



CITY OF WEST PALM BEACH
Procurement Division
City Hall – 401 Clematis Street
West Palm Beach, FL 33401
Tel: 561-822-2100
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Request for Proposal 10-11-131
(Revised)

TIME AND ATTENDANCE
REPORTING SYSTEM

The City of West Palm Beach is soliciting experienced firms that specialize in time and attendance systems.

Time is of the essence and any proposal received after **3:00 p.m., Monday, August 22, 2011**, whether by mail or otherwise will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the Request for Proposal (RFP) number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

Interested parties may obtain a copy of this proposal by contacting the Procurement Division at 561-822-2100 or downloading a PDF file at <http://www.wpb.org/procurement>.

A Proposer shall submit **one (1) original, five (5) copies and one (1) electronic copy (on CD-ROM, in MS Word or searchable PDF)** of the proposal to the Procurement Division, at the time and date specified in the legal notice.

PLEASE NOTE: THERE IS A PREPROPOSAL CONFERENCE scheduled for 10:00 a.m. on Monday, August 8, 2011, at the City Hall, 401 Clematis Street, 5th Floor, Conference Room 519, West Palm Beach, FL 33401.

All proposals must be delivered or mailed to:

Althea Pemsel, MA, C.P.M., Procurement Official
City of West Palm Beach Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

ENVELOPE MUST BE IDENTIFIED AS: RFP 10-11-131, Time and Attendance Systems

BY: Althea Pemsel
Althea Pemsel, MA, C.P.M.
Procurement Official

PUBLISH: Palm Beach Post
July 26, 2011

TENTATIVE RFP SCHEDULE

Listed below are the tentative dates and times of the project and which the actions noted must be completed. The Procurement Division may change any of these dates or times if necessary.

<u>ACTION</u>	<u>COMPLETION DATE</u>
RFP Issue Date	July 25, 2011
Pre-Proposal Meeting	August 8, 2011 at 10:00 a.m.
Final Questions Due	August 10, 2011 at 5:00 p.m.
Proposals Due	August 22, 2011 at 3:00 p.m.
Initial Proposal Review	Week of August 22, 2011
Vendor Meeting/Interviews (If Necessary)	Week of September 12, 2011
Selection of Proposers	Week of September 19, 2011
Contract Negotiation	September 2011

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INSTRUCTIONS FOR SUBMITTALS

1. Preparing Proposal for Submission:

Each Proposer is required, before submitting its Proposal, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package and their Proposal prior to submittal.

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

Proposals shall be presented in a clear and concise format, on 8 ½" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement. The proposer is asked to limit marketing materials and excess verbiage yet, sufficiently their qualifications, cost, and other information pertinent for evaluation.

Only one proposal may be submitted by each Proposer.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Proposers.

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, RFP title, deadline date and hour for receipt of Proposals.

2. Proposal Formatting:

A. Registration: Registration previously submitted on Attachment A, as provided in this RFP.

B. Proposal: The Proposal must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted: Proposal Cover Letter

1. Administrative Section/ Resumes, Attachment
2. Experience and Past Performance
3. Narrative of Approach
4. Fee Schedule, Attachment D
5. Alternate Proposal, Attachment E
6. Representations and Disclosures, Attachment F

C. Insurance: Proposer should be prepared to provide certificate(s) of insurance within 7 days of receipt of notice of intent to award.

This checklist is not to be construed as identifying all required submittals for this RFP and the project/study. Each proposer is responsible for reading the entire document to ensure compliance.

Detailed information regarding each proposal section is set forth below.

1. Proposal Cover Letter

A proposal cover letter is required containing the corporate name (if applicable), name, principal address, telephone number, fax number, website and email address of Proposer and principal contact person. The cover letter shall be no more than one page.

This letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.

2. Administrative Section / Resumes

Include **Proposer's Information Page (See Attachment B)** in this section. Indicate the State in which Proposer's firm is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida.

State the total number of persons employed by the company; and, the total number of persons presently employed at the office location identified on which will service the account.

Provide resumes of key staff to be assigned, the Project Manager and/or On-Site Supervisor, length of employment with company, position/title, experience and training. Resumes should include relevant background, qualifications and experience conducting similar services.

3. Experience and Past Performance

Provide information sufficient to evidence Proposer meets the minimum experience and past performance requirements. Demonstrate work experience in related fields as identified in the scope of work for a minimum of three (3) years from the due date of this RFP.

4. Include **Attachment C, References**. Provide three (3) references from current Government clients similar in size and scope to services specified herein. These references must include, at a minimum: name of Government agency, contact person, address, telephone and facsimile numbers, size of the building in square feet, scope of work, number of staff assigned, number of months providing services and annual value of the contract. A reference person must be someone who has personal knowledge of the proposer's performance. The reference person must have been informed that they are being used as a reference and that the City may check references.

Letters of Commendations or Recommendation may also be included in this section.

5. Fee Schedule

Complete and return the attached **Fee Schedule, Attachment D**, which shall be based on required services stated on the Scopes of Work.

6. Alternate Proposal

The proposer may provide an **Alternate Proposal - Attachment E**, for this RFP.

7. Representations and Disclosures

By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer for the project, See page 36, **Attachment F**.

1: INTRODUCTION

The City of West Palm Beach (City) operates with a strong mayor form of government with a population exceeding 100,000. There are fourteen departments reporting to the Mayor through the City Administrator with multiple divisions in each department. The Departments are Finance, City Attorney, Housing & Community Development (HCD), Police, Fire, Planning, Construction Services, Park & Recreation, Library, Support Services, Human Resources, Public Utilities, Public Works, and Engineering Services.

2: PURPOSE

The City wishes to obtain a time and attendance system. We are requesting proposals to assist in acquiring and implementing a successful time and attendance system using an all inclusive system for the various departments listed above in the introduction.

2a: BACKGROUND OF CURRENT SYSTEM

All employees are paid biweekly. Employees' pay is calculated on a one-week pay cycle, with the exception of the Fire Department. Firefighters' pay is calculated on a 21-day pay cycle. Close to 98 percent of all City employees receive payment via EFT, while the remainder receives paychecks.

Employees are paid on a positive or by exception pay basis. In order for a positive pay employee to be paid, all hours worked and not worked must be recorded in the human resource/payroll system. Typically these employees are paid on an hourly basis. An employee paid by exception will be paid automatically. Only those entries indicating exceptions to his/her pay such as personal leave are recorded in the system. Salaried employees fall into this category. Hourly employees are eligible to receive overtime and compensatory time. They are often referred to as non-exempt employees. Salaried employees, or exempt employees, are not eligible to earn overtime. In general, the City follows the Fair Labor Standards Act (FLSA) rules regarding eligibility for overtime. How overtime is calculated is determined not only by FLSA rules, but also by City policy and bargaining unit agreements. In addition, the City allows certain employees to earn compensatory time in lieu of premium overtime. The human resource/payroll systems stores information regarding those employees eligible for overtime and how it is to be calculated.

There are other types of paid leave that may or may not relate to the amount of time banked. These include, but are not limited to, holiday time, military leave, jury duty, bereavement leave, compensatory time usage, family medical leave, educational leave, etc.

Eligible employees may accrue or accumulate leave for paid time off. How much an employee accrues is based upon his/her years of service. The amount of time an employee can take off and charge his/her leave balance is limited by the amount of time accumulated. There are maximum balances that may be carried over from year to year and certain time can be converted to other time under specific year-end circumstances. The human resource/payroll system stores all of this information.

The Fire Services Department is a twenty-four (24) hour, seven (7) days per week operation. Both salaried and hourly employees work in the Department. Staff works out of multiple locations throughout the City. All of the staff fall under the City's pay and leave policies, except the firefighters, lieutenants, and battalion chiefs who are governed by collective bargaining agreements. The pay and leave rules of those employees who fall under the collective bargaining agreement are described below:

Though paid biweekly, the firefighters', lieutenants' and battalion chiefs work cycle, by contract, is three weeks (twenty-one days). They work twenty-four hour shifts. One hundred forty four hours (144) constitutes a normal twenty-one (21) day work period for the firefighters and lieutenants. Premium overtime (FLSA OT) is paid after 159 qualifying hours within the 21 day cycle.

2b: Current Time/Leave Reporting Process

In general, all City departments capture time and leave information through a manual process. Each employee must complete either a timecard, leave authorization slip, or other related documents and turn them in to his/her supervisor at the end of the pay period. For the most part, there is no standardized timesheet or leave form. The departments can use whatever documents to capture time/leave information they feel they need. Once the timecard/leave slips are turned in to the employee's supervisor, they are manually distributed to the departmental time clerk. The time clerk data enters into the human resource/payroll system the employee's exception time or for part-time, hourly time. A report is generated for Division/Departmental Management review and sign-off. Accounting personnel correct errors identified by this edit process. Departmental Time Entry Clerks must run and correct errors in the Oracle time cards as needed. After the Oracle time cards have been transferred to Payroll, the time entry clerks can no longer access them and any corrections must be entered by the Payroll staff.

2c: Overall Design Concept

The City prefers the existing human resource/payroll system to act as the primary data store, periodically transferring data to the proposed TAL so that it may perform its functions. The proposed TAL will send the necessary information back to the human resource/payroll system to allow it to calculate and produce the employees' pay. The goal of this concept is to avoid, as much as possible, duplicate data entry into the two systems, without interfering with the functionality of either system.

3: SCOPE OF WORK

The City of West Palm Beach, Florida is requesting proposals for the procurement and implementation of a fully integrated browser-based time, attendance, and leave system (TAL). The City seeks a flexible solution that provides all required functionality.

The City of West Palm Beach is seeking a solution that will meet or exceed city-wide needs. However, due to available funding, only the Utilities Department will be implemented in the first phase. Other employees/departments will be added as funding becomes available.

Utilities employs approximately 282 individuals of which 280 employees work full time and approximately 2 on call or part-time. All other departments have approximately 1,200 employees working full time and approximately 200 on call or part-time. Certain general pay and leave rules govern every City department and certain departments have special rules and requirements.

Key goals the time and attendance system should be able to achieve

- a. Streamline the timekeeping process by eliminating redundant work.
- b. Streamline the leave approval process by providing electronic approval.
- c. Improve the time/leave information gathering process by incorporating electronic workflow.
- d. Manage staff resources by using an electronic scheduler.
- e. Provide reporting tools that can be used by management to detect and monitor trends
- f. **Reduce the number of data entry errors by on-line editing and a timely approval system.**

3.1 Implementation Work Plan

The proposal must include a detailed implementation Work Plan showing all significant tasks required for successful completion of the total system implementation from the time of contract signing to final acceptance. A Gantt chart type of presentation is suggested that shows the start and end dates of all tasks, and the expected completion dates for each deliverable. The proposal must identify the anticipated involvement (i.e., level of effort in hours) of the Vendor's personnel and, separately, of City personnel in task performance. The purpose of this work plan is to show the Vendor's understanding of the scope of this effort, the resource commitment the Vendor anticipates making to the project, and, separately, the resource commitment the City is expected to make to the project.

3.2 Interfaces/ Data Transfers

The City currently uses the Oracle system for payroll. The solution the City seeks will require little to no dual data entry. In addition, the City desires the ability, if it chooses, to export data for archival purposes to its imaging and/or storage systems.

Discuss the following:

- A. Describe the scheme to transfer data to/from human resource to the time and attendance system. Provide a diagram reflecting the scheme.
- B. Describe the scheme to transfer data to/from the data collection units in the department/divisions to the time and attendance system. Provide a diagram reflecting the scheme.
- C. Describe what impact the time of day, number of concurrent users, or load on the network may

have on the transfer of data to and from the department/divisions to the time and attendance system.

- D. Describe the limitations on data transfer based on the City's current environment.
- E. Identify Government payroll software with which the proposed solution currently interfaces.

3.3 Time Entry/Data Collection Devices

As part of the proposal, the Vendor shall provide a detailed listing, including operational functions, of all the data entry device(s) that best fit the City's operations, including bio-scan devices, capable of reading hands, thumbs and/or eyes for data entry of employees' time.

3.4 Documentation

The Proposer shall state agreement that the following types of documentation, or proposed alternative, will be provided for the proposed solution. The Proposer may elaborate on any of this information for clarification

- A. General System Documentation – describes the functions, components, environment requirements, database, data model, equipment add-ons, and reports of the application
- B. Operations Documentation – describes how the application works, features and capabilities. Should describe at a minimum user and administrative processing requirements.
- C. User Documentation – describes how the application is to be used by the department supervisors, payroll clerks, administrators and payroll personnel.
- D. Error Process Documentation – identifies error conditions and how to correct them.
- E. Setup/Maintenance Documentation – describes the process to set up, maintain, and change the application features. Vendor should describe at a minimum, employee access and built in security features.
- F. Training Documentation – provides user level training scenarios to aid in re-occurring training.
- G. Hardware Maintenance Documentation – provides systems personnel with descriptions of common malfunctions and solutions.

3.5 MAINTENANCE AND SUPPORT

The Proposer shall address maintenance and customer support.

3.6 HELP DESK SUPPORT

Describe methods proposed for supporting Help Desk including support organization, assignment of personnel, backup of personnel, and experience and training level of support personnel and hours of availability. Proposer must indicate any "support unavailable" times. Identify the primary and field locations that will provide maintenance support to the City.

3.7 MAINTENANCE CUSTOMER REFERENCES:

Provide three (3) maintenance customer references. State the reference contact person's name, title, and phone number.

3.8 TRAINING

The Proposer shall state agreement with each of the following points or propose alternatives, and provide the information requested:

The Proposer shall provide training to the initial implementation department. The Proposer shall provide sufficient and timely instructions for a student to be able to successfully access and operate the proposed system in a manner suitable for the department and location. Training should include normal operations, error handling, and corrective actions. It should be tailored to fit the unique situations of each department.

The Proposer shall describe the types of training for each level below and identify the recommended class time for each group. The Proposer should include the pre-requisites (knowledge, skill, abilities, experience, etc.), needed for each class.

- a. Information Technology staff
- b. Help desk support staff
- c. Department supervisory staff
- d. Department employees
- e. Department time clerks
- f. Finance Department payroll staff

Training outlines and sample of training materials shall be included in the proposal.

Cost for training shall cover manuals, materials, and instructor time and shall be included in the proposal. All travel and travel related expenses shall be included in the Proposer's proposal. The City shall not reimburse these expenses.

3.9. System Backup and Disaster Recovery

Discuss and state which of the following are provided with the proposed solution:

- A. Describe the backup process. The backup process should be dynamic, auto initiating, and must minimize human involvement.
- B. Specify extensiveness of backups.
- C. List what data, files, documents, software, etc. are covered. List any information not included.
- D. Describe the restoration process required of the technical operator.
- E. How will the proposed system recover from a system crash?
- F. How will the system recover from a power failure?
- G. What will happen to transactions in-progress when these events occur?

3.10. Archival Process:

Explain what features the system provides or utilizes to archive data. Include medium of storage for archived data and a description of how an archiving task is initiated and performed and the operator intervention required. Explain the capabilities of the system to selectively access and restore using archived data. Include a discussion of controls and the prevention of accidental data loss during the process. Discuss the impact of archiving and retrieval of archives on the performance of the system.

Network Communications Procedures:

- A. Describe the network communications protocol, procedures, etc. used with the proposed system.
- B. Describe the retry logic in the communications protocol, its flexibility, and operator intervention required with the system.
- C. Identify and describe the communications activity report(s) produced by the system during and after communications between the system and remote personnel.

Security:

The solution must provide the capability to assign users specific privileges and access modes (i.e., read, write and execute) necessary to effectively perform their functions within the proposed system. Describe the ability of the proposed solution to restrict access to properly authorized personnel. Include in the discussions:

- A. The various levels of security (i.e., types of access privileges granted to each level of personnel).
- B. How access privileges are granted to each level of personnel, and how access is controlled and monitored.
- C. State if the following requirements for access privileges of specific groups of personnel can be met, indicating how the necessary restrictions will be implemented:
 - 1. Limit the ability to transfer data to selected users.
 - 2. Limit the ability to allow only authorized personnel to make changes to production forms, reports, and procedures.
 - 3. Limit the ability to allow only authorized personnel to create new forms, reports, procedures, etc., or modify existing ones. This requires “copy” access to production source libraries and a procedure whereby new or modified entities are “handed over” to technical staff to be placed into production.
 - 4. Allow selected personnel to conduct only those operations directly related to their duties/responsibilities.
 - 5. Allow selected personnel system access to perform other types of operations such as report generation.
 - 6. Allow selected personnel with “read-only” access to specific data or groups of data.
 - 7. Discuss the capability to prevent and log unauthorized attempts to penetrate the system from outside (hackers, viruses, etc.) and unauthorized procedures by authorized users.

8. Discuss how the system enables a properly authorized City help desk staff to attach to a specific remote workstation for troubleshooting problems for supporting the system.
9. Discuss how each authorized user is assigned a unique and confidential login identification and password to login to the system.
10. Discuss administrative procedures to maintain the security file of authorized users.
11. Discuss controls to prevent unauthorized additions and deletions of authorized users in the security file.
12. Describe audit trails and recording media to capture and identify all additions, changes, and deletions to login accounts. As applicable, provide sample reports.
13. Indicate the number of authorized user login accounts that can be contained in the administrative security file.
14. Can personnel access the system and perform authorized functions from any remote or networked location? This is necessary to accommodate employees who work in more than one assigned location. Describe how the system will support this requirement.
15. Describe the automatic log off process.

System Activities and Volume:

Discuss in detail the capabilities and limitations of the proposed solution. Include the following:

- A. Maximum number of users the proposed system will support.
- B. Maximum number of concurrent users the system will support.
- C. Limitations to operation and speed of use.
- D. Limitation to the volumes of data or transactions that can be entered.

System Acceptance Tests:

The Proposer shall state agreement with each of the following points or proposed alternatives:

- A. Proposer must provide a proposed Acceptance Test Plan (ATP) for the City's review and approval before implementation. The Acceptance Test Plan must show the events, sequences, and schedules required for acceptance of the system.
- B. The Proposer must conduct tests of the proposed solution and certify, in writing, that the equipment and system is ready for use, and will perform in accordance with the requirements set forth in the Proposal and resulting contract. The Proposer must ensure each module/component of the system operates according to specifications before turning the system over to the City staff (City staff will not de-bug modifications for the Proposer).
- C. The Proposer must agree that during the acceptance period, each system component will undergo a live test.
- D. Proposer equipment that is found to not meet the specifications or other requirements of the contract may be rejected and returned to the Proposer for repair or replacement at the City's discretion and at no cost (including return transportation) to the City.
- E. The Proposer must agree that to pass an acceptance test, the system must successfully operate for sixty (60) consecutive calendar days and be approved by the City.

- F. Provide data to and from the City's current systems as described in this document.
- G. The Proposer must demonstrate the ability to provide adequate service and maintenance as outlined in this Request for Proposal.
- H. The Proposer must demonstrate system security.
- I. The Proposer must provide all documentation for the section being tested, before acceptance testing will begin.
- J. Pilot Testing completion dates will be negotiated prior to award.
- K. Pilot System Acceptance – Following the pilot system installation, the City will assess operational acceptance and sign-off that the system functions as required.

4. PROPOSAL REQUIREMENT

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions, and specifications desired by the CITY to receive proposals for a time and attendance systems. It is the intent of the City to select one or more firms to supply the services necessary. Nothing in this RFP is intended to restrict the City in any way in the selection of the proposals that best meet the needs of the City. The City reserves the right to reject any or all proposals and to negotiate changes in proposals or best and final offers.

Proposers must exhibit considerable relevant experience with any or all of the respective types of work and should emphasize municipal experience and capability of the particular personnel who will actually the work.

5. QUALIFICATION REQUIREMENT

Proposer must be qualified as to its capabilities to execute and complete the applicable types of work. The qualifications can consist of actual work experience, certifications, professional staff and their credentials. Additionally, references for similar or like projects related specifically to expense reduction and cost management and containment services.

PROCUREMENT PROCESS

1. Addenda Registration

Each Proposer is requested to **register** with the Procurement Division in order to receive any addenda to this RFP. Please complete the Registration form, **Attachment A**, and fax to 561-822-1564 on or before **5:00 p.m., Thursday, August 4, 2011**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any Firm or Proposer not registered for this RFP with the City. If registering on-line, please verify that your information is correct prior to downloading this RFP, as that information on the Plan Holder List is also used to send out addenda notifications.

2. Questions/Addenda to the RFP:

No interpretation or changes in the scope or meaning of this Request for Proposals will be made to any Proposer, orally or otherwise, except at a Pre-Proposal Conference (if applicable) and by written addendum. All responses to questions submitted in writing or at the Pre-Proposal Conference will be issued via addendum to the RFP to all Proposers who are registered with the City for this RFP.

Contact with the Procurement Division is to be for clarification purposes only.

All questions regarding this RFP should be submitted in writing and must be received not later than ten (10) business days prior to the closing date for submittal of Proposals, addressed to:

Maureen Hansraj, Purchasing Agent
City of West Palm Beach Procurement Division
401 Clematis Street – 5th Floor / Procurement
West Palm Beach, FL 33401
E-Mail: mhansraj@wpb.org
Fax: (561) 822-1564

Contact regarding this RFP with the Mayor, any City Commissioner, officer or employee, other than the Procurement Division, is grounds for disqualification.

3. Submittal

Time is of the essence and any Proposals received after 3:00 p.m., EST, Monday, August 22, 2011, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposers are responsible for ensuring that their proposal is clocked as received by the deadline indicated. Details regarding submittal of proposals are contained in the next section of this RFP. Proposals shall comply with the requirements of this RFP.

4. Evaluation

The City may assemble an Evaluation Committee to evaluate the Proposals from Proposers who meet the Minimum Requirements. The Evaluation Committee will convene for a public meeting to rank the most advantageous proposal(s) meeting all the needs of the City and make a recommendation for contract award(s). The Procurement Official will notify all submitting Proposers and advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project.

- a. Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.
- b. At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. The Selection Committee may address questions to and request clarification from the proposers in attendance. Proposers in attendance will be given a brief opportunity to address the Selection Committee prior to the ranking, but no formal presentations shall be made. This requirement is at the sole discretion of the City.

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

1. PURPOSE

The City of West Palm Beach is soliciting Request for Proposals from experienced and qualified firms (Proposers) to provide a Time and Attendance Systems.

2. MINIMUM QUALIFICATIONS

Each Proposer must satisfy the following Minimum Requirements to be considered for this solicitation.

Item	Criteria	Minimum Requirements
1.	Experience	Five years of experience with at least three similar Government completed assignments. The staff assigned to review a specific expense must have completed at least three (3) similar projects consisting of browser based solution.
2.	Past Performance	Must have Government experience in Florida.
3.	Capacity	Must include specific information on implementations along with budget, time frame, delays and lessons learned.
4.	Representation and Disclosures	Respondent can provide all required representations and disclosures.
5.	Signature	Proposal is signed by an officer authorized to bind the firm.
6.	Timely Receipt	Proposal received in the Procurement Division on or before the due date and time.

3. EVALUATION FACTORS

An Advisory Committee may be established to review and evaluate all responsive proposals, taking into consideration the evaluation factors set forth below:

1.	Responsiveness of the proposal related to the scope of work.
2.	Experience and qualifications of the business and individual members of the business in accomplishing similar services.
3.	Ability, capacity, and skill of the respondent to provide the solution associated with the implementation on a timely basis and within budget.
4.	Functionality of proposed solution.
5.	Fee Schedule.
6.	Responses of the client references.
7.	Time entry/data collection options
8.	Such other information as may be required or secured.

4. Contract

The Procurement Official will notify the Proposer with whom the City will negotiate a contract pursuant to this RFP. Scope, deliverables, schedule and payment terms may be further negotiated. The City's standard contract form is included in this RFP and will generally not be negotiated. However, if the selected proposal identified concerns regarding specific contract terms, the City may agree to negotiate the identified terms. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked proposer.

Within 7 days of receipt of the City's contract, the selected Proposer must execute the City's contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Proposer or proposal to not be in the best interest of the City, and the City may proceed to negotiate with the next best Proposer.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

The contractor(s) shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the City.

In the event the City does not opt to renew the Contract as stated above; or the City and Contractor(s) are unable to reconfirm or renegotiate unit rates for another year, the City shall have the option of extending this Contract at the current rates, one month at a time, not to exceed six months total.

The City may issue written addenda regarding this RFP to all registered Proposers to clarify, comment, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline for Proposals.

The City may require additional information from one or more Proposers to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Proposer and any team members.

The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of City for the project or study.

All Proposals shall become the property of the City and is a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Proposer, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This RFP is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and Contractors. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

It is the intent of the City to select a single Proposer to supply the services necessary for successful completion of the services/work defined in this RFP. Nothing in this RFP is intended to restrict the City of West Palm Beach in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

All costs incurred by any party in responding to this RFP are the sole responsibility of the Proposer.

5. Lobbying Prohibited

As to any matter relating to this RFP, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team.

The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

6. Records

The proposer(s) awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees local place of business to the City for purposes of inspection, reproduction, and audit without restriction. If records are unavailable locally, it shall be the Proposer's responsibility to insure that all required records are provided to the City at the Proposer's expense.

7. Protection of Property

The successful contractor(s) shall guard against damage or loss to the property of the City or of other contractors or sub-contractors and, shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement, or replacement for loss or damage to property through negligence of the successful contractor(s) or their agents. The contractor(s) shall be responsible to safeguard all of their property such as tools and equipment while on site. The City will not be held responsible for any loss of contractor property due to theft or vandalism.

8. Damage to Persons or Property

The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the Contractor(s), and he/she shall save the City and political unit thereof harmless from all claims made on account of such damages.

9. Safety

All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract.

10. Protest Procedures

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

The City's determination of the proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

11. Representations by Submittal of Proposals

By submitting a Proposal, an interested Proposer warrants, represents and declares that:

- a.** Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
- b.** The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- c.** The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

- d.** By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- e.** Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months
- f.** Following the date of being placed on the convicted vendor list. Proposer certifies that submittal of its proposal does not violate this statute.
- g.** Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

GENERAL TERMS AND CONDITIONS

1. Lobbying Prohibited

As to any matter relating to this RFP, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team.

The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

2. Ethics Requirements.

No Proposer may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

3. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

4. Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

5. Non-discrimination

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

6. Rights and Privileges; No Assignment

The selected proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

7. Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP.

8. City as Gatekeeper of Documents

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the respondent/proposer should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

9. Right to Contract for similar/additional services.

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

10. Ownership of Documents

The City shall have full ownership and the right to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

11. Proposal

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

12. Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this

provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

13. Disclosures and Disclaimers

This Request for Proposals (“RFP”) is being issued by the City of West Palm Beach (hereinafter known as “City”). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as “Proposer”).

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer’s affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer’s own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right /to make any final determination of the applicability of the Public Records Law.

14. Florida Prompt Payment Act:

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

2. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
3. the amount due, applicable discount(s), and the terms thereof;
4. the full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
5. the Purchase Order or Contract number as supplied by the City; and
6. an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of West Palm Beach, 401 Clematis Street, P.O. Box 3366, West Palm Beach, Florida, 33402.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that

those requirements have been complied with.

7. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

SPECIAL TERMS AND CONDITIONS

1. CONTRACT AGREEMENT/COMPENSATION

The fee for the services to be rendered will be negotiated with the Proposers selected and the successful proposers will be required to enter into a formal agreement with the City of West Palm Beach. At all times during the term of the contract, the successful proposers shall act as an independent Contractor and at no time shall be considered an agent or partner of the CITY.

The Firm agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option. Firm agrees and understands that a specific scope or project may require coordination with another firm or firms and further agrees that the utmost professionalism will be exemplified at all times.

The CITY reserves the right to delete or amend any of the services as listed and described herein.

2. TERM OF CONTRACT

The initial contract term shall commence upon final execution of the agreement and shall be for a minimum one (1) year period. The CITY reserves the right to extend the contract for two (2) additional one (1) year term(s) providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. Renewal will be based on performance. The CITY may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

Renewal(s) will be the obligations of the CITY under this Agreement and are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of West Palm Beach. The CITY need not include a funding out clause in the contract to avail itself of such legal right.

3. PRIME PROPOSERS RESPONSIBILITIES

Each proposer is required, before submitting their proposal, to carefully examine the proposal requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the proposer will in no way relieve the proposer of any of the obligations and responsibilities which are a part of this RFP.

The successful proposers will be required to assume responsibility for all services offered in his proposal whether or not he provides them. Further, the City will consider the selected proposers to be the sole point of contact with regard to contractual matters.

4. CONTRACT

The Procurement Official will notify the Proposer with whom the City will negotiate a contract pursuant to this RFP. Scope, deliverables, schedule and payment terms may be further negotiated. The City's standard contract form is included in this RFP and will generally not be negotiated. However, if the selected proposal identified concerns regarding specific contract terms, the City may agree to negotiate the identified terms. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked proposer. (notice of intent to negotiate)

Within 7 days of receipt of notice of intent to award a contract, a Proposer must execute the City's contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Proposer or proposal to not be in the best interest of the City, and the City may proceed to negotiate with the next best Proposer.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

In the event the City desires Proposer's services beyond the design criteria phase, the parties shall execute an amendment to the Contract, for the additional phases of service. Such amendment shall contain the terms and conditions of City's standard contract for professional services. A copy of this form is available upon request.

5. TERMINATION

The Agreement may be terminated by the City at any time, with or without cause. In the event the Agreement is terminated as provided herein, the firm shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

6. INSURANCE REQUIREMENTS

The awarded Proposer(s) shall obtain and maintain in force at all times during the term of the Agreement derived from this RFP, insurance coverage pertaining to Professional Liability, Property Damage and Workers Compensation in the following types and amounts:

- A. **LIABILITY INSURANCE:** Firm to supply the City of West Palm Beach and the City with certificates of insurance evidencing liability coverage as follows:
 - 1. Professional Liability – Minimum \$1,000,000.00 limit.
 - 2. Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 - 3. Automobile Liability – Minimum \$1,000,000.00 limit.

The City of West Palm Beach and the City are to be named as "Additional Insured" with respect to General Liability.

- B. **WORKER'S COMPENSATION INSURANCE:** The firm shall furnish the City with certificates showing that all its employees connected with the management operations are protected under workers compensation insurance with statutory limits including employers' liability coverage.

During the life of the Agreement, the successful proposers shall procure and maintain all insurance listed above. Proof of insurance is required before the Agreement is signed. It shall be the responsibility of the successful proposers to ensure that all subcontractors comply with all of the insurance requirements.

7. AWARD

Contract award shall be made the responsible Proposer whose proposal is determined to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in this RFP. No

other factors or criteria shall be used in the evaluation. The recommendation and ranking by the Selection Committee shall be approved by the Procurement Official. The Procurement Official may:

- a) Approve the recommendation of the Selection Committee and proceed with the award;
- b) Reject the recommendation of the Selection Committee and instruct the Selection Committee to re-evaluate and make further recommendations;
- c) Reject all proposals in reissue the RFP;
- d) The City also reserves the right:
 - to award multiple contracts among those submitting a proposal;
 - to issue or not reissue a subsequent Requests for Proposals;
 - not to select a candidate from those submitting a proposal;
 - not to negotiate a contract for any part of the work; and
 - to approve, disapprove, or cancel any or all work to be undertaken.
- e) In this RFP Process, the award decision will be made by the City and the City's decision shall be final.

Formal presentation by the proposers may be made before the City staff. The selection will be based on the City's determination of the most advantageous proposal meeting all the needs of the City. The City also reserves the right to reject all proposals if it is deemed in the best interest of the City to do so. Agreement negotiation will take place with the City staff and if a suitable contractual arrangement cannot be made, negotiations will commence with another choice or, the City may, at its sole option, withdraw this RFP. All decisions of the City are final.

8. NEGOTIATIONS

The Selection Committee, Procurement Official or selected qualified staff will conduct negotiations with the first ranked firm as determined by the Selection Committee. Negotiations are held to promote understanding of the City's requirements and facilitate arriving at a contract that will be most advantageous to the City taking into consideration price and the other factors set forth in the RFP.

If a satisfactory contract cannot be negotiated with the recommended proposer, negotiations may then be started with the first alternate proposer.

9. ADDENDA REGISTRATION:

Each Proposer is requested to **register** with the Procurement Official in order to receive any addenda to this RFP. Please complete the Registration form attached as **Attachment A**, and fax or mail to the Procurement Official at the address noted below on or before **5:00 p.m., Tuesday, February 8, 2011**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City. If registering on-line, please verify that your information is correct prior to downloading this RFP, as that information on the Planholder List is also used to send out addenda notifications.

Maureen Hansraj, Purchasing Agent
401 Clematis Street. 5th Floor
West Palm Beach, FL 33401
Office: 561-822-2109
Fax: 561-822-1564

10. CONTRACT AGREEMENT/COMPENSATION

The fee for the services to be rendered will be negotiated with the firm selected and the successful Proposer will be required to enter into a formal agreement with the City of West Palm Beach. At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

The City reserves the right to delete or amend any of the services as listed and described herein.

11. TERMINATION

The Contract may be terminated by the City at any time, with or without cause. In the event the Contract is terminated as provided herein, the Contractor shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

12. PRIOR OR PENDING LITIGATION

The Proposer shall disclose in their submittal, including proposed sub firms, the following:

Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or sub firms is or has been involved within the last three (3) years.

13. JOINT VENTURES AND PARTNERSHIPS

Joint Ventures and partnerships shall not be accepted by the City as either prime vendors or sub vendors for purposes of contract award under this RFP.

END OF RFP

ATTACHMENTS A – F

A. ADDENDA REGISTRATION FORM

B. PROPOSERS' INFORMATION

C. PROPOSERS' REFERENCES

D. FEE SCHEDULE

E. ALTERNATE PROPOSAL

F. REPRESENTATION AND DISCLOSURE

ATTACHMENT A
ADDENDA REGISTRATION FORM
RFP 10-11-131, Time and Attendance Systems

Proposers shall complete and return this form to the Procurement Official prior **5:00 P.M. EST August 4, 2011, in order to receive any addenda(s) issued for this RFP.**

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

**ATTACHMENT B
PROPOSER INFORMATION**

Company Name: _____ FEIN: _____ - _____

State of Incorporation: Attach copy of Letter of Incorporation and/or evidence of authorization to do business in Florida

Address: _____

Street

City

State

Zip Code

Telephone: _____ Fax: _____

Principal Contact Person & Title: _____

Contact Telephone Number: _____ Fax: _____

E-Mail Address: _____

Number of Years Company in Business: _____ years. Total Number of Employees: _____

Office Location which would service account:

Address: _____

Street

City

State

Zip Code

Contact Name: _____

Print name and Title

Cell Phone: _____ Fax: _____

E-Mail Address: _____ Tel: _____

Total Number of Employees at this location: _____

**ATTACHMENT C
PROPOSER REFERENCES**

PROPOSER: _____

List references for similar Time and Attendance Systems implementations provided within the last three (3) years:

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

**ATTACHMENT D
FEE SCHEDULE**

Proposer shall provide a Fee Schedule Based on the following and include on a separate sheet any cost that is not represented here that is required and clearly mark those costs/features that are optional for the system and those that are required. In the event, there is no cost listed, the City will interpret those costs to be included.

Section A. Solution Components

<u>Description:</u>	<u>Cost:</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Section B. Proposed Time Entry/Data Collection

<u>Description:</u>	<u>Cost:</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

NOTE:

Proposer may propose their pricing schedule based on the above or submit an alternate proposal after responding to our initial request. If there is travel involved, it will only be paid at the rates and schedule of the City of West Palm Beach. The travel policy is available upon request.

ATTACHMENT E
ALTERNATE PROPOSAL
FEE SCHEDULE

Proposer shall provide a Fee Schedule Based on the following and include on a separate sheet any cost that is not represented here that is required and clearly mark those costs/features that are optional for the system and those that are required. In the event, there is no cost listed, the City will interpret those costs to be included.

Section A. Solution Components

<u>Description:</u>	<u>Cost:</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Section B. Proposed Time Entry/Data Collection

<u>Description:</u>	<u>Cost:</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

NOTE:

Proposer may propose their pricing schedule based on the above or submit an alternate proposal after responding to our initial request. If there is travel involved, it will only be paid at the rates and schedule of the City of West Palm Beach. The travel policy is available upon request.

**ATTACHMENT F
REPRESENTATIONS
AND DISCLOSURE**

RFP No: _____

STATE OF _____ }

} SS:

COUNTY OF _____ }

I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer.

Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.

Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the proposer may suffer from the disclosure of Proposal information to third parties.

I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. **Conflict of Interest:** There are no actual, apparent or potential conflicts of interest with Proposer or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
2. **Good Faith:** Submittal of Proposer’s Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
3. **Financial:** Proposer has not filed for bankruptcy in the past five (5) years. A Statement of solvency and Financial capability must be submitted.
4. **Criminal:** Proposer certifies that neither Proposer nor any of Proposer’s principals have been convicted of or indicted for a felony or fraud.
5. **Procurement:** Proposer certifies that proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.
6. **No Contingency:** Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.

7. **Truth In Negotiation:** Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wages rates or due to inaccurate representations of fees paid to Sub-Contractors.

8. **Use of Funds:** Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 8 statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2011____

by _____ (*name*) as _____ (*title*)

of

_____ (*Proposer firm*), and who is personally known to me

or produced _____

as identification.

Notary Public

Notary Stamp:

In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.