

**GALVESTON COUNTY  
PURCHASING DEPARTMENT**



**REQUEST FOR PROPOSAL**

**RFP #B161031**

**EMPLOYEE TIME AND ATTENDANCE SYSTEM**

**RFP DUE DATE: 11/14/2016**

**2:00 P.M. CST**

*Rufus Crowder, CPPO, CPPB  
Purchasing Agent  
Galveston County  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5372*



RFP #B161031  
OPEN: 11/14/2016  
TIME: 2:00 P.M.

## **REQUEST FOR PROPOSAL EMPLOYEE TIME AND ATTENDANCE SYSTEM GALVESTON COUNTY, TEXAS**

Sealed proposals in sets of **eight (8), one (1) original and seven (7) copies**, will be received in the office of the Galveston County Purchasing Agent **until 2:00 P.M. CST, on Monday, November 14, 2016** and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed proposals are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. **The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:00 P.M. on the specified date will be returned unopened.**

**Purpose:**

Galveston County Information Technology Department is seeking to select a software, hardware and professional services vendor to provide Galveston County with a computerized time and attendance management system that will allow recording of employee time, leave processing, and feeding time & attendance data to the existing County's SunGuard OneSolution financial system.

All proposals must be marked on the outside of the envelope:

**RFP #B161031 EMPLOYEE TIME AND ATTENDANCE SYSTEM**

Proposers name, return address, and the enclosed label should be prominently displayed on the proposal package for identification purposes.

Specifications can be obtained on application at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas, 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/pu/Pages/BidListings.aspx>.

Proposal prices shall be either lump sum or unit prices as shown on proposal bid sheets, if applicable. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be included in proposal pricing.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), contractor shall be paid via Galveston County's normal accounts payable process.

**Bonding Requirements:**

No bond is required with this Request for Proposal.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all proposals, and to accept the proposal which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

## EMPLOYEE TIME AND ATTENDANCE SYSTEM GALVESTON COUNTY, TEXAS

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## EMPLOYEE TIME AND ATTENDANCE SYSTEM GALVESTON COUNTY, TEXAS

### 1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all part of the proposal package. **Proposals must be submitted in sets of eight (8), one (1) original and seven (7) copies** on the forms provided by the County, including the proposal sheets completed in their entirety and signed by an authorized representative by original signature, if County forms are provided. Failure to complete and sign the proposal sheets/contract page(s) may disqualify the proposal from being considered by the Commissioners Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal and to bind the proposer to the terms of this request for proposal and proposer's response thereto. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

### 2. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics;
- E. and be otherwise qualified and eligible to receive an award.

### 3. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by mail or hand delivery and must be submitted to the Galveston County Purchasing Agent. If by delivery, the proposer must deliver to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

**Rufus Crowder, CPPO CPPB,  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550**

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions of this solicitation. Proposals must be received by the County

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Purchasing Agent on or before the deadline for the opening of the proposals. For clarity, mailing date/postmark is **not** sufficient – proposals **must be received** by the County Purchasing Agent on or before the deadline. Late proposals will not be accepted and will be returned to the proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept proposals from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reason.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purposes of this solicitation and thus shall be the determinant of whether the proposal was timely received.

**The Proposer should prominently identify the procurement number and name on the outside of the envelope/ mailing package.** A label shall be provided for this purpose and usage of the label is preferred. If the proposer fails to identify the Proposal on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal.

If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from the Purchasing Agent's mailing list.

#### 4. **COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS**

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement, **proposers are to direct all communications regarding this request for proposal to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the bid/proposal of the firm found to be in non-compliance.

**All questions regarding this Request for Proposal must be submitted in writing to:**

**Rufus Crowder, CPPO CPPB, Purchasing Agent**  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7997  
E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective proposers. No inquiries except clarification of instructions will be addressed by telephone.

Proposer is advised to carefully review this Request for Proposal - it provides specific information necessary to aid participating firms in formulating a thorough response. Proposer's failure to examine all documents shall not entitle the proposer to any relief from the conditions imposed in the Request for Proposal and the resultant contract.

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**An authorized person from the proposer must sign the proposal.** This signatory must be a person from the submitting firm who is duly authorized to tender and sign the proposal on behalf of the proposer and to bind the proposer to the terms and conditions of this request for proposal, the response, and all other terms and conditions of the contract. By this signature, the proposer further acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications herein.

### 5. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

### 6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

### 7. REJECTION OF PROPOSALS/DISQUALIFICATION

Galveston County, acting through its Commissioners' Court, reserves the right to: 1.) reject any and all proposals in whole or in part received by reason of this request for proposal, 2.) waive any informality in the proposals received, 3.) disregard the proposal of any proposer determined to be not responsible, and/or 4.) discontinue its efforts for any reason under this proposal package at any time prior to actual execution of contract by the County.

Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- a. Failure to use the proposal forms furnished by the County, if applicable;
- b. Lack of signature by an authorized representative of proposer;
- c. Failure to properly complete the proposal;
- d. Failure to meet the mandatory requirements of this request for proposal; and/or
- e. Evidence of collusion among proposers.

### 8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal (request for proposal) packet and to notify the Purchasing Department if the specifications are formulated in a manner



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that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for proposal opening. Vendors are to submit proposal as specified herein or propose an approved equal.

**9. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT**

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Proposer desires to use any substitutions, prior written approval must be obtained from the County Purchasing Agent and sufficiently in advance to the submission deadline such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder/Proposer, by submission of its bid/proposal, certifies that if awarded any portion of this procurement, the bidder/proposer will supply only material and equipment that is 100% asbestos free.

**10. EXCEPTIONS TO PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of this request for proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

**11. PRICING**

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges.

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

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**12. PROCUREMENT CARD (P-Card) PROGRAM**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method normally results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please note this in your proposal submittal.

**13. PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Vendor must be stated in Vendor's original proposal.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**14. MODIFICATION OF PROPOSALS**

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received by the County Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

**15. SIGNATURE OF PROPOSALS**

Each proposal shall give the complete mailing address of the Proposer and shall be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number

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(FEIN). Failure to sign the contract page(s) and proposal response sheets may disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

### 16. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

**“Lowest and best” means a proposal or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this

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RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

**A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.**

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, the special provisions which follow, any other specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon the terms and conditions in this RFP and the resultant contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible proposer, whose proposal complies with all the requirements in the Request for Proposal.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 36, Requirement of and Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required), have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

### 17. **DISPUTE AFTER AWARD/PROTEST**

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

### 18. **PUBLIC INFORMATION ACT (f/k/a Open Records Act)**

The proposer acknowledges that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

**If Proposer considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its proposal, the Proposer expressly affirms that it**

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has clearly and conspicuously marked any information within its submission that it considers to be confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Proposer has marked as confidential, proprietary, and/or trade secret, then the County agrees that it shall provide notice to the Proposer of the request in accordance with the provisions of the Public Information Act. These provisions require the County to initiate the request for decision process under the Public Information Act – thus, the County will submit initial correspondence to the Texas Attorney General. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its proposal, proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the proposer;** thus, proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if proposer wishes to have its information withheld from public disclosure.

**19. PROPOSER'S EMAIL ADDRESSES**

Notwithstanding the foregoing Section 18, proposer acknowledges and agrees that the confidentiality of any and all email addresses it uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and consents to the release of its email addresses.

**20. RESULTANT CONTRACT**

Proposer shall correctly and fully execute the resultant contract first – after this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, then the resultant contract shall become effective upon the Commissioners' Court execution of same. Contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

Proposer should submit a proposed contract with its proposal or its sample material terms and conditions.

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible.

**21. CONTRACT TERM**

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

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### 22. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide a written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted proposal and the contract.

### 23. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

### 24. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

## **EMPLOYEE TIME AND ATTENDANCE SYSTEM GALVESTON COUNTY, TEXAS**

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**25. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Proposals is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**26. CONTRACTOR INVESTIGATION**

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor is awarded contract as a result of its proposal submission in this procurement, the contractor's failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

**27. NO COMMITMENT BY COUNTY OF GALVESTON**

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal in response to this Request for Proposal, and does not commit the County of Galveston to procure or contract for services or supplies.

**28. PROPOSAL COSTS BORNE BY BIDDER/PROPOSER**

Galveston County shall not be liable for any costs incurred by Bidder/Proposer in preparation, production, or submission of a bid/proposal, including but not limited to the bid/proposal and best and final offer, and shall not be liable for any work performed by Bidder/Proposer prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder/Proposer by reason of attending a pre-proposal conference. Galveston County shall not be liable for any costs incurred by Bidder/Proposer by reason of the County invoking use of best and final offers.

**29. BEST AND FINAL OFFERS (BAFO)**

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the proposers as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, this allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

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**30. SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

**31. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to proposers in a written addendum from the County Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for proposal have been issued, as the successful proposer will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such amending or revising addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or those who have obtained documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five (5) business days after the last revising or amending addendum and the last revising or amendment addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

**32. PROPOSAL IDEAS AND CONCEPTS**

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

**33. PROPOSAL DISCLOSURES**

The names of those who submitted proposals will not be made public information unless in conformity with the County Purchasing Act. No pricing or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

**34. WITHDRAWAL OF PROPOSAL**

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.



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35. **INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

36. **REQUIREMENT OF AND PROOF OF INSURANCE**

The successful Proposer shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

- A. For damages arising out of bodily injury to or death of one person in any one accident :  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:  
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident :  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

**Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

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Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Proposer that the contract is being activated as written proof of such insurance and further provided that Proposer shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

**Workers' Compensation Insurance:** Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful Proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

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**37. BID/PROPOSAL GUARANTEE**

Unless specified differently within the Special Provisions of this procurement, each Proposer shall be required to submit a bid guarantee with its proposal as required within this Section.

Evidencing its firm commitment to engage in contract if Proposer is selected for award of contract, each Proposer is required to furnish with their proposal a cashier's check or an acceptable proposer's bond (in the event of requests for bids, this is called a bidder's bond/bid bond), in the amount of five percent (5%) of the total contract price. If Proposer is using a bond, then the proposer bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/proposal guarantee in the proper form and amount, by the time set for opening of bids/proposals may be cause for rejection of the bid/proposal.

The cashier's check or proposer/bid bond (as applicable) will be returned to each respective unsuccessful proposer(s) subsequent to the Commissioners Court award of contract, and shall be returned to the successful proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or proposer bond will be forfeited to the County as liquidated damages should successful proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its proposal.

**38. PERFORMANCE AND PAYMENT BONDS**

Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56<sup>th</sup> Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

- a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the

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full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for proposal is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Proposer should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

### 39. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Proposer shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Proposer also agrees that if Proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Proposer.

### 40. CONFLICT OF INTEREST DISCLOSURE REPORTING – FORM CIQ

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving, and family relationship reporting. If Proposer is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

**Business relationship.** If Proposer has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

**Gift-giving.** If Proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

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Family relationship. If Proposer has a "family relationship" with a local government officer of Galveston County then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Proposer has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

Proposer must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank 1295 Form is enclosed with this proposal. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 of the Local Government Code. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Proposer is awarded a contract.

If Proposer has any questions about compliance with Chapter 176, Proposer may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

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### FORM 1295:

#### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Blank Form 1295's may be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

#### 41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the GLO, the State, HUD, and other Federal and State entities. Further, Proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its proposal. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Proposer's proposal and is a mandatory requirement of this RFP. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this RFP and grounds for the rejection of Proposer's proposal.**

#### 42. NON-COLLUSION AFFIDAVIT

Proposer certifies, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal or that anyone

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shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**A blank Non-Collusion Affidavit is included with this proposal packet. Proposer must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its proposal. This is a mandatory requirement of this RFP. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its proposal shall be considered non-compliance with the requirements of this RFP by the Proposer and grounds for the rejection of Proposer's submission.**

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

**43. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**44. CONTROLLING LAW AND VENUE**

Proposer acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue for any action shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

**45. MERGERS, ACQUISITIONS**

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County:

- a.) Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- b.) New Proposer's Federal Identification Number (FEIN); and
- c.) New Proposer's proposed operating plans.

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Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**46. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**47. ACCURACY OF DATA**

Information and data provided through this Request for Proposal are believed to be reasonably accurate.

**48. SUBCONTRACTING/ASSIGNMENT**

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

**49. INDEPENDENT CONTRACTOR**

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

**50. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

**51. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to



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tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

### **CODE OF ETHICS – Statement of Purchasing Policy**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

### **General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement:
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; and/or
- Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

### **Gratuities**

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

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application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or contract or subcontract, or to any solicitation or bid/proposal pending before this government.

### **Kickbacks**

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a subcontract or order.

### **Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

### **Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

### **Prohibition against Contingent Fees**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

### **Representation**

Proposer represents and warrants, by signing and submitting its proposal, that it has not retained anyone in violation of this section prohibiting contingent fees.

### **Contract Clause**

The representation prescribed above shall be conspicuously set forth in every contract and solicitation therefor.

## **52. SUBJECT TO APPROPRIATION OF FUNDS**

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

## EMPLOYEE TIME AND ATTENDANCE SYSTEM GALVESTON COUNTY, TEXAS

### 53. NON-DISCRIMINATION

- a. Equal Employment Opportunity. Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Proposer will include the provisions herein in every subcontract or purchase order unless exempted.

- b. Drug Free Work Place Act. Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- c. Americans with Disabilities Act. Proposer shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.
- d. OSHA Regulations. Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. Compliance with Immigration Laws and use of E-Verify. Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

## EMPLOYEE TIME AND ATTENDANCE SYSTEM GALVESTON COUNTY, TEXAS

**54. RECORD RETENTION AND RIGHT TO AUDIT**

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Proposer shall allow the County reasonable access to the records in Proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Proposer shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract

**55. TITLE VI ASSURANCES/TxDOT**

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination.** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so

## EMPLOYEE TIME AND ATTENDANCE SYSTEM GALVESTON COUNTY, TEXAS

certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
56. **SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT**  
Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies by the submission of its proposal that Proposer, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the RFP and that all such persons are current in child support payments.
57. **ANTITRUST**  
Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its proposal, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.
58. **LABOR STANDARDS**  
Proposer acknowledges that the contract to be awarded pursuant to this RFP is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-

## EMPLOYEE TIME AND ATTENDANCE SYSTEM GALVESTON COUNTY, TEXAS

Kickback” Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal Employment Opportunity”, Copeland “Anti-Kickback” Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

**59. ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners’ Court.

**60. NOTICE**

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Proposer shall provide its notice information with its proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when received for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:  
Hon. Mark Henry,  
County Judge of Galveston County  
722 Moody, Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

With copies to:  
Rufus Crowder, CPPO CPPB,  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7997  
To the Contractor at:

Robert Boemer, Director,  
Galveston County Legal Department  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 770-5560

**RFP #B161031**  
**OPEN: 11/14/2016**  
**TIME: 2:00 P.M.**

**EMPLOYEE TIME AND ATTENDANCE SYSTEM  
GALVESTON COUNTY, TEXAS**

(Proposer to provide its contact name, address, and facsimile number for notice hereunder.)

RFP #: B161031  
OPEN: 11/14/2016  
TIME: 2:00 P.M.

**SPECIAL PROVISIONS  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
GALVESTON COUNTY, TEXAS**

The Special Provisions section of this Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

**PURPOSE:**

Galveston County Information Technology Department is seeking to select a software, hardware and professional services vendor to provide Galveston County with a computerized time and attendance management system that will allow recording of employee time, leave processing, and feeding time & attendance data to the County's existing SunGard OneSolution financial system.

The County is most interested in a single software package that addresses all of the requirements outlined in this RFP. The County will also consider multiple software packages from a single proposer, provided that they integrate seamlessly and do not require duplicate data entry between the various modules outlined in this RFP.

Any software proposed must not only replace existing functionality, but greatly improve usage and productivity around time management and reporting activities. Furthermore; it must be user friendly and have an automated built-in interface to County's SunGard OneSolution financial system for imports and exports of data. As part of time management functionality leave processing is also needed.

Proposers must provide professional services to implement the proposed application software modules. These services, which are outlined in detail in this RFP, include software delivery installation and configuration, project management, documentation, training, software maintenance and support services. The vendor should indicate which of these services would require County staff. The expected resource commitment should be outlined in the Implementation Plan.

As part of this RFP, the County also requests proposals for a complete turnkey system, including the recommendation for the appropriate server hardware, operating systems software, database licensing requirements, and other system utilities required to operate the proposal application. The County reserves the right to enter into an agreement to implement the selected proposer's application software without purchasing the hardware as part of the final contract. Proposals for hardware only will not be accepted as part of the RFP.

Galveston County staff at the following locations will manage the system: (Employees from the entire county will use it.)

Galveston County Information Technology Department  
722 Moody (21<sup>st</sup> Street), Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550

**BID GUARANTEE:**

A bid bond is not a requirement of this bid request.



**PERFORMANCE AND PAYMENT BONDS:**

Performance and Payment bonds are not a requirement of this bid request.

**BACKGROUND:**

**A. INTRODUCTION TO GALVESTON COUNTY**

Galveston County encompasses a 450-square-mile area located on the Gulf Coast of Texas and bounded by the Gulf of Mexico on the southeast. The county seat, is located on Galveston Island, at roughly the geographical center of the county. The County is comprised of the mainland, Galveston Bay, and Galveston Island with a population of approximately 322,225.

The tracking of finance and administration are core operations for Galveston County. The core entities responsible for these activities consists of the following departments: Auditor's Office, Purchasing Department, Treasurer's Office, Human Resources, Professional Service, and Information Technology Finance Support Team.

**B. DISTRIBUTION OF OFFICE STAFF**

Galveston County staff size is approximately 1,300 year round employees, but can expand during election and summer including part time election and seasonal workers.

**C. OVERVIEW OF THE EXISTING SYSTEMS**

These applications / procedures will be replaced with new system functionality:

Time Entry: Accomplished by diverse means: Most county employees with regular computer access use various versions of in-house built applications to enter their time. Many employees turn in paper timesheets; which are entered into an official time keeping spread sheet by a departmental timekeeper and submitted to payroll staff for import into the finance system. Sheriff's departments utilizes GHG time keeping system with custom imports/exports into the finance system.

Leave management: Many departments have paper-based workflow, some coordinate using team Outlook calendars, and some are tracked manually. FTO balances and such, however, are maintained in SunGard OneSolution Finance System, payroll module.

**D. OVERVIEW OF THE REMAINING SYSTEMS**

These will stay in place and need to work with new Time & Attendance system:

SunGard: ONESolution Finance System utilizing Finance, Payroll and HR modules. This system contains master HR employee data and is used to process payroll for Galveston County employees.

Hyland: OnBase an enterprise content management systems for document capture, storage and retention.

**REQUIREMENTS:**

Galveston County is seeking to purchase a "Hosted" or "Non-Hosted" Time and Attendance System which must integrate with the County's SunGard OneSolution financial system. The proposed system must be one that has been installed in a similar government environment of similar size and complexity as Galveston County. The County is also seeking implementation and support services for the selected application(s) and time collection devices/ hardware.

**A. References**

- Must provide examples where system is currently used in a live environment to interface with SunGard OneSolution financial system.

- There is a preference for systems that have been installed and successfully used in governmental and law enforcement entities of similar size and operation as Galveston County.

**B. Technology**

- Capitalize on technology to improve efficiencies
- User-friendly interface(s)
- Flexible and integrated system(s) to support all functions related to complete life cycle of automated time and attendance tasks
- Automated built-in import/export functionality specifically designed to interface with SunGard OneSolution financial system
- Automated built-in import/export functionality must be maintained and guaranteed to function with future upgrades/enhancements releases of both the SunGard OneSolution financial system and vendors time and attendance system
- Operate in in a Microsoft SQL Server Database environment utilizing Microsoft SQL Server 2008 R2 or newer.
- System must be scalable, allowing for the installation of a central core database system to which departments may be added in the future
- Configurable to: collect time clock data; perform nightly database backups; check/update terminal time daily (if necessary) and discard/archive time clock data
- designed to meet minimum application performance standards ensuring that all inquiry and update transactions will be completed within a reasonable response time (i.e.: less than three (3) seconds) when implemented on the defined hardware configuration

**C. Workflow**

- Automate business rules and workflow processes to be event-driven, as appropriate
- Extend across departments and work units with electronic notifications and routing, to ensure ongoing data accuracy and compliance with eligibility rules
- Provide multiple levels of supervisory approval with a workflow based oversight of groups and sub-groups within organization(s)

**D. Compliance**

The system must comply with the following:

- Fair Labor Standards Act
- Texas State Statues and Regulation
- Galveston County payroll policies and procedures

**E. Security and Audit Statistics**

- Complete change history for audit trails and performance statistics
- Configurable user based security to control access to specific departments, groups, and levels of specific employee and departmental information
- Provide a detailed audit trail whereby Payroll management and Audit staff may track attendance records and changes related to any individual or group timekeeping records

**F. Reporting and Data Import/Export**

- System needs to generate and schedule recurring reports
- Allow for ad-hoc reporting for timely response to research and analysis needs
- Allow the SunGard OneSolution financial system to automatically feed information into the time and attendance system each pay period, pertaining to employee records, leave accruals, job or pay codes and pay rates

- System must feedback to SunGard OneSolution financial system, each pay period, all Time and Attendance records as approved by both Departmental Supervision and the Payroll Department
- System(s) must allow for batch and on-demand printing of special forms, such as individual time sheets & history reports, with user-defined selection criteria and print data

**G. Data Retention/Inquiry**

- System(s) need to retain historic data, including changes throughout system(s), for unlimited number of years,
- Need ability to control and release data separately for county departmental inquiries

**H. Functionality**

Functions include, but are not limited to the following:

- Support various methods of collecting time to facilitate employee attendance tracking, i.e.: time clocks, various peripheral devices, and PC time recording applications
- Time entry maintenance functions allowing supervisors and administrators to setup employees, configure pay types, shift and overtime rate qualification, follow compliance rules, and maintain consistency within the pre-payroll process
- Leave processing functions to allow employees to request and track various types of time off according to county and department rules. These are guided and approved by administration, with master balances maintained in county SunGard OneSolution financial system payroll module
- Allow employees and supervision to enter multiple pay or job codes during the work day. The pay or job codes must have a relation to the same pay or job codes defined in the SunGard OneSolution financial system.
- Provide for Time and Attendance tracking of employees on multiple shifts with pay differentials or premiums
- Provide different pay rates for each employee based on pay/job code

**I. Access Requirements**

- Access to the Time & Attendance System be provided on a 24X7 basis
- The hardware and software used to support the Time & Attendance System must be designed to minimize downtime and with adequate redundancy and failover capabilities to automatically recover from potential system problems
- Clock terminals must be able to continue to collect employee time punches in the event clock terminals can no longer communicate with the database server and retain this information until communication is restored between the clock terminals and the database server
- Must have the ability to track location of mobile time collection

**J. Other Considerations**

- Galveston County desires a software purchase and annual support/maintenance agreement that will include future support and upgrades of the proposed system so as not being required to "rebuy" the entire product in the future
- Due to the critical nature of the time and attendance system Galveston County requires a Service Level Agreement (SLA) with stated response time(s) in order to ensure appropriate support for 24/7 operations and integration with our SunGard OneSolution Financial Software – payroll module
- Installation, configuration and testing of required Interface to the County's SunGard OneSolution financial system Payroll/Human Resources modules (installation & Testing of this payroll interface to occur on non-payroll week)
- Comprehensive on-line & hard copy user help, system administration and technical documentation manuals

- Provide thorough, effective training of County staff including end users, systems administrators and technical staff
- Galveston County intends to maintain a test environment in addition to a production environment of the selected system.

### **PROPOSAL SUBMISSION REQUIREMENTS:**

This section outlines the information that must be included with your proposal. Vendors should review this list to ensure that their proposals include all requested information prior to submission. All proposals must contain a Table of Contents at the beginning of the proposal, which clearly outlines the content of each section.

All proposals shall be submitted on the forms provided. All blank spaces may be filled in electronically, and the form must be fully completed and signed when submitted. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.

Proposers must submit eight (8) complete hard copies, one (1) original and seven (7) copies, of their proposal and one electronic copy on a USB flash drive with PDF Sheets of the entire proposal. Proposals shall be in neat 3-ring binders in the order detailed in the Table of Contents and the below order. All documents shall be 8.5" x 11" when possible. Folded 11" x 17" drawings, connectivity diagrams or Gantt charts are acceptable. Each binder shall also include a USB flash drive with PDF sheets of the entire proposal.

#### **1. Proposal Form**

Your proposal must include a completed copy of the Galveston County Proposal Form. This form must be completed in its entirety and signed by an executive of your organization with the authorization to enter into a contract with Galveston County.

#### **2. Cost Proposal Forms**

Your cost proposal should include all items that pertain to the scope of this project as described in this RFP. Proposers should provide all necessary software modules required to satisfy the requirements of this RFP. Within this section of this proposal, you should detail the anticipated costs related to each element of this proposal. You may utilize your own format for providing cost information within your response. However, this information should also be summarized onto the Cost Summary form included in the RFP and the proposed costs contained in the Cost Summary Form should match your customized cost presentation.

As part of your cost proposal, please provide detailed information regarding your software licensing approach and requirements, including the basis for licensing (e.g., number of users, number of parcels, per module pricing, etc.) in order to provide the County a method for determining future software licensing costs as a result of implementing your system. In addition, please indicate any software licenses that must be renewed after a specific time (e.g., five year license) and the cost of such renewal. Galveston County intends to maintain a test environment in addition to a production environment of the selected system. Please indicate all software licensing costs required to support all environments and provide an example of a standard support/maintenance agreement.

- A. Proposal Sheet
- B. Line Item Details

#### **3. Introduction and Statement of Qualifications**

Vendors should include a section in their proposal that provides information regarding your company, your software products and other pertinent information that would aid the County in evaluating your capabilities. It should address the following:

- A. A restatement of the project purpose and goals to demonstrate the proposer's understanding of the project.
- B. Experience with Time & Attendance, including:
  - Name and major version of products installed
  - Number of installations
  - Size of installations (number of employees & orgs)
- C. Provide information to show your company's stability as a software company and ability to remain a solid entity.
- D. Vendor's projected reinvestment in their product. (To maintain and improve it, in order to keep it a current and robust application.)
- E. Employees within the proposer's company who will be working on this project, including professional resumes.
- F. Describe the level of technical support available to handle critical issues and on-going questions. Define the hours that support is available and the means of communications that are used.
- G. Define the processes used to publish patches and critical fixes to the software. Describe the timing and content of planned updates.
- H. Include information to describe the applicable training available and the methods and location of training. Define the training available for the application users and for technical support.
- I. Other pertinent information that would demonstrate your qualifications to perform this project.

**4. References**

Three (3) references of similar implementations. References with integration to SunGard OneSolution Financial System will be given higher consideration.

**5. Narrative Response to the Proposal (No Form Provided)**

In addition to completing the detailed proposal documents that are included with this RFP, the vendor should provide a narrative section of their proposal that addresses their approach to providing the services outlined for the project.

Proposers are encouraged to use this section of the proposal to further explain aspects of their system that cannot be adequately defined via the requirements checklists and other proposal forms. As part of this section of your proposal, some specific key system requirements have been identified which proposers should make sure are addressed in the narrative section. These key requirements include:

- A. The level of integration provided between the various modules of your proposed systems.
- B. Ability and method of integration with existing Galveston County systems.
- C. Database inquiry and reporting capabilities provided as part of your system.
- D. Level of compliance with Galveston County's standards for information technology. Proposers should provide details regarding their technology architecture (operating systems and operating system versions, programming language, database environment, etc.) and how this architecture will fit within the current Galveston County
- E. Features within your proposed system and implementation approach which you believe are unique and will provide Galveston County with a software solution that will be able to meet and exceed the requirements outlined within this RFP.
- F. Other pertinent information regarding your proposal that you believe requires further explanation or clarification.

**6. Response to Galveston County Requirements Checklist**

This section of your proposal should contain your detailed response to functional and non-functional requirements checklist. The software requirements checklists contains multiple columns. If the requirement is satisfied by the core functionality of your system, please put an x in the Core Functionality column. If the requirement will be satisfied by configuration please put an x in the Configuration column. If the requirement will be satisfied by custom development, place an x in the Customization column and enter the total dollar cost for the development in the Cost of Customization column. The Not Available column is provided to indicate functionality that is not available in your system. There is also a column for Comments where you may provide further clarification regarding your responses to the requirement.

**7. Proposed Project Planning (No Form Provided)**

Proposers must submit detailed plans stating how they intend to perform the services required and identify an initial schedule (including tasks, milestones, estimated timetable and costs, including travel costs) for the project.

- A. Scope of Work
- B. Identify milestone dates
- C. Identify key deliverables
- D. Identify potential Risks/implementation issues (interface needs, functional requirements, gap analysis, etc)
- E. Recommendation for the infrastructure, network, and hardware required to run the proposed system that will accommodate current and anticipated future functionality
- F. Detailed Implementation Plan
- G. Describe services required or proposed to coordinate tasks outlined
- H. Recommended options to efficiently capture individual employee time worked
- I. Proposed Training and Technical Support

**8. Minimum/Recommended Hardware Requirement**

Proposers must provide hardware configuration recommendations based upon product requirements, size of user base, integration with other systems described in the RFP, and other considerations as applicable. If specific hardware items are proprietary or must be specifically configured to operate your application software, please indicate this information within your response.

**9. Contracts**

- A. Proposed Contract
- B. Proposed Maintenance and Support Agreement
- C. Proposed Service Level Agreement (SLA)

**10. County Required Forms**

- A. Vendor Qualification Packet
- B. Debarment Certification Form
- C. Non-Collusion Affidavit

**EVALUATION OF PROPOSALS:**

All proposals will be examined by an evaluation committee consisting of members of Galveston County and other consultants.

Proposals that do not conform to the instructions given or which do not address all the services as specified in each Proposal Form may be eliminated from consideration. The County of Galveston, however, reserves the right to accept such proposal if it is determined to be in the County's best interest to do so.

RFP #: B161031  
OPEN: 11/14/2016  
TIME: 2:00 P.M.

The County of Galveston may initiate discussions with proposers. Discussions may not be initiated by proposers. The County of Galveston expects to conduct discussions with proposer personnel authorized to contractually obligate the proposer with an offer. Proposers shall not contact any County of Galveston personnel during the RFP process without the express permission from the County's Purchasing Agent. The County of Galveston Purchasing Agent may disqualify any proposer who has made site visits, contacted County of Galveston personnel or distributed any literature without authorization from the Purchasing Agent during this solicitation process.

Potentially selected proposers may be expected to make a presentation to the evaluation committee. Proposer presentations may develop into negotiating sessions with the successful proposer(s) if selected by the evaluation committee. If the County of Galveston is unable to agree to contract terms, the County reserves the right to terminate contract negotiations with that proposer and initiate negotiations with another proposer.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the Galveston County Purchasing Agent. All presentations and/or meetings between the County of Galveston and the proposer relating to this RFP shall be coordinated by the Galveston County Purchasing Agent.

No award can be made until the Galveston County Purchasing Agent makes a presentation to the Galveston County Commissioners Court.

Submission of a proposal implies the proposer's acceptance of the evaluation criteria and proposer recognition that subjective judgments must be made by the evaluating committee.

This RFP in no manner obligates the County to eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a Contract. Progress toward this end is solely at the discretion of the Galveston County Commissioners Court and may be terminated at any time prior to the signing of the contract. Proposer agrees that entering into negotiations with proposer does not create any contract and/or property right whatsoever and/or any representation or expectation that negotiations will be successfully completed and that a contract will be awarded to proposer. The determination to enter into a contract is solely at the discretion of the Galveston County Commissioners' Court.

Quantities listed are to be considered as approximate and will be used only for comparison of proposals. Payment to Contractor will be made only for actual quantities of Work performed or materials furnished in accordance with Contract and it is understood that quantities may be increased or decreased. No change in quantities shall alter unit prices for such materials or services.

#### **EVALUATION PROCEDURES AND CRITERIA FOR AWARD:**

The Evaluation Committee will consider the most cost productive, efficient and effective proposal. **While the County of Galveston appreciates a brief straight forward and concise response, the proposer must fully understand that the evaluation is based on the information provided.** Accuracy and completeness are essential. Omissions, ambiguous, or equivocal statements may be construed against the proposer. Proposal responses may be incorporated into any contract that results from this RFP, and proposers are cautioned not to make claims or statements that they are not prepared to commit to contractually. Failure of the proposer to meet such claims will result in a requirement that the proposer provide the resources necessary to meet the submitted claims.

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. In awarding the Contract, the review team may take into consideration the proposer's skill, capacity, experience, support capabilities, previous work record, costs, the necessity of prompt and efficient completion of work described in

the proposal documents, or other factors considered relevant. The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated on pages 4-5 of the General Provisions, Item 15, Award of Proposals – Evaluation Criteria and Factors.

**COST – 30%**

The Proposer shall provide pricing information relative to providing the proposed solution/system, services, and supplies as outlined herein. Included in the cost evaluation will be the total initial costs and on-going costs to the County.

**REFERENCES, QUALIFICATIONS, AND EXPERIENCE – 20%**

The proposer shall provide references and information describing the make-up and experience of the company providing the services.

The experience and other qualifications of the proposer and its project team in the area of Time & Attendance, Payroll Processing Systems and track record of successfully implementing these systems for governmental and law enforcement entities. There is a preference for systems that have been installed and successfully used in governmental and law enforcement entities of similar size and operation as Galveston County.

Must provide examples where system is currently used in a live environment to interface with SunGard OneSolution financial system.

References from persons knowledgeable of the proposer's ability to fulfill the terms of the contract.

Financial stability and years in business.

**TECHNICAL MERIT AND ABILITY TO PERFORM – 50%**

Ability of vendor to provide the most advantageous methodology, solution, services, supplies, and delivery as requested herein.

The ability of the proposer to satisfy the detailed requirements outlined in this RFP.

The ability of the proposer to satisfy the system objectives outlined in this RFP.

The ability of the proposer to have a software solution that utilizes open architecture, and has the ability to interface to other systems.

The proposed system's compliance with Galveston County technology standards.

Completeness of work plan and ability to meet the goal of substantially implementing the system within a reasonably stated time frame

**PROPOSER INTERVIEWS AND DEMONSTRATIONS:**

As part of the proposer selection process, Galveston County intends to invite selected proposers to demonstrate their proposed system and to answer questions regarding their proposal. A set of various use cases will be provided to the finalists who will be asked to demonstrate how their software solution handles these examples. Proposers, if selected as a finalist, will be required to make themselves available onsite at Galveston County for these interviews and demonstrations. The County will notify all proposers as to whether they have been selected as a finalist.



RFP #: B161031  
OPEN: 11/14/2016  
TIME: 2:00 P.M.

**QUESTIONS:**

Questions must be submitted via email no later than Monday, October 31, 2016 by 5:00 p.m. to: Rufus Crowder, CPPO CPPB, Galveston County Purchasing Agent at [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us) .

**SAMPLE CONTRACT/MATERIAL TERMS AND CONDITIONS:**

Bidder is requested to submit a sample contract for its bid material terms and conditions in the event it is awarded a contract pursuant to this procurement.

**Proposal Form 1**  
**Proposal Form**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**COUNTY OF GALVESTON, TEXAS**

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

**EXCEPTIONS** (if no exceptions are taken, state NONE):

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THE COMPANY OF: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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FEIN (TAX ID): \_\_\_\_\_

The following shall be returned with your qualification. Failure to do so may be ample cause for rejection of qualification as non- responsive. It is the responsibility of the qualifier to ensure that qualifier has received all addenda.

Items:	Confirmed (X):
1. Qualification Form	_____
2. Cost Proposal Forms	
A. Proposal Sheet	_____
B. Line Item Details	_____
3. Introduction and Statement of Qualifications	_____
4. References	_____
5. Narrative Response to Proposal	
6. Response to Galveston County Checklist	_____
7. Proposed Project Planning	_____
8. Minimum/Recommended Hardware Requirements	_____
9. Contracts	
A. Proposed Contract	_____
B. Proposed Maintenance and Support Agreement	_____
C. Proposed Service Leve Agreement (SLA)	_____
10. County Required Forms	

**Proposal Form 1**  
**Proposal Form**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**COUNTY OF GALVESTON, TEXAS**

- A. Vendor Qualification Packet \_\_\_\_\_
- B. Debarment Certification Form \_\_\_\_\_
- C. Non-Collusion Affidavit \_\_\_\_\_
- 11. Addenda, if any #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_
- 12. One (1) original and seven (7) copies of submittal \_\_\_\_\_
- 13. Electronic Copy of USB Flash Drive \_\_\_\_\_

Person to contact regarding this qualification: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Qualifier shall use this form to provide the information for notice.

- 1. Contact information for notice:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

- 2. If a copy of notice is requested, please complete below:

Name: \_\_\_\_\_

**Proposal Form 1  
Proposal Form  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
COUNTY OF GALVESTON, TEXAS**

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

- 3. If more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Qualifier to submit reference information. Qualifier shall use Proposal Form 4 and this form to provide minimum required reference information. If Qualifier wishes to provide more than the minimum, Qualifier should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

Proposal Form 4 - References who can attest to the Qualifier's capability to carry out the requirements set forth in this qualification:

References of major supplier of Qualifier who can speak to the financial capability of the Qualifier to carry out the requirements set forth in this qualification:

1. Business Name of Supplier \_\_\_\_\_

Name of Person: \_\_\_\_\_

Title of Individual within business: \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

2. Business Name of Supplier \_\_\_\_\_

Name of Person: \_\_\_\_\_

Title of Individual within business: \_\_\_\_\_

**Proposal Form 1**  
**Proposal Form**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**COUNTY OF GALVESTON, TEXAS**

Business address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

3. Business Name of Supplier \_\_\_\_\_

Name of Person: \_\_\_\_\_

Title of Individual within business: \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

*The remainder of this page intentionally left blank*

RFP #: B161031  
OPEN: 11/14/2016  
2:00 P

PROPOSAL FORM 2A

**Employee Time & Attendance System**

**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and invite to bid we submit the following:

LINE ITEM TOTAL \$ \_\_\_\_\_

OPTIONS TO RENEW No Extensions/Non-Applicable

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CORRESPONDENCE ADDRESS

\_\_\_\_\_  
REMIT ADDRESS

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**Proposal Form 2B**  
**Cost Proposal Forms - Line Item Details**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**COUNTY OF GALVESTON, TEXAS**

Description	One-Time Costs/ Licensing	Recurring Costs Maintenance & Support (2nd Year)	(3rd Year)	(4th Year)	(5th Year)	(Beyond)	Description of Support Level or other Comments
<b>Application Software</b> (List specific application modules)							
<b>TOTAL APPLICATION SOFTWARE</b>							
<b>Supporting Software Tools</b> (Specify supporting tools and software required such as Report Writer, Database Management)							
<b>TOTAL SUPPORTING SOFTWARE</b>							
<b>System Interfaces</b> (Enter costs for export and import interfaces or type "included" if an interface is included in the application software)							
<b>Data Export</b>							
<b>Data Import</b>							
<b>TOTAL SYSTEM INTERFACES</b>							

**Proposal Form 2B  
 Cost Proposal Forms - Line Item Details  
 EMPLOYEE TIME AND ATTENDANCE SYSTEM  
 COUNTY OF GALVESTON, TEXAS**

Description	One-Time Costs/ Licensing	Recurring Costs Maintenance & Support (2nd Year)	(3rd Year)	(4th Year)	(5th Year)	(Beyond)	Description of Support Level or other Comments
<b>Services</b>							
Delivery, Installation, & Configuration							
Software Modifications/Development							
Project Management							
Interface Development							
Data Migration/Conversion							
Documentation							
Training							
Travel Related Expenses							
Software Maintenance/Support (based on 5							
Other:							
<b>TOTAL SERVICES</b>							
<b>Hardware</b>							
(Include number of devices estimated)							
Hardware Costs							
Hardware Device A:							
Hardware Device B:							
Hardware Device C:							
<b>TOTAL Hardware &amp; Devices</b>							
<b>Operating Systems and Utilities</b>							
Other Operating Software Utilities							
Other Third Party Software							
Other Software or Utilities							
<b>TOTAL OS AND UTILITIES</b>							



## Proposal Form 3

### Introduction and Statement of Qualifications

# EMPLOYEE TIME AND ATTENDANCE SYSTEM

## COUNTY OF GALVESTON, TEXAS

Description	Proposer Response
Proposer Company Name	<hr/>
Address of Headquarters	<hr/>
Address of Office Responding to this RFP	<hr/>
Key Contact Person for RFP	<hr/>
Key Contact Telephone Number	<hr/>
Key Contact Facsimile Number	<hr/>
Key Contact e-mail address	<hr/>
Ownership Type (partnership, Corporation, etc)	<hr/>
Number of Years in Business	<hr/>
Number of Employees for the Company	<hr/>
Annual Revenue	<hr/>
Percent of Annual Revenue from Software Sales	<hr/>
Percent of Annual Revenue from Professional Services	<hr/>
Projected Reinvestment in Product Maintenance	<hr/>
Projected Reinvestment in Product Development and Improvements	<hr/>
Number and sizes of Governmental Organizations Currently Using (in live production) your:	
Time & Attendance System	<hr/>
Leave Management System	<hr/>
Number and sizes of Organizations Currently Using OneSolution Financial System (in live production) with your:	
Time & Attendance System	<hr/>
Leave Management System	<hr/>

**Proposal Form 3**  
**Introduction and Statement of Qualifications**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**COUNTY OF GALVESTON, TEXAS**

Restatement of the project purpose and goals to demonstrate the proposer's understanding of the project.

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Describe the level of technical support available to handle critical issues and on-going questions. Define the hours that support is available and the means of communications that are used.

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Describe the processes used to publish patches and critical fixes to the software. Describe the timing and content of planned updates.

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Describe the applicable training available and the methods and location of training. Define the training available for the application users and for technical support.

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Other pertinent information that would demonstrate your qualifications to perform this project

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References

EMPLOYEE TIME AND ATTENDANCE SYSTEM  
COUNTY OF GALVESTON, TEXAS

**Reference #1** **Response**

Reference Name \_\_\_\_\_  
Address \_\_\_\_\_

Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
e-mail address (if available) \_\_\_\_\_

Governmental Entity YES \_\_\_\_\_ NO \_\_\_\_\_

OneSolution Financial System Entity YES \_\_\_\_\_ NO \_\_\_\_\_

Payroll System used \_\_\_\_\_

Number of Employees Serviced \_\_\_\_\_

**Software Modules in Use** **Module Name** **Year Installed**

Software Modules in Use	Module Name	Year Installed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Hardware Platform:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Summary of Project:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other Pertinent Information Regarding This Reference:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References

EMPLOYEE TIME AND ATTENDANCE SYSTEM  
COUNTY OF GALVESTON, TEXAS

**Reference #2** **Response**

Reference Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 e-mail address (if available) \_\_\_\_\_

Governmental Entity YES \_\_\_\_\_ NO \_\_\_\_\_  
 OneSolution Financial System Entity YES \_\_\_\_\_ NO \_\_\_\_\_  
 Payroll System used \_\_\_\_\_  
 Number of Employees Serviced \_\_\_\_\_

**Software Modules in Use** **Module Name** **Year Installed**

Software Modules in Use	Module Name	Year Installed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Hardware Platform:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Summary of Project:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Other Pertinent Information Regarding This Reference:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

References

EMPLOYEE TIME AND ATTENDANCE SYSTEM  
COUNTY OF GALVESTON, TEXAS

**Reference #3** Response

Reference Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 e-mail address (if available) \_\_\_\_\_

Governmental Entity YES\_ \_ NO\_\_\_\_\_  
 OneSolution Financial System Entity YES\_\_\_\_\_ NO\_\_\_\_\_  
 Payroll System used \_\_\_\_\_  
 Number of Employees Serviced \_\_\_\_\_

Software Modules in Use	Module Name	Year Installed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Hardware Platform:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Summary of Project:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Other Pertinent Information Regarding This Reference:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Proposal Form 5**  
**Narrative Response to the Proposal**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**COUNTY OF GALVESTON, TEXAS**

No form provided for this requirement.

Response to this requirement should be provided in the format of the vendors choice and labeled "**Proposal Form 5 - Narrative Response to the Proposal**"

Proposers are encouraged to use this section of the proposal to further explain aspects of their system that cannot be adequately defined via the requirements checklists and other proposal forms. As part of this section of your proposal, some specific key system requirements have been identified which proposers should make sure are addressed in the narrative section. These key requirements include:

- A. The level of integration provided between the various modules of your proposed systems.
- B. Ability and method of integration with existing Galveston County systems.
- C. Database inquiry and reporting capabilities provided as part of your system.
- D. Level of compliance with Galveston County's standards for information technology. Proposers should provide details regarding their technology architecture (operating systems and operating system versions, programming language, database environment, etc.) and how this architecture will fit within the current Galveston County
- E. Features within your proposed system and implementation approach which you believe are unique and will provide Galveston County with a software solution that will be able to meet and exceed the requirements outlined within this RFP.
- F. Other pertinent information regarding your proposal that you believe requires further explanation or clarification.



**Proposal Form 6  
Requirements Checklist  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
GALVESTON COUNTY, TEXAS**

This section of the proposal is for a detailed response to functional and non-functional requirements. If the requirement is satisfied by the core functionality of your system, please put an x in the Core Functionality column. If the requirement will be satisfied by configuration please put an x in the Configuration column. If the requirement will be satisfied by custom development, place an x in the customization column and enter the total dollar cost for the development in the Cost of Customization column. The Not Available column is provided to indicate functionality that is not available in your system. There is also a column for Comments where you may provide further clarification regarding your responses to the requirement.

ID	Requirement	Core Functionality	Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
<b>1. Employee Time Entry</b>							
<b>1.A. Setup Employee</b>							
1.A.1.	Admin can add new employee with all applicable data						
1.A.2.	Admin can edit employee information						
1.A.3.	Admin needs a screen/report to confirm data matches HR & Payroll setups						
1.A.4.	Admin can save electronic (scanned) documents & tie to employee						
1.A.5.	Admin has 'comments' save areas in employee data, history & eff dated						
1.A.6.	Admin can edit balance information						
1.A.7.	Admin can associate different pay rates per different jobs for same employee						
1.A.8.	System needs to have access to employee & accrual balance data						
1.A.9.	System can load migrated employee data from SunGard OneSolution Financial System						
<b>1.B. Time Entry</b>							
1.B.1.	User can enter leave time taken as well as holidays and custom PTO						
1.B.2.	User is provided with clear field labels and easy to access help						
1.B.3.	User can see their or subordinate users current accrual balances						
1.B.4.	User can clock in/out or enter hours worked via: PC, Time clock using existing county badge, time clock using finger prints, etc.....						



**Proposal Form 6  
Requirements Checklist  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
GALVESTON COUNTY, TEXAS**

This section of the proposal is for a detailed response to functional and non-functional requirements. If the requirement is satisfied by the core functionality of your system, please put an x in the Core Functionality column. If the requirement will be satisfied by configuration please put an x in the Configuration column. If the requirement will be satisfied by custom development, place an x in the customization column and enter the total dollar cost for the development in the Cost of Customization column. The Not Available column is provided to indicate functionality that is not available in your system. There is also a column for Comments where you may provide further clarification regarding your responses to the requirement.

ID	Requirement	Core Functionality	Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
1.B.5.	User can enter time/activities via external portal (Internet Web app -outside of county Intranet)						
1.B.6.	User can attach electronic documents via external portal (Internet app -outside of county Intranet app)						
1.B.7.	User can select activity / pay type to distinguish work done						
1.B.8.	User can select configured Org & Costing (Project, Grant, Work Order, etc.) fields to book time to						
1.B.9.	User can select configured Project fields to charge time to						
1.B.10.	User can select configured customized field(s) to book hours under						
1.B.11.	User can select rate/time or flat amount pay types						
1.B.12.	User can select applicable pay rates which time entry qualifies for						
1.B.13.	User can copy previous timesheet, template, or current schedule into current timesheet						
1.B.14.	User can submit completed timesheet						
1.B.15.	User can select specific job for which work was done						
1.B.16.	User and/or Admin has the ability to enter notes for payroll processing review						
1.B.17.	Admin can assign Org or Costing fields for hours booked (with restrictions)						
1.B.18.	Admins can enter / update time entry for their Employees						
1.B.19.	Admins can submit a timesheet for their Employees						





**Proposal Form 6  
Requirements Checklist  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
GALVESTON COUNTY, TEXAS**

This section of the proposal is for a detailed response to functional and non-functional requirements. If the requirement is satisfied by the core functionality of your system, please put an x in the Core Functionality column. If the requirement will be satisfied by configuration please put an x in the Configuration column. If the requirement will be satisfied by custom development, place an x in the customization column and enter the total dollar cost for the development in the Cost of Customization column. The Not Available column is provided to indicate functionality that is not available in your system. There is also a column for Comments where you may provide further clarification regarding your responses to the requirement.

ID	Requirement	Core Functionality	Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
1.B.20.	Admins can approve (override) exceptions for their Employees						
1.B.21.	Admins can charge back (dock) hours from Employee						
1.B.22.	Admin can enter one-time or final severance type payments for emp						
1.B.23.	Admin can authorize substitutes to do above functions						
1.B.24.	Admin can approve/reject timesheets for employees in their org(s)						
1.B.25.	Admin can restrict clock in/out devices to certain employees or orgs						
1.B.26.	Admin can allow certain employees universal clock in/out access						
1.B.27.	System can calculate 'pro-rated Holiday pay'						
1.B.28.	System can select applicable pay rates for which a time entry qualifies						
1.B.29.	System can track and restrict custom allowable PTO eligibility & usage, if configured, per individual						
1.B.30.	System should detect time entry warnings & exceptions based on any/all rules & configured policies						
1.B.31.	System should report/display Time Entry warnings & exceptions to employee and corresponding admins in applicable orgs						
1.B.32.	System should prevent submission of timesheet if errors exceeding configured severity threshold exist and w/o override approval						
1.B.33.	System prevents updating of a timesheet by lower user(s) once it's approved or locked by higher admin or system						



**Proposal Form 6**  
**Requirements Checklist**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**GALVESTON COUNTY, TEXAS**

This section of the proposal is for a detailed response to functional and non-functional requirements. If the requirement is satisfied by the core functionality of your system, please put an x in the Core Functionality column. If the requirement will be satisfied by configuration please put an x in the Configuration column. If the requirement will be satisfied by custom development, place an x in the customization column and enter the total dollar cost for the development in the Cost of Customization column. The Not Available column is provided to indicate functionality that is not available in your system. There is also a column for Comments where you may provide further clarification regarding your responses to the requirement.

ID	Requirement	Core Functionality	Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
1.B.34.	System should be able to apply comp & overtime rules on daily, weekly, or bi-weekly basis						
1.B.35.	System can accept time adjusting entries to be included or excluded in overtime hours by pay code						
1.B.36.	System can accept adjustments from prior pay periods						
1.B.37.	System should be able to automatically generate configurable amount of overtime pay for shifts worked and factor in PTO						
1.B.38.	System must have ability to generate time entries for exempt (salary) employees if configured so (-> 80 hrs or flat salary \$ amt))						
1.B.39.	System must have ability to generate time entries for non-exempt (hourly) employees as if salary (-> 80 hrs)						
1.B.40.	System must keep detailed history data of all time entries so that time/hours reporting needs can be met						
1.B.41.	System must track date, time, & ID of all entries, updates, approvals or overrides made to data in the system						
1.B.42.	System can apply blended-rate overtime pay calculations						
1.B.43.	System clock in/out device will audibly notify of successful punch or not, and display appropriate success or failure message for each						



**Proposal Form 6**  
**Requirements Checklist**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**GALVESTON COUNTY, TEXAS**

This section of the proposal is for a detailed response to functional and non-functional requirements. If the requirement is satisfied by the core functionality of your system, please put an x in the Core Functionality column. If the requirement will be satisfied by configuration please put an x in the Configuration column. If the requirement will be satisfied by custom development, place an x in the customization column and enter the total dollar cost for the development in the Cost of Customization column. The Not Available column is provided to indicate functionality that is not available in your system. There is also a column for Comments where you may provide further clarification regarding your responses to the requirement.

ID	Requirement	Core Functionality	Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
1.B.44.	System mobile devices have ability to track their actual (GPS) location during usage (Geofencing)						
1.B.45.	System can use accrual balances when checking time entry errors (Such as preventing overdraw of PTO hours earned)						
<b>1.C. Time Entry Maintenance</b>							
1.C.1.	Admins can maintain their Org (Dept/Div) data						
1.C.2.	Admin can configure/maintain costing fields (Project, Grant, Work Order, etc.) and their valid values						
1.C.3.	Admin can create & maintain user defined fields and their values (Program, Site, Counselor, etc.)						
1.C.4.	Admins can maintain their GL / activity (time category) data						
1.C.5.	Admins can lock out time entry activities for any or all of their employees or Orgs as needed (ex: system updates, etc.)						
1.C.6.	Admins can configure rules in maintaining balances, paying out overage, etc.						
1.C.7.	Admin can configure how Holidays are earned (Set schedule, earned per month, given upfront, etc.)						
1.C.8.	Admins can configure desired time entry exceptions, severity, message displayed, & their triggering criteria (policy) at Org level						



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1.C.9.	PR Contact (highest level of user) can maintain security & access parameters for all lower users to orgs, screens, employees, policies, etc.						
1.C.10.	System must facilitate hierarchical control of user levels and corresponding org access & control						
1.C.11.	System must save datetime & ID of all entries, updates, deletions						
1.C.12.	System must have capability allowing user to view audit tracking and security settings						
1.C.13.	System must have capability to archive or purge audit history						
<b>1.D. Pay Type Maintenance</b>							
1.D.1.	Admins can configure pay types and allow or restrict their usage by desired / applicable job, position, org group, dept, or union						
1.D.2.	Admins can designate certain pay types as alternate payout option Ex: Overtime > Comp Time (vs \$\$)						
1.D.3.	Admins can set up various overtime rules for the system to apply (Over 40 per week, over 8 per day, over 833 per day, etc.)						
1.D.4.	Admins can designate certain pay types as supervisor controlled (added or approved?) only Ex: Overtime, Shift Rate, etc.						
1.D.5.	Admins can set up shift rate (differential) pay types Flat amount, Amount increase, and/or % rate increase to normal job rate						



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1.D.6.	Admins can set up flat rate pay types Per day, per occurrence						
1.D.7.	Admins can associate a pay type with a specific G/L (Funding Account)						
1.D.8.	Admins can designate certain pay types as split payout option Ex: Overtime > Comp Time and \$\$Pay)						
1.D.9.	Admin can configure overtime pay type formula as flat amount, amount increase to standard rate, pct increase of standard rate, or amount and pct increase to standard rate						
1.D.10.	System must be configurable to allow Super-Admin to create new pay types						
1.D.11.	System must have ability to track change history (audit of datetime & ID of all entries, updates, deletions)						
<b>1.E. Notifications</b>							
1.E.1.	Warning notification should be sent/displayed for exceeding ACA limits						
1.E.2.	Warning notification should be sent/displayed for exceeding FMLA limits						
1.E.3.	Notification sent/displayed for overtime reached						
1.E.1.	Notification sent/displayed for too many hours in a single day						
1.E.2.	Notification sent/displayed for individuals not clocked in						
1.E.3.	Notification sent/displayed and block entry after termination date						
<b>2. Leave Processing</b>							



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<b>2.A.</b>	<b>Leave Requests</b>						
2.A.1.	User needs a screen to be able to enter a request for time off						
2.A.2.	User can choose type of time off for which they qualify						
2.A.3.	User can view their own (previously entered) time off requests and statuses						
2.A.4.	User can view time off requests within their department(s), as allowed						
2.A.5.	User can view a calendar format display of all their past and future scheduled time off, including requests (approved, denied, in process)						
2.A.6.	User can submit a leave request to admin for approval						
2.A.7.	Admins can see/print their Employees leave requests						
2.A.8.	Admins can enter leave requests for their Employees with ability to attach back-up documentation						
2.A.9.	Admins can approve/deny their Employees leave requests						
2.A.10.	Admins should have calendar driven display of all past and future scheduled time off, including requests (approved, denied, in process) for their entire corresponding Org(s)						
2.A.11.	Admins can see / print employee leave statistics reports						
2.A.12.	Admins can designate substitutes for above functions						
2.A.13.	Admin can run report listing employees on various/specific leave statuses, including their timesheet entries, with configurable date ranges						



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ID	Requirement	Core Functionality	Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
2.A.14.	System can determine if time off for requests requiring sufficient accrued balance are viable						
2.A.15.	System must track datetime & ID of all entries, updates, deletions						
2.A.16.	System should display any applicable warnings & errors to user when a leave request is submitted						
2.A.17.	System should report warnings & exceptions to corresponding admins in applicable orgs for submitted Leave requests						
2.A.18.	System should automatically notify users when their leave requests have a status change						
<b>2.B. Leave Maintenance</b>							
2.B.1.	System will support using / tracking various types of leave						
2.B.2.	Admin needs screen to maintain leave types & associated accrual parameters						
2.B.3.	Leave types can have time periods configured						
2.B.4.	System will support import of leave balances from SunGard One-Solution						
<b>3. Reporting</b>							
3.A.	User can see/print a timesheet rpt						
3.B.	User can see/print time history report by payroll period or date range						
3.C.	User can export any report to electronic formats (Word, Excel, PDF, csv, etc.)						
3.D.	Admins can see/print timesheet details & summary rpis for their org(s)						



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3.I.	Admin can generate (display or print) all reports as required						
3.F.	Admins can see/print time entry exception reports for their org(s)						
3.G.	Admin can create adhoc report displaying any/all known user data and using same for selection, sorting, or subtotaling criteria For their orgs						
3.H.	Admin can create report alerting when employee(s) pass various employment milestones (time on job, hours worked, etc.) to use for potential pay increase actions						
3.I.	Admin can select/apply various selection, sorting, & subtotaling criteria on timesheet history reports						
3.J.	Admin can run report on user security access, permissions, authorities, including designated substitutes per org, etc.						
3.K.	System must save data, then provide research & reporting mechanism to handle PERA Eligibility considerations						
3.L.	ACA & FMLA - system must permanently save all detailed hours entries per employee						
3.M.	System can generate report of Clock In/Clock out by Department						
3.N.	System can generate report of missed or double punches						
<b>4. Payroll Processing</b>							
4.A.	Admins can see/update all Employee Time Entry for their org(s)						





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4.B.	Admins can send notices, reminders, etc. to all employees in their Org						
4.C.	Admins can approve payment for any or all authorized Employee entered time entry data within their org(s)						
4.D	Admins can revert approvals of timesheet						
4.E	Payroll Dept (one super-admin?) can approve entire time & expense preparation						
4.F.	Payroll Dept (one super-admin?) can generate Time Entry file for designated pay period for submission to SunGard OneSolution Financial System						
4.G.	System can calculate partial holiday payments (based on rules)						
4.H.	System needs ability to provide SunGard One-Solution Financial System payroll module with detailed pay entries						
4.I.	System can generate time entry data or file(s) to interface to SunGard OneSolution Financial System for payroll processing						
<b>5. Security &amp; Audit</b>							
5.A.	System must track datetime, ID, & device/loc of all changes, approvals, denials, deletions, etc.						
5.B.	System will lock out updates to employees timesheet once approved						
5.C.	System will unlock to allow updates to employees timesheet if rejected						



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5..D	System must handle upward 'rolling' approvals for timesheets by applicable org levels from low to high					
5.E.	System will have ability to generate error/warning messages if higher level approval is attempted when any lower levels are not done in org					
5.F.	System will have ability to log inquiries to (designated sensitive) data, if so configured					
<b>6. Post Payroll</b>						
6.A.	System needs to mark Time Entry timesheet entries when PAID, VOIDED or DELETED					
<b>7. General System Requirements</b>						
<b>7.A. Systems Management</b>						
7.A.1.	Provide procedures related to system recovery in the event of corrupt files or database					
7.A.2.	Use comments, notes, etc. within code visible to Galveston County to identify the specific purpose of the code (e.g. Stored Procedures)					
<b>7.B. Data Integrity and Lifecycle</b>						
7.B.1.	The system shall provide the ability to retain historical data until purged, deleted, archived or otherwise deliberately removed when authorized by Galveston County					



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7.B.2.	The system shall provide a method for archiving historical information with the ability to retrieve the archived information						
7.B.3.	The system has tools, utilities and processes available for defining and converting legacy system data into the new system						
7.B.4.	The system is easy to interface to other systems and to transfer data in and out of the system in a timely manner						
7.B.5.	The system makes real time updates such that on-line access from any time system module will display the most current data value						
7.B.6.	The system helps with elimination of duplicate entries of data						
<b>7.C.</b>	<b>Performance</b>						
7.C.1.	The response times for launching the Time Entry Management System, data display, updates, simple and complex searches are under 3 seconds						
7.C.2.	The system will support the anticipated number of users without affecting performance						
<b>7.D.</b>	<b>Audit trail</b>						
7.D.1.	The system provides audit trail capabilities for resource access and usage indicating the author, any modification, and the date and time at which a record was created, modified, viewed, extracted, or removed						



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7.D.2.	The system shall provide the ability to log outgoing information exchange in an auditable form						
7.D.3.	Ability to generate a report of all file, parameter, and table changes (as it pertains to application administration and configuration) performed for any process (before and after images), operator ID, and system date for a user-specified period of time						
7.D.4.	Ability to report database changes / updates that did not occur through the application software						
7.D.5.	The system shall provide for usable reporting from audit files to periodically review activity						
7.D.6.	Ability to monitor account usage						
7.D.7.	The system maintains the date of last password change for each user						
7.D.8.	Ability to generate a report identifying the date of last password change for each user						
7.D.9.	Maintain an audit trail of all user profile changes including old/new security level and program access						
7.D.10.	Ability to generate a report of systems activity including: Jobs executed, programs and utilities run, files accessed, start time and stop time, error conditions, and operator intervention						



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7.D.11.	Ability to generate an audit trail of all access attempts; legitimate or unauthorized						
<b>7.E. System Usability/Navigation</b>							
7.E.1.	If multiple modules exist; in terms of navigation and usage that the modules are fully integrated, reduce duplicate entries, have the same look and feel and share the same data						
7.E.2.	The system shall provide drill down features						
7.E.3.	The system shall allow a user to select from pre-defined values in drop-down lists, hot-keys, short cuts, etc.						
7.E.4.	The system provides an alternative of using the keyboard instead of the mouse						
7.E.5.	The system provides for smooth navigation, common usage, menus, etc. to create an inviting and natural user environment						
7.E.6.	The system provides an escape feature if the user chooses to abandon the current entry; and the system provides positive confirmation of this choice						
7.E.7.	Describe if and how the system provides a reminder to save information before exiting a screen or the system						
7.E.8.	The system allows an end-user to type dates manually or select a date from a pop-up graphical calendar on all date fields (within pay period)						



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7.E.9.	The system has validity checking capabilities to help ensure valid entries, and uses of context-sensitive error messages						
7.E.10.	The system supports spell checking for text and note type fields						
7.E.11.	The system shall provide data entry validation with immediate feedback						
7.E.12.	The system shall support screen printing						
<b>7.F.</b>	<b>System Flexibility</b>						
7.F.1	The system shall provide the ability to define new fields (user-defined fields) and report, sort, filter on such fields						
7.F.2.	The system shall be adaptable to handle changes in processes and information captured						
7.F.3.	The system has user maintainable tables for all codes to provide for ease and validation of data entry						
7.F.4.	The system provides the ability to modify the system without vendor assistance for the application of business rules specific to Galveston County						
<b>7.G.</b>	<b>Reporting - General</b>						
7.G.1.	Report generation must have minimal impact on system performance at any time						
7.G.2.	System provides a user friendly on-line report creation and generation methodology that can be managed by end users						



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7.G.3.	Have the ability to store and reuse ad hoc report definitions and parameters						
7.G.4.	Reports and/or processes display clear, concise prompts						
7.G.5.	Describe how the system provides for flexible printing of reports and screens to any local or network printer						
7.G.6.	Ability for end-users to define and export results of complex queries across all data sets						
7.G.7.	Provide user specified report processing restrictions, which will provide the option to cancel the report if the amount of processor time exceeds specified limit, or if the amount of file records to be processed exceeds specified limit						
7.G.8.	The system provides the ability to track and report on employee statistics (e.g. productivity)						
7.G.9.	Report data returned must be within the report user's security context						
<b>7.H.</b>	<b>Concurrent Use</b>						
7.H.1.	The system shall provide the ability for multiple users to interact concurrently with the system						
7.H.2.	The system shall provide protection to maintain the integrity of data during concurrent access						
<b>7.I.</b>	<b>User Security</b>						



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7.1.1.	The system shall provide the ability to Integrate with Active Directory for authentication via secure LDAP, ADFS (SAML), or natively						
7.1.2.	The system shall provide the ability to maintain user accounts, password, security access for users that are not in Active Directory						
7.1.3.	The system shall support user groups, user roles and assignment of roles to groups						
7.1.4.	The system shall provide the ability to maintain a directory of all personnel who have access to the system						
7.1.5.	The system shall provide the ability to maintain a directory that stores user attributes required to determine the system security level to be granted to each user						
7.1.6.	The system shall allow authorized users to update the directory						
7.1.7.	The system allows for a system administrator to monitor and modify end user profiles and access						
7.1.8.	The system shall allow restrictions to data by workgroup, role, user, and data element level						
7.1.9.	The system shall allow restriction to user actions (view, add, change, delete)						
7.1.10.	Provide the ability to freeze account interactive updating for selected time frames						





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ID	Requirement	Core Functionality	Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
7.I.11.	Ability to clone user						
<b>7.J. User Authentication</b>							
7.J.1.	System supports password strength rules that allow for minimum number of characters, and inclusion of alpha-numeric and special Character complexity. Passwords are encrypted						
7.J.2.	The system, upon detection of inactivity of an interactive session can prevent further viewing and access to the system by that session by terminating the session, or by initiating a session lock that remains in effect until the user reestablishes access using appropriate identification and authentication procedures. The inactivity timeout shall be configurable						
7.J.3.	The system can enforce a limit of (configurable) consecutive invalid access attempts by a user. The system shall protect against further, possibly malicious, user authentication attempts using an appropriate mechanism (e.g. locks the account/node until released by an administrator, locks the account/node for a configurable time period, or delays the next login prompt according to a configurable delay algorithm)						
7.J.4.	When passwords are used, the system shall provide an administrative function that resets passwords						



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ID	Requirement	Core Functionality					Proposer Comments
		Configuration	Not Available	Customization	Cost of Customization		
7.J.5.	When passwords are used, user accounts that have been reset by an administrator shall require the user to change the password at next successful logon						
7.J.6.	When passwords are used, the system shall prevent the reuse of passwords previously used within a specific timeframe						
7.J.7.	Passwords are not displayed during the entry process						
7.J.8.	Notify the user of the last successful access by the user and any unsuccessful intervening access attempts after each log on						
7.J.9.	Notify and require users to change passwords at a predetermined period of time						
7.J.10.	User has ability to request automated new password assignment						
7.J.11.	The system provides security for remote user access						
<b>7.K.</b>	<b>Data Security</b>						
7.K.1.	The system shall provide the ability for non public data at rest and in motion, to be encrypted						
<b>7.L.</b>	<b>Availability Requirements</b>						
7.L.1.	The system shall be available 24x7; except for maintenance windows						
7.L.2.	The system shall be available remotely via a secure method following Galveston county standards						



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<b>7.M.</b>	<b>Remote Devices</b>						
	The system is accessible from remote devices including laptops, Smart phones, Tablet PCs or other electronic devices						
<b>7.M.1.</b>							
<b>7.N.</b>	<b>Backup/Recovery</b>						
<b>7.N.1.</b>	The system shall be able to be backed up in its entirety (Full and Incremental)						
	The system restore functionality shall result in a fully operational and secure state. This state shall include the restoration of the application data, database, transaction logs, security credentials, and log/audit files to their previous state						
<b>7.N.2.</b>							
<b>7.N.3.</b>	The system shall have ability to run online backups						
	The system Disaster Recovery plan shall result in a fully operational and secure state. This state shall include the application data, database, transaction logs, security credentials, and log/audit files to their current state						
<b>7.N.4.</b>							
<b>8.</b>	<b>Non-Functional Requirements</b>						
<b>8.A.</b>	<b>Server Infrastructure/Operating Systems</b>						
	System can be installed on VMWare virtual Servers or system is vendor hosted						
<b>8.A.1.</b>							
	System can be deployed on Microsoft Windows Server 2008 R2 or newer or system is vendor hosted						
<b>8.A.2.</b>							
<b>8.B.</b>	<b>Database Environment</b>						



**Proposal Form 6  
Requirements Checklist  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
GALVESTON COUNTY, TEXAS**

This section of the proposal is for a detailed response to functional and non-functional requirements. If the requirement is satisfied by the core functionality of your system, please put an x in the Core Functionality column. If the requirement will be satisfied by configuration please put an x in the Configuration column. If the requirement will be satisfied by custom development, place an x in the customization column and enter the total dollar cost for the development in the Cost of Customization column. The Not Available column is provided to indicate functionality that is not available in your system. There is also a column for Comments where you may provide further clarification regarding your responses to the requirement.

ID	Requirement	Core Functionality				Configuration			Not Available		Customization		Cost of Customization		Proposer Comments
8.B.1	System is compatible with SQL Server 2008 R2 or newer, or system is vendor hosted														
8.B.2.	System provides capability to rollback all transactions or system is vendor hosted														
<b>8.C.</b>	<b>Application Requirements</b>														
8.C.1.	System uses industry proven, mainstream technologies and provides a proven and stable operating environment														
8.C.2.	System Adheres to Microsoft Windows Standards and best practices or system is vendor hosted														
8.C.3.	System Utilizes a native 64-bit design or system is vendor hosted														
8.C.4.	System operates in a web-based or smart client environment														
8.C.5.	System Minimizes network bandwidth requirements														
8.C.6.	System supports OLE, Office XML, and/or Word ML to exchange data with other Microsoft Office applications														
8.C.7.	System operates in an industry standard, open system environment (e.g., XML, Web services) with the capacity to easily integrate with other applications, including the ability to provide data from database in real-time to web applications														
8.C.8.	IIS version 8 or higher or system is vendor hosted														



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Requirements Checklist  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
GALVESTON COUNTY, TEXAS**

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ID	Requirement	Core Functionality				Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
<b>8.D. Desktop</b>										
8.D.1.	System is compatible with Windows 7 (or newer) 64-bit operating system									
8.D.2.	System is compatible with Microsoft Office 2010 or newer version									
8.D.3.	System is compatible with Pro portions of Microsoft Office 365									
<b>8.E. Mobile Devices</b>										
8.E.1.	System is compatible with iOS operating system									
8.E.2.	System is compatible with Android operating system									
8.E.3.	System is compatible with Windows run devices.									
8.E.4.	Adequate training is provided for usage and maintenance of all devices.									
8.E.5.	A screen / report of device statuses is available to user support.									
<b>8.F. Documentation</b>										
8.F.1.	Provide database schema									
8.F.2.	Provide Data Flow Diagram									
8.F.3.	Provide comprehensive on-line help									
8.F.4.	Provide user friendly electronic end user documentation									
8.F.5.	Provide electronic documentation, not limited to but including; system administration, database administration and management, system security, software configuration, and system application recovery									
8.F.6.	Establish and easily maintain a data dictionary related to report field definitions									



**Proposal Form 6  
Requirements Checklist  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
GALVESTON COUNTY, TEXAS**

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ID	Requirement	Core Functionality				Proposer Comments
		Configuration	Not Available	Customization	Cost of Customization	
<b>9. Technology Integration Preferences</b>						
<b>9.A. Microsoft Exchange Integration</b>						
9.A.1	System Integrates with Microsoft Exchange for any and all e-mail and calendaring functions					
<b>9.B. Active Directory Integration</b>						
9.B.1	System uses Active Directory for user authentication					
<b>9.C. Electronic Document Management System Integration</b>						
9.C.1	System supports integration with the most current version of Onbase for imaging, workflow, document management and digital records retention (Current Version 12)					
<b>9.D. General</b>						
9.D.1	System provides the ability to Import and Export data for integration with external systems					
9.D.2	System provides an automated Import and Export of data for integration with SunGard OneSolution Financial System					
<b>10. Vendor/Product Requirements</b>						
<b>10.A. Product Evaluation</b>						
10.A.1.	The product remains stable in its current release					
10.A.2.	The product is successfully used by other government organizations					



**Proposal Form 6  
Requirements Checklist  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
GALVESTON COUNTY, TEXAS**

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ID	Requirement	Core Functionality	Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
<b>10.B.</b>	<b>Technical Support</b>						
10.B.1	The vendor is able to provide 24x7 Technical support (on-site, web-based, telephone, or remote access)						
<b>10.C.</b>	<b>Maintenance Agreement</b>						
10.C.1	The vendor provides a standard support/maintenance agreement						
<b>10.D.</b>	<b>Software Upgrades</b>						
10.D.1.	The vendor has a reasonable schedule for software upgrades						
10.D.2.	The vendor provides adequate instructions and support for software upgrades						
10.D.3.	The vendor provides documentation of changes to software (Release Notes)						
<b>10.E.</b>	<b>Training</b>						
10.E.1.	The vendor provides effective user training with printable electronic manuals						
10.E.2.	The vendor provides effective technical training with printable electronic manuals						
<b>11.</b>	<b>Vendor Support - Quality Assurance Testing</b>						
<b>11.A.</b>	<b>Quality Assurance</b>						
11.A.1.	Does your company have a documented Quality Assurance methodology?						
11.A.2.	Does the methodology include a formal systems development process?						



**Proposal Form 6**  
**Requirements Checklist**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**GALVESTON COUNTY, TEXAS**

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ID	Requirement	Core Functionality	Configuration	Not Available	Customization	Cost of Customization	Proposer Comments
11.A.3.	Does the methodology include regular, formal internal project review meetings?						
11.A.4.	Does the methodology include regular, formal internal project reporting?						
11.A.5.	Are periodic quality audits conducted on your processes?						
11.A.6.	Do formal review meetings and quality audits include a review of the project plan?						
11.A.7.	Do the formal review meetings and quality audits include a review of contractual requirements and deliverables?						
11.A.8.	Do the formal review meetings and quality audits include a review of the issues log?						
11.A.9.	Is a report from each quality audit provided to the client?						
11.A.10.	Are software defects (bugs) documented and tracked?						
11.A.11.	Are detailed requirements uniquely identified and versioned?						
11.A.12.	Is traceability provided to the specific requirement?						
11.A.13.	Do your developers work from detailed design/program specifications?						
11.A.14.	Is client sign-off required on deliverables?						
11.A.15.	If rework is required, is the impact to the project schedule assessed and communicated to the client?						





**Proposal Form 6**  
**Requirements Checklist**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**GALVESTON COUNTY, TEXAS**

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ID	Requirement	Core Functionality				Proposer Comments
		Configuration	Not Available	Customization	Cost of Customization	
11.A.16.	Is a senior manager actively involved in the execution of all major engagements?					
11.A.17.	Do an audit trail and history of changes and versions exist?					
<b>11.B. Testing</b>						
11.B.1.	Does your company have a documented testing methodology?					
11.B.2.	Does your company use automated testing tools?					
11.B.3.	Do you provide test plans for all levels of testing, including unit, system and user-acceptance?					
11.B.4.	Is integration testing accomplished with client's configuration and their data?					
11.B.5.	Are test reports provided summarizing test results?					
11.B.6.	Are unit test plans created with the program specifications?					
11.B.7.	Are test cases required and included within the test plans?					
11.B.8.	Is comprehensive testing of data conversion completeness and validity provided as part of the testing process?					
11.B.9.	Is there comprehensive testing of reporting functions?					

**Proposal Form 7**  
**Proposed Project Planning**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**COUNTY OF GALVESTON, TEXAS**

No form provided for this requirement.

Response to this requirement should be provided in the format of the vendors choice and labeled "**Proposal Form 7 - Proposed Project Planning**"

Proposers must submit detailed plans stating how they intend to perform the services required and identify an initial schedule (including tasks, milestones, estimated timetable and costs, including travel costs) for the project.

- A. Scope of Work
- B. Identify milestone dates
- C. Identify key deliverables
- D. Identify potential Risks/implementation issues (interface needs, functional requirements, gap analysis, etc)
- E. Recommendation for the infrastructure, network, and hardware required to run the proposed system that will accommodate current and anticipated future functionality
- F. Detailed Implementation Plan
- G. Describe services required or proposed to coordinate tasks outlined
- H. Recommended options to efficiently capture individual employee time worked
- I. Proposed Training and Technical Support

**Proposal Form 8**  
**Minimum/Recommended Hardware Requirements**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**GALVESTON COUNTY, TEXAS**

Description	Minimum Requirements	Recommended Requirements	Comments
<b>Workstations</b> (Typical Time Entry Users)	CPU Processor Speed Memory Operating System Resolution Other:	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____
<b>Workstations</b> (Central Payroll 'heavy' users)	CPU Processor Speed Memory Operating System Resolution Other:	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____
<b>Network</b> <b>Wireless</b> (Inside Building)	Speed Speed	_____ _____	_____ _____
<b>Wireless</b> (Outside Building)	Speed	_____	_____

**Proposal Form 8**  
**Minimum/Recommended Hardware Requirements**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**GALVESTON COUNTY, TEXAS**

Description	Minimum Requirements	Recommended Requirements	Comments
<b>Primary System Configuration</b>			
Application Server	Processors	_____	
	Speed	_____	
	Memory	_____	
	Disk Storage Units	_____	
	Operating System	_____	
	Other:	_____	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	
<b>Database Server</b>	Processors	_____	
	Speed	_____	
	Memory	_____	
	Disk Storage Units	_____	
	Operating System	_____	
	Other:	_____	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	

**Proposal Form 8**  
**Minimum/Recommended Hardware Requirements**  
**EMPLOYEE TIME AND ATTENDANCE SYSTEM**  
**GALVESTON COUNTY, TEXAS**

Description	Minimum Requirements	Recommended Requirements	Comments
<b>Other Servers:</b>			
Processors	_____	_____	
Speed	_____	_____	
Memory	_____	_____	
Disk Storage Units	_____	_____	
Operating System	_____	_____	
Other:	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
Processors	_____	_____	
Speed	_____	_____	
Memory	_____	_____	
Disk Storage Units	_____	_____	
Operating System	_____	_____	
Other:	_____	_____	
_____	_____	_____	
_____	_____	_____	

**NOTES:** Recommended Hardware Configuration must be able to support a 3 second response time  
 Recommended Server Configuration must include support for 24/7 continuous operation

**Proposal Form 9 A, B, C  
Contracts  
EMPLOYEE TIME AND ATTENDANCE SYSTEM  
COUNTY OF GALVESTON, TEXAS**

No forms provided for these requirements.

Response to these requirements should be provided in the format of the vendors choice and labeled as follows

- "Proposal Form 9A - Proposed Contract"**
- "Proposal Form 9B - Proposed Maintenance and Support Agreement"**
- "Proposal Form 9C - Proposed Service Level Agreement (SLA)"**



County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B161031

Solicitation Title: Employee Time and Attendance System

**Contractor hereby CERTIFIES that:**

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

State of Texas

§

County of Galveston

§

§

**NON-COLLUSION AFFIDAVIT**

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the \_\_\_\_\_ of \_\_\_\_\_, that  
(Individual, Partner, Corporate Officer) (Name of Proposer)
- submitted the attached Bid/Proposal in **RFP #B161031 Employee Time & Attendance System**
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
- The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;
- Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Bidder/Proposer as well as to Affiant signing on its behalf.

\_\_\_\_\_  
Signature of Affiant

**SWORN TO and SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





## County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department  
722 Moody Avenue, (21st Street), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
(409) 770-5371 office  
(409) 621-7987 fax

- Form PEID:** Person /Entity Information Data  
**Form W-9:** Request for Taxpayer Identification Number and Certification  
*(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)*
- Form CIQ:** Conflict of Interest Questionnaire  
*(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

**Certificate(s) of Insurance:** If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

### Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

**Worker's Compensation Insurance:**

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

**The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.**

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

**Procurement Policy - Special Note:**

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

**Code of Ethics - Statement of Purchasing Policy:**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

**General Ethical Standards:** It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

**Gratuities:** It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

**Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

**Confidential Information:** It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

**Questions/Concerns:**

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

## CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

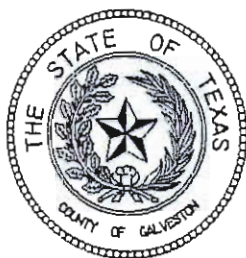
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



**COUNTY of GALVESTON**  
**Purchasing Department**

rev. 1.3, March 29, 2010

<b>FORM PEID:</b>	<b>Request for Person-Entity Identification Data</b>
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent  
 722 Moody Avenue (21st. Street), 5th Floor  
 Galveston, Texas 77550  
 (409) 770-5371 office  
 (409) 621-7987 fax

1.	<b>Business Name:</b>		
	<b>Attention Line:</b>		
2.	<b>Physical Address:</b>		
	<b>City:</b>	<b>State:</b>	<b>Zip+4:</b>
3.	<b>Billing / Remit Address:</b>		
	<b>City:</b>	<b>State:</b>	<b>Zip+4</b>
4.	<b>Main Contact Person:</b>		
	<b>Main Phone Number:</b>		
	<b>Fax Number:</b>		
	<b>E-mail Address:</b>		

Areas below are for County use only.

<b>Requested By:</b>	<b>Phone / Ext. #</b>
<b>Department:</b>	<b>Date:</b>

<b>Action Requested - Check One:</b>	<b>IFAS PEID Vendor Number:</b>	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>1</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filling an update to a previously filed questionnaire.  
 (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_

Signature of vendor doing business with the governmental entity

\_\_\_\_\_

Date