves the right to apply a retention rate of ten percent (10%) to all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.

4.2 Acceptance Testing

As stated in Section 4.8 of this RFP, acceptance testing shall be completed before final payments are made.

4.3 Software License

The Vendor(s) shall grant the APA a perpetual, nontransferable, nonexclusive license under the terms of the Agreement to use the ERP System on its network, (or on an externally "third party" hosted network, or as part of a software as a service model.) The APA shall have the absolute right to upgrade or replace any equipment in the network and continue to use the ERP System on the network. The APA shall not be required to pay the Vendor(s) any additional licensing fee or other fees as a result of using the ERP System in conjunction with the upgraded or replacement equipment on the network.

4.4 Software Maintenance Fees

The APA will require fixed maintenance fees for five (5) years following implementation for budgeting purposes.

The annual software maintenance agreement (ASM) shall include all technical support services, software maintenance services, Licensed Application Software upgrades, Licensed Application Software fixes and Licensed Application Software enhancements. The APA shall not incur any software maintenance fees until one (1) year after the successful implementation and the issuance of the Letter of Completion.



As long as the APA is current on maintenance fees, migration to a new product with similar functionality by the same Vendor(s) shall be permitted at no additional cost to the APA.

4.5 Additional Users and Modules

Vendor guarantees prices quoted in "Attachment F: Cost Proposal" (Excel Spreadsheet) for a minimum of two (2) years from the effective date of the final acceptance of the project for additional APA users and modules that are listed in the RFP but are not initially purchased.

4.6 Delivery of Project Plan and Other Key Deliverables

The project plan shall be delivered within a contractually specified timeframe after contract signing. Delay or failure to complete in a timely manner in this regard will result in the assessment of liquidated damages up to \$1,000 per day. Other key deliverables (Design Document, Go-Live Date, and any other deliverable that can be deemed substantially the responsibility of the Vendor(s)) will also be subject to the assessment of liquidated damages up to \$1,000 per day if the Vendor(s) misses these key timeframes.

The contract will include the following scope of Vendor(s) services:

1. All services and work necessary for the implementation of all Licensed Application Software, subject to the Project Schedule and meeting the Project Task Requirements to completion
2. All training and documentation as required
3. Continuing Software Maintenance Services
4. Continuing Technical Support Services
5. Software Warranty (which will remain in effect as long as maintenance is current)
6. Data conversion
7. Except as otherwise explicitly stated in the contract, the Vendor(s) will furnish all labor, materials, equipment, products, tools, transportation and supplies required to complete the project

4.7 Documentation and Copyright

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of the APA. Programs shall be completely documented, including the file layout of tapes, disks, and so on. The APA may, at its sole discretion, waive title to any portion or to all data and analyses. The APA has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

4.8 Intellectual Property Rights

The Vendor(s) will indemnify, defend and hold harmless the APA from liability of any kind, including any and all costs and expenses related to allegations of copyright, trademark, or patent infringement, and any copyrighted service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the APA. If the Vendor(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.



4.9 Covenants against Contingent Fees

The Vendor(s) warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the APA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.10 Modifications

The scope of the project can only be modified through an executed written change order document agreed to and signed off by the APA and the Vendor(s). The APA or the Vendor(s) may request such changes in writing and shall specify:

1. The nature of the requested change or modification to the contract, in detail
2. How the proposed change or modification impacts the contract and the Project Schedule
3. The specific reason for the proposed change or modification
4. The name and signature of the APA or Vendor(s) representative proposing said change or modification

The mutually agreed upon changes would then be made to the Project Schedule. If a Change Order request is made by the APA, the Vendor(s) shall provide a written response to each change or modification requested and will provide a written quote within ten (10) working days following receipt by the Vendor(s) of the APA's request, including schedule impacts. If a Change Order request is made by the Vendor(s), the APA shall within ten (10) working days provide a written response to each Vendor(s) change or modification requested. Neither the APA nor the Vendor(s) is under any obligation to accept a proposed Change Order. The parties remain required to proceed under the terms of the contract. Acceptance of a Change Order request is subject to compliance with the APA's current purchasing ordinances and policies. Upon acceptance of a Change Order it shall become part of the contract. No change order is valid until it is fully executed by both parties.

4.11 Laws and Regulation

The Vendor(s) shall comply with all applicable laws, ordinances, and codes of the State of New York, Albany County, and the City of Albany, NY. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

Bidder Responsibility. Pursuant to State Finance Law §§139-j and 139-k, this request for proposals ("RFP") includes and imposes certain restrictions on communication between the Albany Parking Authority ("Authority") and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest notice of intent to solicit offers (in this instance, the release of this RFP) through final award and approval of the resultant contract by the Authority ("restricted period") to other than designated individuals unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Only email inquiries are allowed. The designated individuals for this RFP is Lyle Winokur, Human Resource Administrator of the Authority at lwinokur@parkalbany.com. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

can result in rejection for contract award and in the event of two findings within a 4 year period, the Offeror/bidder is debarred from obtaining governmental Procurement Contracts. Additionally, the above law requires certain affirmations to be provided to the Authority by bidders and that certain provisions be contained within any contract/award resulting from this RFP. Specifically, the following form is provided:

The Authority must obtain from all Offerors the required affirmation (“Compliance with NYS Finance Law §139-j”) of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The affirmation is provided below and must be completed and returned to the Authority when submitting a bid.

The Authority must include a disclosure request (“Offeror Disclosure of Prior Non-Responsibility Determinations”) regarding prior non-responsibility determination in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The required form is provided below and is to be completed and returned to the Authority when submitting a bid.

The Authority must obtain from all Offerors a required certification (“Bidder Certification”) that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror must agree to the certification and provide it to the procuring Government Entity. This certification is provided below and must be completed and returned to the Authority when submitting a bid.

New York State Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Authority to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. An example of such language is provided below: “Attachment C: Compliance with NYS Finance Law”.

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.

4.12 Defaults

Any failure to perform or fulfill any provision of this contract shall be a default. APA shall give Vendor written notice of any default and Vendor shall have a stated period (maximum of 30 days) to cure the default, and if the default is not cured within the stated period following the written notice describing the default, Vendor shall be in breach of the contract. In the event of a material contract breach by the Vendor(s), including if Vendor(s) software application fails to perform as required, the APA shall have the right to recover from the Vendor(s) damages attributable to the breach by the Vendor(s), including recovery of all fees, license costs and other monies paid by the APA under the Contract and consequential damages recoverable under tort law principles

4.13 Indemnification

The selected proposer will be required to defend, indemnify, and save harmless the Albany Parking Authority, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations,



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents.

4.14 Insurance Requirements

The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

- (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
- (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than two million dollars (\$2,000,000.00) per occurrence.
- (c) Errors and Omissions Insurance: A policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
- (d) Automobile Liability Insurance: A policy or policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting there from, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.
- (e) Professional Liability Insurance: A policy or policies with limits of not less than \$1,000,000.

Each policy of insurance required shall be in form and content satisfactory to the Albany Parking Authority, and shall provide that:

- (a) The Albany Parking Authority is named as an additional insured on a primary and non-contributing basis.
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Albany Parking Authority.
- (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the Albany Parking Authority is given sixty (60) days written notice to the contrary.

No work shall commence under the contract until the selected proposer has delivered to the Albany Parking Authority or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the APA, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the APA for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the APA, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.



4.15 Termination for Default or For Convenience of the APA

The APA may, by written notice of default to the Vendor(s), terminate the contract in whole or in part if the Vendor(s) fails to: (i) Maintain the staffing levels as outlined in the Statement Of Work, deliver the deliverables or to perform the services within the time specified in the contract or any amendment thereto; (ii) Make progress, so that the lack of progress endangers performance of the contract; or (iii) Perform or observe any of the other provisions of the contract. The APA's right to terminate the contract may be exercised if the failure constitutes a breach of the contract and if the Vendor(s) does not cure such failure within the time frame stated in the APA's Notice to Cure.

1. Party Obligations. If the Agreement or contract is terminated for cause, the APA may require the Vendor(s) deliver to the APA, as directed by the APA, any: (i) completed deliverables; (ii) partially completed deliverables related to the terminated portion of the contract; and (iii) any plans, working papers, forms, documentation formats, etc, necessary for understanding of the deliverables of services. Upon direction of the APA, the Vendor(s) shall also protect and preserve property in its possession in which the APA has an interest. The APA shall pay contract prices for completed deliverables delivered and accepted. Failure to agree will constitute a dispute under the "disputes" clause. The APA may withhold from these amounts any sum it determines to be necessary to protect the APA against loss because of outstanding liens or claims of former lien holders.
2. Remedies. The rights and remedies of the APA in this clause are in addition to any other rights and remedies provided by law or under the contract. If, after termination, it is determined by a final ruling in accordance with the "disputes" clause that the Vendor(s) was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the APA.
3. Termination for Convenience. The contract may be terminated in whole or in part, by the APA whenever it is determined that such termination is in the best interest of the APA, which termination shall be effective at 11:59 p.m. on the intended date of termination (the "Termination Date"), after the APA shall have delivered to the Vendor(s) a notice specifying the extent to which provision of services under the contract are terminated ("Notice of Termination for Convenience") and the date upon which such termination will become effective.

4.16 Non-appropriation of Funds

The complete installation of the Enterprise Resource Planning System is contingent on budgetary funding from the annual APA budget. Funding may be allocated in phases over several fiscal years. In the event that sufficient funds are not appropriated for the contract payments required to be made in future fiscal years then the APA at its sole discretion may terminate the contract at the end of the current fiscal year, without penalty or additional expense. If non-appropriation occurs, the APA agrees to deliver written notice to the Vendor(s) of such early termination at least thirty (30) days prior to the end of the current fiscal year.



4.17 Letter of Completion

The APA will provide the Vendor(s) with a Letter of Completion confirming that Vendor(s) has fully implemented the purchased applications and related services when:

1. The Vendor(s) met all the requirements of the contract, including completion of all services and work necessary for installation of all Licensed Application Software, subject to the Project Schedule and meeting all of the Project Task Requirements to Project Completion.
2. The Vendor(s) provided training to the APA as required by the contract.
3. The Vendor(s) provided all Licensed Application Software to be purchased under this contract (along with Web Application and Third-Party Integration software) as set forth in the contract and all technical and user documentation relating to all Licensed Application Software.
4. All required Acceptance and Reliability Testing is complete and accepted by the APA.
5. All Licensed Application Software purchased under this contract is fully loaded and operational.
6. Documentation is presented to the APA representing a complete system backup of the Application Software and data. The documentation shall include, but is not limited to, instructions as to how to completely re-install the contents of the media onto the hardware.
7. All Software Maintenance Services and Technical Support Services are in place and functional.

4.18 News Release/Advertising

News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior, written approval of the APA.



Attachment A: Signature and Authority Form

PROPOSING COMPANY NAME: _____

FEIN (Federal Employer ID Number) OR Social Security # (if Sole Proprietorship)

Address: _____

City _____ State _____ Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

Fax () _____ Email Address _____

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the requirements, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the project relating to this proposal.

I further certify that I have carefully examined the proposal documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (Type or Print)

Date



Attachment B: Non-Collusive Proposal Certificate

NON-COLLUSIVE PROPOSAL CERTIFICATE

PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(printed name and title)

(name of firm)



Attachment C: Compliance with NYS Finance Law Form

1. **Compliance with NYS Finance Law §139-j.** Offeror affirms that it understands and agrees to comply with the procedures of the APA relative to permissible Contacts as required by State Finance Law §139-j.

By: _____ Date: _____
Signature

Name: _____

Title: _____

Contractor Name: _____

2. **Offeror Disclosure of Prior Non-Responsibility Determinations.**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the following questions:

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No Yes

C. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

D. If you answered yes to questions A thru C, please provide details regarding the finding of non-responsibility below.



Attachment C: Compliance with NYS Finance Law Form (Continued)

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

E. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

F. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

3. **Bidder Certification.** I certify that all information provided to the APA with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

Contractor Name: _____



Attachment D: Notarized Signature

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2017, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2017, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2017, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____



Attachment E: Functionality Requirements Matrix
(Separate Excel Document Provided for Completion)



**Albany Parking Authority- Request for Proposals
Enterprise Resource Planning (ERP) System and
Implementation Services
RFP # 2017-04**

Attachment F: Cost Proposal
(Separate Excel Document Provided for Completion)