The City of Gallatin, TN

Request for Proposal for an Employee Time and Attendance System

Submittal Deadline: July 25, 2014

J.R. Smith

Purchasing Agent

132 West Main Street, Room 106

Gallatin, TN 37066

5/16/2014

CITY OF GALLATIN REQUEST FOR PROPOSAL

Employee Time and Attendance System

I. Preface

The City of Gallatin, Tennessee, invites qualified vendors to submit responses to its Request for Proposal (RFP) to furnish an Employee Time and Attendance System. Proposals are to include: 1) Pricing for a one time purchase of a turnkey software package and hardware package; OR 2) Pricing for a one time purchase of a turnkey software package and a renewable maintenance, support and upgrade contract. In addition, provide unit cost pricing for power and Ethernet connections as noted in Attachment A.

This Request for Proposals (RFP) is part of a procurement process that helps us serve the City of Gallatin's best interests. It provides a formal and unrestrictive opportunity for the City to consider the services of responding vendors. The process being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determining factor. Questions about this process or the requirements must be in writing and forwarded to J.R. Smith via fax at 615-451-5960 or e-mail to jr.smith@gallatin-tn.gov.

This RFP is broken into specific sections, which set out various requirements and itemized needs to be addressed by the vendor in its proposal. The specific sections are:

I. Preface
II. Background Information
III. Formal Submission Instructions
IV. Format of the Submitted Proposal
V. Requirements
VI. Evaluation Criteria
VII. Terms and Conditions of the Proposed Contract

II. Background Information

The City of Gallatin, Tennessee is located in middle Tennessee and serves a population of approximately 30,000. The City operates under a private act with a Council-Mayor form of government in which the Mayor serves as the Chief Executive Officer. City administration is divided into the following departments: Office of the City Mayor, City Attorney, Human Resources, Finance, Public Works, Recorder, Codes/Planning, Economic Development, Fire, Police, Engineering, Leisure Services, and Public Utilities.

The City employs approximately 550 full-time and part-time employees. Employees are paid on a bi-weekly basis, and are considered either hourly or salaried. Several different work schedules (5/8, 4/10, 4/12, 24/48, rotating, and as needed) are utilized depending on the department. Overtime is accrued in accordance with the Fair Labor Standards Act, including the higher thresholds permitted for public safety employees and seasonal employees. Public Safety employees operate on a 28-day Overtime cycle. Compensatory Time is used by some departments in lieu of Overtime. Employees report to work at a number of facilities throughout the City or upon otherwise going into service (e.g. on-call response from home).

Currently the City of Gallatin is networked locally with fiber and to the outlying buildings via a T1 line. The City of Gallatin has a virtualized environment as well as some physical servers. The major operating systems and applications include: Windows Server 2003 Std 32 bit and 64 bit, Windows Server 2008 R2 64 bit, VMware 5.5, Exchange 2007, and SQL 2008 R2 SP2 64 bit. The City deploys an Ethernet network with 1GB backbone with T1s connecting outlying offices. The City uses separate and unique phone systems at every remote location.

There are approximately 300 computers (most at dual core or above processor speed with at least 1GB RAM). The City employs 3 qualified individuals in the Information Technology Division of the Finance Department.

The City of Gallatin has implemented the Tyler Technologies Munis Financial/HR Software system, v10.5. The software utilizes Microsoft SQL 2008 R2 64bit Server database system.

For a vendor to be considered, the vendor's product shall be able to integrate with the City's hardware and software as described above without the use of APIs or other interface. The vendor shall be required to work closely with the City's Information Technology Division in assuring that the hardware and software proposed will in no way compromise the security of the City's communication and information infrastructure.

III. Formal Submission Instructions

A. Proposals shall be submitted (one original, two copies and one digital copy) by **Friday, July 25th, 2014 at 11:00 A.M. Central Standard Time to:**

City of Gallatin
J.R. Smith Purchasing Agent
132 West Main Street, Room 106
Gallatin, TN 37066
Phone: 615-451-5899

Envelopes must be clearly marked on the outside as "Employee Time and Attendance Proposal."

The proposal shall address your proposed technical approach to furnishing an Employee Time and Attendance system to the City of Gallatin and shall address all informational, functional and general requirements of the RFP document. The proposal shall also include an itemized cost proposal for the scope of the services and deliverables required by this RFP. At a minimum, the cost proposal shall include itemized cost data for employee time and attendance software, computer software license, installing, consulting, training, development, maintenance, documentation, services, and time capturing devices. Any cost not accounted for in these categories that would be part of your solution shall be included in your cost proposal. The cost proposal shall itemize any expenses related to travel, lodging and per-diem. Statements such as "travel and travel related expenses will be billed at our cost…" may not be considered responsive to our request for complete cost information. Payment terms will be negotiated and be based on performance. Under no condition will payments be made prior to delivery of any services or products to be furnished. Prices proposed must be valid until 12/27/2014.

B. The proposal must be signed and dated by an individual authorized to enter into a binding agreement in the name of the vendor. Late proposals will not be accepted.

C. The proposal shall be presented in a format that can easily be incorporated into a contract between the Proposer and the City of Gallatin encompassing the guidelines detailed in the RFP and required by the City.

D. The City reserves the right to reject any and all proposals and to waive any informalities in the proposals received.

IV. Format of the Submitted Proposal

Please respond by following the numbering scheme used in this RFP

A. The Technical Proposal

1. The Firm
    a. Name and address of firm.
    b. The name of the contact person that the City should contact for questions and clarifications concerning your company's proposal. Include phone number, fax number, and E-mail address.
    c. Organizational structure of the firm including subsidiaries, partnerships, or parent firm.
    d. An explanation of your approach to problem resolution and how your firm will deal with problems that may arise in the operational use of your software and/or time

capturing devices. (e.g. is a third party responsible for supporting time capturing devices or does your firm do it?)

2. References and Clients

a. A representative listing of references that the City of Gallatin may contact. Please include references where the firm has performed and completed engagements similar to this RFP, preferably from local governments, and a brief (one or two sentences) description of the application provided. Include the length of the relationship you have had with each client you use as a reference. Please include contact information for each reference.
b. List all clients who are governmental agencies in the State of Tennessee.
c. List all clients who are local governments of similar size or larger (i.e. 400 to 700 employees serving a population of approximately 30,000).

3. The Technical Proposal.

Please provide a specific and affirmative response to each of the requirements set out in section V of this RFP. Failure to respond positively to any of the items may eliminate your proposal from any further consideration.

4. Specify the minimum, recommended, and optimal server and storage hardware required to support the system, assuming current employment of 550 employees and potential employment of 650 employees within ten years. Include a formalized list of information, space, equipment, staff, or other resources needed by the vendor to complete this project to the extent the vendor expects the City of Gallatin to provide such resources. (NOTE: Your response should assume that the City will provide the necessary hardware and hosting services.)

5. Include any other information that would assist the City of Gallatin in evaluating your company's experience and ability to furnish the requirements of this RFP.

6. A signature and title of an officer or other individual of your firm authorized to enter into contracts on the firm's behalf.

B. The Cost Proposal

All costs must be included in your response. The City of Gallatin shall not entertain any claims for extra costs not specifically stated in the proposal and agreed to in the contract.

1. A description of the services offered by the firm and the billing rates for these services in accordance with the requested services as described in the RFP.

a. The cost of the software itself.

b. A description of the travel schedule and associated travel, lodging, meal, or per diem expenses for any of the firm's staff who will spend time working in Gallatin.

c. A description of the training expenses assuming all training is held at the City of Gallatin.

d. State the cost of any specialized equipment called for in the proposal and the length of time of any warranty on the equipment. Separately state the cost per year of extending the original warranty. DO NOT include the cost of basic, commodity PC workstations or servers. You should assume that these workstations or servers are already in place, or will be provided by the City. Assume 25 standard time capturing devices. Pricing for optional time capturing devices may be included provided the options are clearly marked.

e. Please include the names and addresses of any subcontractors and the portion of your proposal to be assigned to them as part of your cost proposal. (e.g. Training will be performed by xxxx. Time clocks will be acquired through yyyy.)

f. A description of any licensing, maintenance, and support fees associated with any software employed in the proposed applications. These fees should be listed as follows:
   - . Total fees for the first year.
   - . Total fees for a 3 year-period.
   - . Total fees for a 5-year period.

g. Detail any costs included in proposal above.

h. Summarize and total project costs as follows:
   - . Total costs for the first year. This is to include all original onetime costs as well as the "first year" costs of any ongoing annual costs.
   - . Total costs for a 3-year period. This is to include all original onetime costs as well as ongoing annual costs.
   - . Total costs for a 5-year period. This is to include all original onetime costs as well as ongoing annual costs.

2. A signature and title of an officer or other individual of your firm authorized to enter into contracts.

The City of Gallatin is not responsible for any cost a vendor incurs in responding to this RFP.

V. Requirements

The system shall be capable of all the functions listed in this section. Failure to respond positively to any of the items will eliminate your proposal from any further consideration.

Products

System Basics

1. Be able to easily support the following over existing City of Gallatin LAN/WAN:
   30 (minimum) concurrent application users (i.e. Supervisors, Administrative Assistants, System Administrators, etc.)
   550 (minimum) clocking employees
   550 (minimum) employees using the system to check leave balances and leave history
   < 1 second card swipe response time per employee when card based time capturing devices are utilized

2. Provide the basic functions associated with an Employee Time and Attendance system.
   a. Multiple work schedules (fixed, rotation, as-needed); hourly and salary compensation; and compliance with overtime requirements, including the higher overtime thresholds permitted under the 207k exemption for police and fire personnel and seasonal personnel under the Fair Labor Standards Act.
   b. Unlimited different pay and attendance rules and policies to support each group using the same time system.
   c. Unlimited different pay codes and accruals including codes for vacation, sick leave, leave without pay, bereavement leave, workers' compensation, military leave, FML leave, jury duty, etc.
   d. Configurable, automated overtime rules for inclusion and exclusion of non-worked hours pay codes in timecard.
   e. Supervisory ability to review and act upon both on-line and paper-based leave requests.
   f. Global time entry to clock in/out some or all employees in their group at once by timekeeper or manager.
   g. Global schedule changes by manager/timekeeper for employee/workgroup.

h. Message system(s) for employee/manager exchange (e.g. message displayed on the time capturing device).
i. Unlimited shift schedule definition and assignment or no schedule assigned.
j. Different early and late clock in/out rules.
k. Employee viewing of sick and vacation leave balances, absences and late statuses within their security access.

System and Integration

1. The proposed system shall support Microsoft SQL Server 2008 R2 64bit relational database.

2. The proposed system shall support bi-directional integration with Munis Financial/HR Software system, v10.5 and higher. The Munis software utilizes Microsoft SQL 2008 Server database system. The time and attendance system shall be able to download employee data, including but not limited to, general information, leave accrual, and pay codes etc. from the Munis software. The system shall be able to upload payroll data in a fixed field text file.

3. Provide a World Wide Web (web) interface that is fully functional with Microsoft IE 8.0 and higher as well as Google Chrome and Mozilla Firefox web browsers. The web interface SHALL be fully functional on the Microsoft Windows platform. The proposal shall state any version requirements for the browsers and operation systems. The proposal shall clearly indicate any functionality that is missing on the web version.

4. Automatically adjust to time and date changes due to the number of days in the month, daylight savings time, leap year, etc.

Data Integrity and Backups

1. The system must be operable 24 hours a day, 7 days a week, 365 days a year.

2. The system must provide for data integrity in the event of power outages or damage to all or part of the database platform.

3. The system must allow for punching, editing, calculating, reporting and system backup without going offline or suffering noticeable degradation of performance.

Reporting

1. Full data model and detailed database table descriptions shall be provided to aid in custom Crystal Report generation.

2. All Reports shall be available in user selected format: HTML, PDF and Excel spreadsheet

3. The system shall produce the following pre-defined reports using accurate, up-to-the-minute data:

a. Individual employee time sheet,
b. Daily hours by time by project/employee/division/department,
c. Biweekly hours by project/employee/division/department,
d. Monthly hours by project/employee/division/department,
e. Exception report by employee/division/department,
f. Absentee report by employee/division/department,
g. Punch detail,
h. Weekly time card by employee/division/department,
i. Overtime tracking and monitoring,
j. Employee schedules,
k. History/archival reports,
l. Punch edits history.

4. Reports shall be available containing history (weekly, biweekly, monthly, annual, etc.) of various data including late punches, absenteeism, etc.

5. Specify if any of these are not standard pre-defined reports already existing in the solution being offered.

<u>Capturing time</u>

1. Describe all the ways in which the proposed system can capture employee time.

2. Time capturing devices shall be Ethernet based and be capable of holding 72 hours of employee data.

3. Time capturing devices shall not require polling.

4. It is preferable that time capturing devices be capable of using the City ID cards, which are 26 bit weigand proximity cards (sample card provided upon request.) However, other time capturing device options will be considered.

5. Describe how an employee would clock in/out if they were in a remote location, not near a time capturing device or computer (i.e. wireless, cellular, etc.).

6. The system shall support division/department cost center and job change with code entry at time capturing device.

7. The system shall have a PC based browser/web clock available for clock in/out and change cost center charge code via the web.

8. The time capturing device or the system shall allow restriction to use the terminal to certain employees to certain times of the day, and to certain accounts. In addition, some employees shall be granted universal punch-in ability within security clearances.

9. Supervisors (with and without PCs) shall have an option to enter punches for employees in the event a card is misplaced.

10. The system shall be synchronized for all time capturing devices based on server time.

11. Time capturing devices shall indicate a successful or unsuccessful punch.

12. Time capturing recommendation must discourage “buddy punching”.

13. Time capturing communication protocol and connectivity shall not be proprietary but rather industry standard to allow for expansion/replacement.

Security

The system shall have robust levels of security for supervisors and employees.

An employee shall only see certain data as defined by a supervisor such as time and leave accrual (read only capability).

If an employee has more than one supervisor, each supervisor shall only be able to see/edit/approve the time that the employee worked for them and not the other supervisor.

Individual functions shall be selectively turned on and off for individual employees/managers.

Unavailable functions and tabs shall be removed from screen and drop down menus (the employee won’t see an option if they don’t have access to it).

The system shall maintain an audit trail that tracks data changed, hold original data and user name of the person modifying or viewing an item.

Services

Installation/Implementation

1. The vendor shall provide an onsite representative for initial discovery/system documentation/mapping and implementation of the system.

2. The vendor shall provide an installation and completion timetable.

3. The vendor shall allow for an overlap of two biweekly pay periods where the new system will run in tandem with the existing system to assure proper functionality. This test of two pay periods is to begin **after** the new system is fully operational and as directed by the City.

4. The vendor shall provide a weekly progress e-mail to selected administrators.

Licensing and Maintenance

1. The City of Gallatin shall be entitled to all maintenance and new product updates and upgrades as part of the annual maintenance agreement. Maintenance as stated here shall include updates, upgrades, training on these upgrades and support for the base product and the support for the updates and upgrades.

2. Licensing must be based on concurrent users not number of employee records in the database.

3. If they are not purchased, a maintenance program shall be available for the time capturing devices. Delineate the warranty on time capturing devices and clarify situations where the warranty would not cover a damaged device. Delineate warranty replace issues.

Training

The implementation shall include training both for system administrators and "train the trainers". Indicate the length of time each training session would last and the recommended number of attendees per session.

Support

1. The vendor shall provide 24/7/365 support for the system.

2. The vendor shall provide 24/7/365 contact support for system administrators.

3. The vendor shall provide a **dedicated support representative(s)** that the City can contact. Call centers and automated attendant telephone support are not considered dedicated support.

4. The dedicated support representative(s) shall handle all problem resolution and escalation for the City.

5. The vendor shall have a response time of two hours or less on reported problems.

VI. Evaluation Criteria

In making its selection, the City of Gallatin will not only consider cost but also the proposal with the best combination of attributes that provides the desired solution, in the opinion of the City. Consideration will be given to the following criteria:

A. Vendor's Qualifications and Experience

B. Client Reference

C. Vendor's Technical Description
   1. Reporting capability
   2. User interaction with system ("look and feel")
   3. Security
   4. Support services
   5. Added value by vendor (consulting, development, etc.)
   6. Platform and licensing
   7. Web-based capability
   8. Seamless integration with Munis Financial Software, v10.5 and later
   9. Other considerations.

D. Cost Proposal

As part of the evaluation process, vendor may be requested to demonstrate the system before a group of end users. Any information gained during the presentation(s) may be used in the evaluation of your proposal. Failure to honor this request may be grounds for rejection of your proposal with no further consideration given to your proposal. The City is under no obligation or requirement to request vendor presentations or to entertain vendor presentations.

VII. Terms and Conditions of Proposed Contract

A. The contractor shall defend, at the contractor's expense, indemnify and hold harmless the City of Gallatin, its officials, employees, agents, servants, representatives and assignees from and against any and all liability damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction or loss of use of any property arising out of or related to the services provided by the contractor or caused by the contractor's negligence or from any operation conducted by the contractor in rendering service to the City of Gallatin.

B. The Contractor shall be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, professional liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be at minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance shall

include coverage for contractually assumed liability. Limits of liability for professional liability shall be, at minimum, $1,000,000.00 per occurrence or claim and $1,000,000.00 aggregate. If general liability coverage and/or professional liability coverage is on a claims-made basis, the Contractor shall maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at minimum, $500,000.00 each accident, $500,000.00 disease each employee and $500,000.00 accident, $500,000.00 disease-policy limit. The certificate of insurance shall provide the City of Gallatin, Tennessee (City) with thirty (30) days written notice of cancellation of any of the coverage areas named in said certificate. The City shall be named as additional insured under the Contractor's general liability insurance and automobile insurance policies. The Contractor shall require certificates of insurance from subcontractors. Subcontractors shall carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City shall be made available to the City upon request. Legal action arising from the performance of this contract will be filed in Tennessee.

C. The contractor is an independent contractor and will not, under any circumstances, be considered an employee, servant or agent of the City of Gallatin. Neither the contractor nor its employees have any authority to bind the City in any respect.

D. Work assigned under the terms of this quest for proposal cannot be reassigned, transferred or subcontracted without prior written approval of the City of Gallatin.

E. The term (length) of this contract will be determined after review of all vendor submissions and after a potential vendor is selected.

F. The Contractor shall maintain documentation for all charges against the City of Gallatin under this contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period as required by law, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the City of Gallatin. These records shall be maintained in accordance with generally accepted accounting principles.

G. No person, on the grounds of disability, age, race, color religion, sex, sexual orientation, national origin, veteran status or any other classification protected by Federal and/or Tennessee state constitutional and/or statutory law, shall be excluded from participation in, or be denied benefit of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and

shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

H. The City of Gallatin shall have no liability except as specifically provided in this Contract.

I. This Contract shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

J. This Contract shall be governed by the laws of the State of Tennessee.

K. The Contract may be cancelled with thirty (30) days written notice by either party.

L. Although highly discouraged by the City of Gallatin, any agreement, if required, such as license agreements or other information that the City of Gallatin must review from the proposer's firm shall be received with your proposal response. If a proposal contains supplemental terms and conditions the City of Gallatin, at its sole discretion, may determine the proposal to be a nonresponsive counter offer and the proposal may be rejected.

M. Right to Negotiate: Upon evaluation of the RFP, the City of Gallatin has the right to enter into negotiations with multiple proposer(s) not necessarily the proposer with the lowest cost submission. Negotiations could include, but not limited to, price, functionality requirements, terms and conditions. However, issues may arise that the City of Gallatin may not negotiate due to state fiscal policies, state laws or City of Gallatin policies and an impasse could arise. If for any reason a proposer and the City of Gallatin cannot arrive at a mutual agreement, the City of Gallatin reserves the right to terminate negotiations, reject the proposal and to continue negotiations with other responsive proposers.

N. Contract Award: The City of Gallatin reserves the right to issue any resulting contract/order to the firm whose proposal in the City of Gallatin's judgment most nearly conforms to the City of Gallatin requirements and best serves the needs of the City of Gallatin. The City of Gallatin reserves the right to award a contract to other than the lowest proposer if the interests of the City of Gallatin are best served. The City of Gallatin reserves the right to waive all technicalities in selecting or rejecting any or all proposals that satisfy or fail to satisfy respectively, the City of Gallatin's best interest.

O. Software Escrow Agreement: If software is included in the proposer's response, the proposer will provide an escrow agreement whereby the firm will make available to the City of Gallatin all program source codes for software in the event of noncompliance by failure, firm ceases to exist, firm discontinues the product, or firm ceases to support the product.

P. Interpretations and Addenda: If, during the RFP submission period, a firm finds discrepancies, ambiguities, omissions, or is in doubt as to the meaning or intent of the RFP, the City of Gallatin shall be notified on or before 5 business days before the close date. No request for interpretation or clarification shall be received or answered after 5 business days before the close date. The City of Gallatin shall not be responsible for oral interpretations or instructions during the proposal request period. All responses shall be written and shall be shared with all other known proposers. All addenda are incorporated by reference into the contract. Failure of any proposer to receive any addenda shall not relieve the proposer of any obligation with respect to the proposal.

Attachment "A"

Power and Ethernet connections

To facilitate installation and connection, proposer shall include with their response, **unit costs** for providing and installing 110 VAC power outlets and RJ45 wall jack receptacles for time capturing devices ***if/as required by our solution***. In that the exact locations of time capturing devices are unknown at this time, costs for power Ethernet provisioning shall be based on **unit pricing** as follows. If not required by your solution or otherwise unnecessary, inapplicable, or inherently included, indicate same in your response.

Vertical "drops" (ceiling to just above floor) to include the following:

Power – 110 VAC power, junction box 9wall/surface mounted) just above ceiling (lay-in 2x2 non-plenum), 14/3 wire in ½" EMT, screw terminal connection of conductors to receptacle (push-in NOT allowed), surface mounted metallic receptacle box, 15 amp NEMA 5-15R ivory simplex receptacle, brushed stainless steel cover plate, assume 10 foot ceiling height. Cost **EACH** 110VAC drop or **NOT REQUIRED**.

Ethernet – Cat 6 cable in ½" EMT, surface mounted to surface mounted metallic box with single RJ45 receptor/connector in ivory plastic face plate, punched down, assume 10 foot ceiling height. Cost **EACH** Cat 6 Ethernet drop.

Horizontal "home runs" to nearest electrical panel, JB or LAN switch

Power – 110 VAC power, 14/3 wire in BX, to run above ceiling from junction box at top of "drop" to nearest available junction box or electrical distribution panel **as designated by Facilities Maintenance personnel.** Cost **per lineal foot** 110VAC run or **NOT REQUIRED**.

Ethernet – Cat 6 cable to run above ceiling (lay-in 2x2 non-plenum) from top of drop to nearest LAN switch or switch **as designated by IT staff**. Cost **per lineal foot** Cat 6 Ethernet run.

Length of "run" from horizontal plane location of drop to horizontal plane location of **designated** connection point to be determined as follows:

(X displacement + Y displacement + 10 feet) measured in whole feet, rounded up.

To accommodate differing facilities and/or construction types, the unit cost for horizontal home runs shall be used to extend up/down walls to reach the "drop" unit assembly.

All work shall be installed in accordance with current NEC standards and all other applicable State and Local codes and ordinances. Costs for permits and initial inspections shall be a direct

reimbursable upon presentation of same. Costs for re-inspections due to failure of inspections, if required, shall be borne by the Contractor.

The City reserves the right to perform this work with its own forces or to contract to another vendor.