



EMPLOYEE SCHEDULING SYSTEM REQUEST FOR PROPOSAL

Proposal Due Date & Time: October 15, 2008, 2:00 PM Pacific Standard Time

Submit Proposals to: City of Kent
Attn: City Clerk – Proposal for Employee Scheduling System
220 Fourth Avenue South
Kent, WA 98032

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A. INTRODUCTION

I. Purpose

The City of Kent (City) is requesting proposals for an Employee Scheduling System (ESS). The scope of products and services desired includes: application software, implementation, configuration, testing and training as well as ongoing maintenance and support.

Only solutions which support Microsoft SQL Server 2000 or higher will be considered.

II. Goals for a Employee Scheduling System

- Increase efficiency
- Easy to use
- Provide real-time schedules
- Improve communication
- Avoid duplicate data entry
- Generate monthly calendar
- Identify trends

III. Current Environment

The City's technological environment relies on standard components to lower costs, enhance security, and provide reliable operation. The City's standard is based on Hewlett Packard hardware containing Intel-based processors running Microsoft Windows 2003/2008 Server. HP Blade servers are used to deliver an increasing number of City applications. Currently, the City is attempting to migrate applications towards a thin-client or zero weight client solution. The City workstations are Hewlett Packard hardware running Microsoft Windows XP/2000 and Office XP.

IV. Project Background

The City's Police and Fire departments current rely on an extensive collection of policies and procedures as well as Word and Excel spreadsheets to schedule and manage staffing requirements. Each department operates independently and from multiple locations. The city anticipates utilizing the proposed solution to address time intensive manual processes associated with roster development, leave adjustments, shift trades, over time management and call out notification. The Police and Fire departments work independently and the proposed solution should reflect this separation in operation.

The Kent Police Department serves a suburban community of approximately 86,000 residents and employs approximately 135 sworn law enforcement officers and 55 full-time and part-time civilian employees. Future growth will see the number of sworn officers total 155 and 67 civilian employees.

The department divisions include patrol, support services, and corrections.

Within those divisions are units that include bicycle/marine, special operations, K9, traffic, parking, school liaison, detectives, special investigations unit, community education, training, records, evidence, accreditation, personnel/recruitment, and the neighborhood response team.

The police department is internationally accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc., and the City of Kent Corrections facility is nationally accredited through the American Corrections Association.

The Kent Police Department partners with our community to: aggressively fight crime, impartially protect rights, and identify and solve problems.

The Kent Fire Department serves two political jurisdictions, the City of Kent (29 square miles) and King County Fire Protection District #37 (30 square miles). The coverage area includes four (4) distinct communities over 59 square miles: the City of Kent, the City of Covington, urbanized areas of unincorporated King County within Fire District #37, and rural areas of King County within Fire District #37. While the primary governing body consists of the Mayor and Council of the City of Kent, a distinct cooperative working relationship exists between the Kent City Council and the King County Fire District #37 Board of Commissioners. A similar relationship exists between the Fire District #37 Board of Commissioners and the City Council of Covington. The Fire Chief coordinates all these relationships.

Kent has experienced rapid and expansive growth over the past several years, making it the second (2nd) largest city in South King County. The City of Covington is also experiencing rapid growth, and is expected to become an important retail center in east King County.

Currently, the Kent Fire Department provides all-hazard emergency services from seven (7) full time fire stations distributed throughout the coverage area. Minimum daily suppression staffing is 26. A recall system is in place to ensure that staffing levels do not fall below this number. This level of staffing provides the following response resources:

- One (1) Battalion Chief
- Six (6) Basic Life Support Engine Companies
- One (1) Basic Life Support Ladder Company
- Two (2) Basic Life Support Aid Cars

Service level objectives are based on this standard deployment. As staffing exceeds 26, additional personnel are distributed to most effectively meet the needs of the organization. An additional aid car or engine may be placed in service, or staffing on individual apparatus may be increased from three (3) personnel to four (4).

On February 1, 2009 we will deploy our new fire station 78 and increase our current staffing matrix to a minimum of 29 by adding one more Basic Life Support Engine company. We will have 165 uniformed personnel and approximately 20 non-uniformed personnel.

V. Proposal Schedule

Listed below are the scheduled milestone dates for the procurement process:

Release RFP to Vendors.....	September 24, 2008
Deadline for Submission of Vendor Questions.....	October 3, 2008@ 2:00 p.m. (PST)
Answers Posted to Web Site.....	October 7, 2008
Proposal Due Date	October 15, 2008@ 2:00 p.m. (PST)
Proposal Review	October 16, 2008 – October 21, 2008
Select Vendors for Demonstration	October 24, 2008
Vendor Demonstrations	November 3 – November 7, 2008
Customer Site Visits	November 10 – November 14, 2008
Select Vendor Finalist	November 24, 2008
Contract Negotiations	December 2008
Begin System Implementation	January 2009
Begin Live Operations	February 2009

Depending on the responses received, the City may alter this schedule or change it completely.

VI. Communications with City

All communications regarding this RFP from vendors and other sources must be directed to:

Jim McKenney, Senior Systems Analyst
City of Kent
220 Fourth Avenue South
Kent, WA 98032

Phone: (253) 856-4606
Fax: (253) 856-4735
Email: jmckenney@ci.kent.wa.us

Contact with City employees is expressly prohibited without prior consent.

VII. Vendor Questions

The City will post responses to vendor questions about this RFP at <http://www.ci.kent.wa.us/procurement/informationtechnology/ess/documents.asp> by 10/10/2008.

Vendor questions must be submitted in writing (may be faxed or sent via e-mail) by 10/06/2008 at 2:00 PM PST.

Vendors who seek information, clarification, or interpretations from City employees without using this written submission process are advised that such material is used at the vendor's own risk and the City shall not be bound by any such representations, whether oral or written. Any RFP revisions will be issued by written addendum and will be distributed to all vendors prior to the proposal due date.

B. PROPOSAL SUBMISSION & RFP PROCESS

I. Requirements

The original printed proposal and one (1) electronic copy of the original proposal in MS Word 2002 and four (4) printed copies must be submitted to the City Clerk in a sealed envelope by 2:00 p.m. PST on October 15, 2008, and clearly marked: Proposal for Employee Scheduling System. Proposals should be delivered to:

City Clerk
City of Kent
220 Fourth Avenue South
Kent, WA 98032-5895

All proposals submitted must be valid for at least one hundred eighty (180) days from the proposal due date in order to be considered. The City reserves its absolute right to accept or reject any proposals delivered after the deadline, and any proposals so rejected after the scheduled closing time shall be returned to the vendor. Proposals may be sent by mail or hand delivered; however, if sent by mail, the responsibility for delivering a proposal to the City before the deadline is wholly upon the vendor, and the City assumes no responsibility for delays caused by mail or any delivery service. Proposals may not be submitted by FAX.

II. Proposal Costs

The City is not responsible for any costs incurred by potential vendors in preparing and submitting their proposal or participating in the selection process. Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the City, or for participating in any selection interviews or demonstrations.

III. Items beyond Scope

Items that are beyond the scope of this request for proposal include:

- a. Computer Servers and Workstations: The City maintains an inventory and will separately purchase any additional commercially available workstations and servers required for the ESS.
- b. Relational Database Software: The City maintains licenses and will separately purchase any additional required licenses for commercially available Relational Database Management Systems (RDBMS).

c. Data Conversion.

IV. Best and Final Proposal

The City reserves the right to select vendors for continued consideration or a vendor for contract award based upon the written proposal, without further discussions. There will be no best and final offer procedure. Therefore, the proposal should be submitted initially on the most favorable terms that the vendor can propose. Should the review committee determine that further discussions would be in the best interest of the City, the Committee shall establish procedures and schedules for conducting discussions and/or presentations with selected vendors. When in the best interest of the City, the Committee may request that one or more vendors revise selected portions of their proposals for continued consideration in the selection process. The City may, at any time in the process, continue or terminate discussions or negotiations with any selected vendor and take up discussions with any other vendor originally submitting a proposal. Contract negotiations may result in incorporation of some or all of the vendor's proposal submission. The vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

V. Vendor Demonstrations

The City retains the right to request selected vendors to demonstrate their product. These product demonstrations will be held on City premises and follow a script provided by the City.

VI. Site Visits

The City retains the right to request selected vendors to allow visits to sites currently using the proposed system in a live, production environment.

VII. Vendor Selection Criteria

A review committee will make a recommendation for the award of the contract to the vendor whose proposal is determined to be the most suitable for the City, considering all the criteria as set forth in this Request for Proposal, including but not limited to the vendor's ability to:

- Meet the functional and technical requirements described in this RFP.
- Provide a cost-effective solution that meets the financial goals of the City.
- Provide quality, timely, cost effective implementation and support services.
- Demonstrate stable, consistent product operation, system expertise and excellent service as evidenced by site visits and client references.

The City reserves its unqualified right to select the proposal it determines best meets all of the City's needs and goals. The City, and not the vendor, is best qualified to make that decision.

VIII. Clarification to Proposals

The City reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal. The City's retention of this right shall in no way reduce the responsibility of vendors to submit complete, accurate, and clear proposals. *Therefore, it is emphasized that all proposals should be complete and submitted with the most favorable financial terms.*

IX. Errors in Proposals

Vendors are responsible for all errors or omissions in their proposals and any such errors or omissions will not serve to diminish their obligations to the City. Vendors will not be allowed to alter proposal documents once proposals have been submitted unless requested by the City to do so. The City reserves the right to allow corrections or amendments due to errors identified in the proposals by either the vendor or the City. The City may waive minor administrative irregularities contained within the proposal documents.

X. Reference Checks

The City may conduct reference checks on competing vendors throughout the procurement process. The City may also contact any person or organization for information regarding a vendor regardless of the references provided by the vendor.

XI. Rejection of Proposals

The City of Kent reserves the right to reject any and/or all proposals, and waive any informalities in proposals and may waive minor deviations from the specifications and shall be the sole judge thereof. This RFP does not commit the City to award a contract. Selection of a vendor by the review committee shall not be construed as a contract award. The City may award a contract on the basis of information in addition to that received in a proposal.

XII. Incorporation of RFP and Proposal in the Final Agreements

Upon the award of a contract, the selected vendor will be required to enter into the City's professional services agreement for the software implementation and licenses and an appropriate maintenance and support agreement. The City's required terms and conditions are attached and incorporated herein as Appendix B. By electing to respond to this RFP, Vendor agrees to be bound by these terms and conditions. However, the vendor and City may determine to amend some of these contract terms and conditions, if mutually agreed. Vendors must review the required terms and conditions and specifically request any modifications or changes in their proposal, otherwise they will be deemed to have accepted the required terms and conditions. Requests for significant modifications or wholesale rejection of the City's provisions and substitution of the vendor's standard form agreement is not acceptable and may result in rejection of the proposal. The RFP and the vendor's proposal, including without limitation, all promises, warranties, commitments, demonstrations, and representations made during the proposal selection process, shall be binding and incorporated by reference into any contract entered into with the vendor as a result of this RFP process. The City reserves the right to add terms and conditions during contract negotiations that are within the scope of the RFP.

XIII. Proprietary Information/Public Disclosure.

BY SUBMITTING A PROPOSAL, ANY VENDOR AGREES TO FORGO MAKING ANY PUBLIC RECORDS REQUEST FOR ANY PROPOSAL SUBMITTED FOR THIS RFP AND, TO THE EXTENT ALLOWED BY LAW, WAIVES ITS RIGHT TO MAKE SUCH A REQUEST UNTIL THE CONTRACT IS AWARDED TO THE SELECTED FIRM AND SIGNED BY THE MAYOR. To the extent allowed by law, all proposals received shall remain strictly confidential until the Contract, if any, resulting from this RFP is signed by the Mayor and the apparent successful contractor.

Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of Washington State Public Records Act must be clearly designated. The page must be identified as well as the particular exemption from disclosure upon which the Vendor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page. HOWEVER, IDENTIFYING PORTIONS OF A PROPOSAL IN THIS MANNER DOES NOT GUARANTEE THAT THE MATERIALS WILL NOT BE DISCLOSED, AND THE CITY CANNOT GUARANTEE OR WARRANTY THE SAME.

The City will consider a Vendor's request for exemption from disclosure; however, the City will make a decision based on its interpretation of state law. Marking the entire proposal exempt from disclosure will not be honored. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Vendor has been given at least 24 hours prior notice so that the Vendor may seek a protective order in a court of appropriate jurisdiction against the requested disclosure.

BY SUBMITTING A PROPOSAL, THE VENDOR AGREES THAT IT IS NOT THE RESPONSIBILITY OF THE CITY OF KENT TO SEEK ANY PROTECTIVE ORDERS ON BEHALF OF THAT VENDOR AND VENDOR WAIVES ALL RIGHTS IN THAT REGARD.

XIV. Withdrawal of Proposal

Submission of a proposal will constitute a firm offer to the City for one hundred eighty (180) days from the due date for receipt of proposals. A vendor may withdraw its proposal anytime before the due date for receipt of proposals, without prejudice, by submitting a written request, by mail or fax, to withdraw its proposal to the City Clerk. The City may request an extension to the proposal validity period beyond the 180 days.

C. PROPOSAL FORMAT

In order to thoroughly analyze the responses to the RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City.

Vendors should present their products, services and applicable features in a clear and concise manner that demonstrates the capability to satisfy the requirements of this RFP. Emphasis should be concentrated on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the product and services. The proposal should be organized into the following major sections:

- Letter of Transmittal
- Table of Contents
- Vendor Response Forms (Vendor Profile, Vendor Authorization and EEO Declaration)
- Subcontractors/Third Party Vendors
- Hardware Environment
- Software Environment
- System Security
- System Interfaces
- Web-based Services
- Implementation & Training Program
- Maintenance & Support Program
- Functional Requirements
- User Group
- Software Customer References (at least 3)
- Price Quote
- Sample Documents
- Additional Information

D. PROPOSAL GUIDELINES

The following items are guidelines for the minimum information requested in each section of the proposal. All responses shall apply to the vendor's latest released product version.

I. Letter of Transmittal

- a. Provide the title of the proposal.
- b. Provide a brief written description of the proposal.
- c. Provide the date on which the proposal is made.
- d. Provide the date on which the proposal expires.
- e. Provide the printed name, signature, and signature date for the person or persons authorized by the vendor to make the proposal.

II. Table of Contents

Provide a list of proposal sections and the starting page number for each section.

III. Vendor Response Forms

Refer to Appendix A – Vendor Profile, Vendor Authorization and Equal Employment Opportunity Declaration forms.

IV. Subcontractors/Third Party Vendors

Please explain the extent and nature of all additional companies that may supply goods and services under this proposal. Include in your response the following:

- a. The words "Not Applicable" if this section does not apply.
- b. The name, address, and telephone number for each proposed subcontractor/third party vendor.
- c. A brief description of the goods or services that each subcontractor/third party vendor is expected to provide under this proposal.
- d. A brief description of the qualifications/experience of the subcontractor/third party vendor and its key personnel or features of its third party products.

If the vendor's proposal includes subcontractors or third party vendors, the City expects that the vendor will act as the prime contractor, and will take full responsibility for delivering and implementing the complete system, including acting as the sole point of contact for payment and problem resolution. Subject to the City's approval, the City may enter into separate license and maintenance and support agreements for third party products.

V. Hardware Environment

Base your recommendations on the current and potential future size and activity in the City.

- a. Describe the recommended overall system hardware configuration, including the number and size of server and workstation computers, and any additional components and peripherals.
- b. Describe the recommended server and workstation configurations, including descriptions of central processing unit(s), networking hardware, hard disks, power supplies, printers, and any additional components and peripherals.
- c. Provide the number of departments and employees supported by the proposed hardware configuration.

VI. Software Environment

- a. Name the programming language(s) that were used to develop the system.
- b. Describe the reporting tools that are provided as part of the system or that are compatible with the system.
- c. Describe the methods used by the system to prevent errors and to recover from errors.
- d. Describe the methods used by the system to archive and/or purge data.
- e. Describe the basis for software licensing for the system (e.g., named user, concurrent user and site license).
- f. Indicate whether any or all of the source code is provided to the customer so that the system can be enhanced and customized for the particular customer.
- g. Describe the development tools that are provided to allow customers to enhance and customize the system.
- h. Describe any third party software products that are part of the system.

VII. System Security

- a. Describe the security provisions provided by the system.
- b. Describe all security, accounting, and other certifications that apply to the system.
- c. Describe the ability of the system to track, and recover if necessary, configuration changes, user updates, and data modifications and deletions.
- d. Describe how the system controls user access to specific functions, forms, reports and data fields.
- e. Describe how the system protects data during transmission from or to external systems.
- f. Describe how the system protects sensitive information from disclosure.
- g. For systems that provide a web component, describe how the system verifies user identities and protects information.

VIII. System Interfaces

- a. Describe the standard interfaces provided with the system that allow external systems to pull data from and post data to the system.
- b. Describe the protocols used by the system to communicate with external systems.
- c. Describe the ability of system users (e.g., City staff) to create custom reports and data extracts.
- d. Describe the redundancy and error correction features provided by the system.
- e. Describe the methods available with the system that allow system users to configure, customize, and update the system (custom menus, configuration files, database views, etc.) to facilitate reporting and communication with external systems.

IX. Web-based Services

- a. Describe the features provided by the system that allow users to interact using the internet.
- b. Describe the technology used to provide web-based services.
- c. Describe any special security considerations.
- d. Describe how data integrity and security are maintained during transmission across the internet.

X. Implementation & Training Program

Please provide a detailed plan for implementing and for providing training for the proposed system. This information should include:

- a. Example Implementation plan from a previous implementation of similar size and complexity.
- b. Implementation and training approach.
- c. Estimated hours required for City staff to support system setup, configuration, and startup.
- d. Suggested training course audiences.
- e. Training course descriptions, by type of user, including number of hours per day and total duration.
- f. Describe how you conduct product acceptance testing and explain how it will ensure the system is ready for production.

XI. Maintenance & Support Program

Please explain any post-implementation support that is offered. Include in your response the following:

- a. The type of support available (e.g., telephone, web-based), hours of operation using Pacific Standard Time, average response time and any level of service options.
- b. Problem reporting and resolution procedures.
- c. The method used to calculate maintenance fees (e.g., # of users, % of software purchase).
- d. Maintenance release schedules including frequency and method of distribution.
- e. The methods used to control software configurations.
- f. A description of the types of system customizations that are available.
- g. Describe the backup and recovery best practices for the system you are proposing.

XII. Functional Requirements

Refer to the Functional Requirements section of this document.

XIII. User Group

Please describe the user group associated with the vendor's products. Include in your response the following:

- a. The name and approximate size of the user group.
- b. Contact information for user group officers and/or key contributors.
- c. User group website address (e.g., <http://www.yourusergroup.org>).
- d. A list of conferences and periodic meetings hosted or attended by the user group.
- e. Any additional relevant user group information.

XIV. Customer References

Provide a list of at least three (3) public sector references that use the proposed ESS which are comparable in size and structure to the City. Refer to Appendix A – Software Customer References form.

The City reserves the right to contact any person or organization for information regarding a vendor regardless of the references provided by the vendor.

XV. Price Quote

Using the information provided in the chart below, please provide a clear and comprehensive price quote that individually lists, describes the basis for, and totals all of the anticipated costs to put the proposed system into operation for the City, including the following:

- a. Software license fees, by module, if applicable, and per user.
- b. Professional implementation services fees including the following:
 - i. Hourly Fee Schedule for each personnel or position proposed, which includes all costs of labor, overhead, insurance, profit and all other costs except for out-of-pocket expenses.
 - ii. The estimated number of hours for each personnel or position, for configuration (including necessary modifications to meet the City's required functional requirements), implementation, testing and training phases.
 - iii. Out-of-Pocket Expense Fee Schedule for each type of expense (e.g. copy charges, travel, etc.) and an estimated total for out-of-pocket expenses for the implementation services.
- c. Maintenance and Support Fees, including annual costs to provide maintenance and support for the proposed system.
- d. Hourly Fee Schedule for each personnel or position in the event additional work is requested that is outside the scope of work under this RFP.
- f. Calculate and list the total applicable taxes (9.0%) for each major line item in the price quote.¹

The City expects to have a progress payment schedule based upon on-time completion of specific work tasks that will be negotiated during the selection process and contract negotiations.

¹ Professional services are not taxable to the City.

XVI. Sample Documents

Please include a sample of the following documents:

- a. Statement of Work outlining Vendor and City responsibilities.
- b. Standard Maintenance/Technical Support terms and conditions (including any for third party products).
- c. Training manual for the proposed ESS.
- d. User manual for the proposed ESS.
- e. Standard reports for the proposed ESS.

XVII. Additional Information

This section should include supplemental information that will differentiate your proposal from other vendors' proposals or any specific requests for modifications to the City's required terms and conditions.

E. FUNCTIONAL REQUIREMENTS

The features listed in the following tables have been identified by the City for inclusion in the desired ESS. The answers provided in this section must directly reflect the proposal being made. The responses should be in the following format for each checklist item:

- Mark the "Yes" box (left) if the item is included as part of the standard package or is configurable out of the box.
- Mark the "No" box (middle) if the item is not available.
- Mark the "Mod" box (right) if the system requires a custom programming to meet the specification.

Please enter brief explanatory comments in the Vendor Response column where appropriate or for clarity purposes, provided additional more lengthy comments on a separate attachment with the section title and item number being commented on clearly referenced.

Each item is labeled as follows:

- "R" (Required) for items that are expected to be included in any proposed system, or
- "O" (Optional) for items that would be considered a useful enhancement, or
- "I" (Information Only) for items that would be considered valuable when considering the long term viability of the system. Information Only items will not be scored as part of the vendor response.

I. Employee Information						
#	Feature	Type	Yes	No	Mod	Vendor Response
1.	The employee master must have the following fields: Last/First/Middle Name <ul style="list-style-type: none"> ▪ Display name for schedule ▪ Employee ID – Internal identifier ▪ Agency ▪ Hire Date ▪ Termination Date ▪ Contact Numbers, primary & secondary ▪ Rank and Seniority ▪ Status – Active, Inactive, on leave, probationary, trainee, etc ▪ Status Reason ▪ Certification Type ▪ Certification Expiration Date 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#	Feature	Type	Yes	No	Mod	Vendor Response
	<ul style="list-style-type: none"> ▪ Multiple Training Types ▪ Multiple Training Expiration Dates ▪ Overtime Usage ▪ Telephone Numbers ▪ Email address 					
2.	<ul style="list-style-type: none"> ▪ Bargaining Unit ▪ Union Affiliation ▪ Union Role 	I	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Ability to track the status of job classification – active, inactive, probationary.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Ability to track by FTE designation for a job class (0.1 to 1.0).	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Ability to support multiple job classifications for each employee but have only one primary job classification.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Ability to create a new employee record from a template based on various employee roles.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Ability to check for duplicate records when creating new records.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Ability to maintain and enforce bargaining unit information: <ul style="list-style-type: none"> • By Name • By Number • Effective Dates 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Ability to enter an employee’s availability preferences: <ul style="list-style-type: none"> • Work times preferred, or limitation • Contact preference – phone, email • Overtime preferences • Workplace exclusions 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Ability to associate training requirements to a position.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. Scheduling Information

#	Feature	Type	Yes	No	Mod	Vendor Response
1a.	Ability to define and maintain master schedules based on start and end times, and duration supporting: <ul style="list-style-type: none"> • Multiple shift patterns (10-4, 4-3,5-2,5-4,9-2,24) 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#	Feature	Type	Yes	No	Mod	Vendor Response
1b.	<ul style="list-style-type: none"> Multiple employee roles Multiple locations and sub-locations Multiple skill requirements 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Ability to create calendar/rosters incorporating any projected absences, expirations of certification, training or qualifications.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Ability to list the differences between the base (shift definition) and master (actual) schedules for any given date and time range. – Schedule variance.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Ability to support multiple departments scheduling independently and discretely.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Shift bidding sign-up –Ability to have employees to bid on shifts.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Automated vacation bidding – List recommended vacation bid list according to seniority, user entered preferences and business rules.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Vacation bidding sign-up – Ability to have employees bid on vacations.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Vacation bidding acceptance – Ability for a Supervisor/Scheduler able to accept bid upon vacations and propagate into Master Schedule.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Ability to submit overtime requests by an employee for approval.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Ability for Supervisors or Scheduler to approve or deny overtime requests.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Ability to notify Supervisor or Scheduler of a pending overtime request.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Ability to track scheduled employees assigned to a location and workstation.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Ability to identify special skill requirements for a given schedule period, such as languages.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Ability to alert the user to specific deficiencies when scheduling an employee at a location, too few drivers or hardbars.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15.	Ability to define locations that require scheduled employees based on specific skills.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#	Feature	Type	Yes	No	Mod	Vendor Response
16.	Ability to define off-duty personnel as non-current, that is their scheduling requirements end. For example special events.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	Ability to define off-duty personnel by reference, effective and expiration dates.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	Ability to support multiple leave types.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19.	Ability to alert a shift complement shortfall based on location, station or skills.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Ability to alert an employee schedule with less than or more than prescribed hours.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21.	Ability to highlight and alert employees going over their allotted hours.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22.	Ability to adjust assignments.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Schedule Viewing						
#	Feature	Type	Yes	No	Mod	Vendor Response
23.	Ability to view and print employee rosters based on multiple criteria: <ul style="list-style-type: none"> • Alphabetical • By Status • By Department, Unit, Supervisor • By Job Classification • By Hire Date 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24.	Ability to display in different colors and patterns the following conditions: <ul style="list-style-type: none"> • An opening that is ready for assignment • An assignment • Leave assignment • An assignment that has been swapped with another employee (shift trade) • An assignment with a conflict, such as overtime limits, skills mismatch or fatigue management. 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25.	Ability to view scheduled employees assigned to a location (building-floor-workstation).	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Schedule - Operations						
#	Feature	Type	Yes	No	Mod	Vendor Response
26.	Ability to support the following operations: <ul style="list-style-type: none"> • Make assignments • Update assignments • Check for assignment conflicts • Record a leave request • Copying an assignment • Filling an assignment with a ranked list of eligible employees. 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27.	Ability to identify an assignment with a conflict, such as overtime, skills mismatch, fatigue management.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28.	Ability to preserve the schedule in the event the system is unavailable due to planned or unplanned downtime.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29.	Ability to make comments on the schedule so a scheduler can enter special circumstances for an employee, schedule or position.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30.	Ability to archive past base and master schedules by schedulers with appropriate permissions.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31.	An assignment that has been swapped with another employee (shift trade).	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
32.	Ability to prevent a scheduler from assigning overtime for positions that not designated to require relief.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
33.	Describe how your system tracks and controls who has create, update, or delete privileges.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34.	Supports varying levels of administrator security. If yes, describe these levels.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35.	Provides the capability to deactivate and reactivate a user.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
36.	Allows a user's security to be changed.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#	Feature	Type	Yes	No	Mod	Vendor Response
37.	Ability to restrict the information a user can see and/or change based up their security profile. If yes, describe how user access is restricted?	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38.	Security reporting available for audit purposes.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
39.	System integrates with Microsoft Windows NT/Active Directory security groups.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

III. Workload and Calendar/Scheduling Rules

(Features related to the assignment of staff and staff workload)

#	Feature	Type	Yes	No	Mod	Vendor Response
1.	Ability to prevent a scheduler from assigning an employee without the proper skills for a position.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Ability to define workload restrictions for each position. These could include number of hours between shifts, maximum hours worked per regular shift, maximum overtime hours per time period.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Ability to override workload restrictions in the event of a disaster.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Ability to track the number of hours an employee has been on standby status.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Ability to ensure minimum staffing numbers and skills by location.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Ability to identify employee as not available for overtime for given time period and specific reason.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Ability to distinguish seniority for 2 or more individuals with identical hire dates and skills.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Ability to define multiple types of work definitions. For example, standard work, high-risk or light-duty.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#	Feature	Type	Yes	No	Mod	Vendor Response
9.	Ability to define a mandatory-overtime back-fill list based on prescribed business rules, number of overtime shifts already worked, time worked preceding or after the current shift and scheduled time off.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Ability to track the number of hours an employee has worked for a given time period	R				

IV. Time Tracking

#	Feature	Type	Yes	No	Mod	Vendor Response
1.	Ability to record actual daily time worked.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Ability to track time not worked, but paid, for example call back and the resulting minimum OT to be paid.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Ability to track when and why an employee worked beyond scheduled assignment, Extra Hours.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Ability to track banked hours such as comp time.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Ability to track hours worked outside schedule work classification. For example in an acting role.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

V. Notification and Alerts Features (Features related to automated alert and notification events)

#	Feature	Type	Yes	No	Mod	Vendor Response
1.	Ability to perform call out/back notification based on workload rules within master schedule.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Ability to support multiple notification methods: <ul style="list-style-type: none"> • Pager • Telephone • Email 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Ability to send a listing of employee unavailability based on workload rules within the master schedule.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Ability to send e-mails alerts for overtime – Call-In.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#	Feature	Type	Yes	No	Mod	Vendor Response
5.	Ability to create custom alert and notification.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Ability to manage call out listing.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Ability to notify a shift scheduler that an employee mandated OT has already signed up for additional OT in the pay period, and their mandated OT will make them exceed their maximum allowed for the time period, and allow them to override.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Ability to notify a shift scheduler that an employee has called in sick, but does not have enough sick time requested.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Ability to alert the shift scheduler to specific levels of employee assignments or coverage at a location (over or under requirements).	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Ability to notify a shift scheduler that an employee has called in sick for a third consecutive day, requiring a doctor's notice.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

VI. Reporting Features

(Features related to any non-security/system related reporting, report creation, and customization)

#	Feature	Type	Yes	No	Mod	Vendor Response
1.	Is the reporting tool an integral part of the system? If no, please name the proposed product and version number.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Ability to report employee leave activity, by person, leave type, location, reason code, or pay period	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Ability to report by position where the most overtime occurs and employees accruing the most overtime.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Ability to generate vacation schedules.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Ability to generate evaluation or certification due dates.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Ability to customize the list of reports that are available to each system user, including standard and custom reports.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	System provides reports that can be printed and exported to text, portable document format (PDF), word processor, spreadsheet, and database table formats.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#	Feature	Type	Yes	No	Mod	Vendor Response
8.	Ability to run reports based upon system security roles.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Ability to calculate current pay rates for an employee based on accrued work hours for a given work period.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

VII. Vendor Support Features

#	Feature	Type	Yes	No	Mod	Vendor Response
1.	Training program provided to new installations. If yes describe.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Indicate how many hours of training are typically required for: <ul style="list-style-type: none"> • Users • Trainers • System Administrators 	R				
3.	End user support options are available including after-hours support. If yes, describe.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Technical support options are available including after-hours support. If yes, describe.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	System user conferences hosted by you and/or user groups. If yes, describe.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Provide a full set of documentation for: <ul style="list-style-type: none"> • User • Trainer • System Administrator • Other (please describe) 	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Provide an electronic searchable version of the documentation.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Provide the information model (e.g. data dictionary and schema information) to clients for databases. (Note: The City will agree to sign a NDA with the software vendor.)	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

VIII. Software Features

#	Feature	Type	Yes	No	Mod	Vendor Response
1.	System runs under Windows 2003 on servers.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#	Feature	Type	Yes	No	Mod	Vendor Response	
2.	System runs under Windows XP SP2 on client workstations.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.	System uses SQL Server 2000 or higher as the primary system database.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.	System supports remote administration. If yes, describe.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.	System provides tools to aid in the deployment of software to the client PCs.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.	System has built-in backup and restore feature.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.	Vendor certifies within six months of release of software updates by third party vendors, that the proposed system will run correctly with the 3 rd party software updates (e.g., operating system patches).	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.	Vendor allows customers to develop and implement custom database views.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
9.	Vendor provides a detailed document (e.g., Data Dictionary) that describes all system tables and the links between system tables.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
10.	System includes software development tools that allow customizations to the base product.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
11.	System includes on-line context based help facility.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
12.	System has built-in database maintenance tools.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
13.	Describe your systems basic architecture.	R					
14.	Describe the application development environment used to build your system.	R					
15.	Describe if your system has a module to allow limited access from the world wide web. (Example: Setup employees so they can see their schedule via a secured web site.)	O					

#	Feature	Type	Yes	No	Mod	Vendor Response
16.	System supports standard Windows application functionality. (For example, ctrl+c copy, ctrl+v paste, etc...)	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	System is able to print and read bar codes.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	System supports use of PDAs. (Palm Pilot, Windows Mobile, etc.)	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19.	Describe how your system handles multiple users, data concurrency control, record locking, and conflict resolution.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	System operates at 99% reliability (uptime) or better for all system functions.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21.	Ability to run concurrent fully functional test/training systems for non-production uses without additional licensing costs.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

IX. System Interface Features

#	Feature	Type	Yes	No	Mod	Vendor Response
1.	Supports two-way communication with Microsoft Outlook/Exchange.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Integrates with Microsoft Office products. If yes, describe how your system supports integration with Word, Excel, Outlook, and Access.	R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Integrates with Oracle JDEdwards Enterprise One v8.12 for finance and time entry.	O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

X. Features – Information Only

#	Feature	Type	Yes	No	Mod	Vendor Response
1.	System automatically imports system configuration, and other information supplied via text files, spreadsheet files, or via real-time links to other databases.	I	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Ability to receive training information from a training system.	I	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Ability to receive court calendar reports from the local courts system.	I	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	System works with Crystal Reports. If yes, describe.	I	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#	Feature	Type	Yes	No	Mod	Vendor Response	
5.	Support other common desktop tools. If yes, please indicate which ones.	I	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.	Describe if your system has out-of-the-box capability to integrate/interoperate with other systems. (Please indicate which ones.)	I					
7.	System provides a mechanism for real-time bidirectional data transfer with external systems.	I	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.	Describe how your system supports intra/inter-governmental information sharing efforts.	I					
9.	Describe if a system module is available which provides data or message broker capability.	I					
10.	Describe how your system supports open standards like XML and SOAP.	I					

APPENDIX A - VENDOR RESPONSE FORMS

A. Vendor Profile

Please provide the following vendor information.

Year founded:	
Headquarters location:	
Local officer(s):	
Total gross revenues:	
Total gross revenues for public sector:	
Average rate of growth in sales over the last three years:	
Number of full-time personnel: <ul style="list-style-type: none"> • total company • management • support • research and development 	
Number of full-time personnel dedicated to public sector products: <ul style="list-style-type: none"> • support • research and development 	
Number of total customers by product suite: <ul style="list-style-type: none"> • past year • past three years 	
Number of public sector sales by product suite: <ul style="list-style-type: none"> • past year • past three years • Washington State 	
Describe the evolution of the employee scheduling software. Include the date of the first installation and the major developments which have occurred (e.g., new version, new modules,).	
Number of ESS installations using SQL 2000 or higher.	
Number of Police agencies using the proposed solution.	
Number of Fire agencies using the proposed solution.	
Number of Police and Fire agencies using the proposed solution in one city.	
Does your company have current pending or threatened litigation? If yes, explain in detail.	

B. Vendor Certification and Assurance

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or costs data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by the City of Kent, Washington without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the City of Kent whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the City of Kent will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the City of Kent, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Vendor or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the City of Kent the right to contact references and others, who may have pertinent information regarding the Vendor's prior experience and ability to perform the services contemplated in this procurement.

Signature of Vendor

Title

Date

C. Software Customer References

MUST SUBMIT AT LEAST 3 PUBLIC SECTOR REFERENCES FOR THE PROPOSED ESS
 At least two references should describe projects completed by the proposing
 Software Vendor/Implementation Team combination.

Organization _____
Contact Name _____
Contact Title _____
Address _____

Telephone _____
Email _____

Server/Database Platform _____
Number of Concurrent Users _____
Contract Dates _____
Number / Type of Support Personnel _____

In the table below, list the modules that were included in the project and the dates they went live.

Module	Approximate Go Live Date

D. DECLARATION

CITY OF KENT EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Kent is committed to compliance with Federal and State laws regarding equal opportunity. As such, all contractors, subcontractors and suppliers who perform work with relation to this Agreement will comply with the regulations of the City’s equal employment opportunity policies.

The City requires any contractor, subcontractor or supplier working on this Agreement to certify that the following statements are true. If any contractor, subcontractor or supplier willfully misrepresents themselves with regard to the statements below, it will be considered a breach of contract, subject to suspension or termination of the Agreement, in whole or in part, in the City’s sole discretion.

The statements are as follows:

1. The Vendor has read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement, the Vendor will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement, the Vendor will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement, the Vendor will actively consider hiring and promoting women and minorities.

By signing below, the Vendor certifies that it is in compliance with the City’s equal opportunity policies regarding contractors, subcontractors and suppliers.

Dated this _____ day of _____, 200__.

By: _____

For: _____

Title: _____

Date: _____

EXHIBIT 1

**CITY
ADMINISTRATIVE POLICY**

NUMBER: 1.2 **EFFECTIVE DATE: January 1, 1998**

SUBJECT: MINORITY AND WOMEN CONTRACTORS **SUPERSEDES: April 1, 1996**
APPROVED BY: Jim White, Mayor

POLICY:

Equal employment opportunity requirements for the City will conform to federal and state laws. All contractors, subcontractors, and suppliers of the CITY must guarantee equal employment opportunity within their organization and, if holding contracts with the CITY amounting to \$10,000, or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Any contractor, subcontractor, consultant or supplier who willfully disregards the CITY'S nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the contract.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to assume the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the CITY'S equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state, and local laws, policies, and guidelines.

APPENDIX B – REQUIRED TERMS AND CONDITIONS

REQUIRED TERMS AND CONDITIONS

The City will require certain contractual obligations. In addition to all statements made in the RFP related to the procurement process, the following terms and conditions will be applied to any contract entered into with the City. These may include but are not limited to the following:

1.0 Definitions

City Operating Environment: Operating environment means all host computer(s), network, client, and software operating systems, database software (i.e., SQL Server), and any other peripheral devices necessary to operate the City's system.

Concurrent Software License: Concurrent licenses represent the number of simultaneous connections to the application software database, regardless of the number of machines upon which the application software is installed.

Final Acceptance: Final acceptance means the date, as determined in writing by City, that the software product and software documentation for each project phase/milestone has been delivered, placed in operation, tested by the City, and have provided full functionality for a period of at least 30 calendar days.

Licensed Software Product: Licensed software product means the computer programming code, including object code and any source code which may be provided, for the software programs provided by the Vendor under the Vendor's responses to this RFP. Licensed software products do not include any third party software.

Request for Proposal or RFP: Request for Proposal or RFP means the City's published document seeking proposals for a employee scheduling software system issued on September 24, 2008.

Response to RFP: Response to RFP means the Vendor's response, dated October 15, 2008, to the City's RFP, dated September 24, 2008, and together with Vendor's demonstrations and supporting documentation presented at City's site during the week of November 03, 2008.

Software Documentation: Software documentation includes, without limitation, all media, machine readable or otherwise, including tapes, disks, diskettes, recordings, memories, chips, photos, printed or written documents, manuals of any type, and any other media containing recorded or stored information.

Software Installation: Software installation means the point in time when all modules of the complete application software package have been delivered to the City's site, configured to perform correctly on the City's system, put into operation, and executed by City employees.

Source Code: Source code means all Vendor's source and object programs, including all corresponding documentation.

Software Support Agreement: Software support agreement means an agreement

entered into between Vendor and City to become effective at the expiration of the warranty period that will provide for ongoing service, maintenance, and updates of the software product and software documentation through telephone and onsite assistance.

Third Party Software: Software delivered with the licensed software products but which require separate license with a third party prior to their use.

Update(s): Update(s) means program corrections, enhancements or upgrades to licensed software within the scope of City's purchase of software product and software documentation.

Vendor Software: Vendor Software will mean the computer program in object code and the user manuals, including any corrections, enhancements, updates or other modifications to such computer program and user manuals.

Warranty Period: Warranty period means the one-year time period after final acceptance in which the Vendor is responsible, at its cost, for service, maintenance, and update of the software product and software documentation through telephone and onsite assistance prior to any software support agreement taking effect.

2.0 Effective Date and Term

The license to use the Vendor Software will become effective upon delivery and installation of the software onto City's operating environment and will continue in perpetuity.

The term for the implementation professional services covered under this agreement will become effective upon the date the Agreement is executed by the City and will continue through the expiration of the warranty period.

The term for the maintenance and support services covered under this Agreement will become effective upon the expiration of the warranty period and will continue on annual one-year terms, which will automatically renew each year, unless City provides Vendor with thirty (30) days written notice of its intent to not renew maintenance and support.

3.0 Financial Provisions

Payment for the products and services to be provided under this agreement will occur in accordance with the progress payment schedule and statement of work exhibits (to be determined during contract negotiations).

3.1. Invoicing

Vendor will invoice professional services and expenses separately from software license fees in a form acceptable by the City and with reasonable documentation.

3.2. Payment Method

All payments of undisputed charges will be made in U.S. Dollars within forty-five (45) days of an approved invoice in accordance with the Progress Payment and Fee Schedule (to be determined during contract negotiations), so long as City has accepted and approved the products and services listed on the invoice.

4.0 Licenses

Any software license provided under this agreement shall be guaranteed in perpetuity to the City.

5.0 Responsibilities

Vendor will provide the software product(s), other products, support, and other services as negotiated with the City at the conclusion of the RFP process. These software products, other products, support and services shall be accompanied by the software documentation and include program specifications that describe the program setup, operation, and maintenance.

6.0 Operating Environment Designation

The license granted to use the software products under this agreement will be fully operational when used on the City's operating environment.

7.0 Changes in Designated Operating Environment

Vendor will provide all identified support levels for the City's operating environment for a minimum of five (5) years from the date the City issues its final acceptance of the software product(s), other products and software documentation. If the Vendor discontinues support for the City's operating environment at any time prior to the expiration of this five-year period, the Vendor shall provide, at no cost to City, all assistance necessary to move the City to an operating environment, of the City's choice, that is supported by the Vendor. This assistance shall include, at a minimum, installation and configuration of the software in the new operating environment, conversion of data from the unsupported operating environment to the new operating environment, and training necessary to operate and maintain the system in the new environment. The City may change its designated Operating Environment at any time to a supported operating environment without incurring additional License Fees.

8.0 Additional Licenses and License Fees

The initial license fees will be fixed through the expiration of the warranty period. If the City increases the number of concurrent users before the expiration of the warranty period, City will pay additional license fees at the same rate as the initial license fees. Thereafter, if the City increases the number of concurrent users, the City may pay additional license fees at an increased rate, but such rate will not be increased more than five percent (5%) of the initial or then current license fee.

9.0 Product Functionality

9.1. Functionality

The Vendor's software application shall provide the following functionality:

- Functionality documented in the Vendor's response to RFP.
- Functionality documented in any amendments to Vendor's response to RFP.
- Functionality demonstrated during the product demonstrations as described in the City's RFP.
- Functionality documented in the Vendor's software documentation.
- Functionality documented as part of the contract.

9.2. Altering Functionality

In the course of updating or enhancing the software application, the Vendor may alter an application's functionality. However, the Vendor shall not eliminate or substantially alter any software functionality promised under this agreement without the express written permission of the City.

10.0 Timely Service and Correction

10.1. Timely and Professional Service

Vendor services shall be performed in a timely and professional manner by qualified technicians familiar with the software and its operation. Vendor further represents that the services furnished under this agreement will be performed in accordance with industry practices in effect at the time those services are performed.

10.2. Defects Corrections

Throughout implementation and during the terms of all support and maintenance agreements, including all renewal periods, Vendor will promptly correct all defects to the extent those defects originate from the acts or omissions of Vendor's products or personnel.

11.0 Warranty

11.1. Title Warranty

Vendor warrants that it has full title and ownership of the software products and other products. Vendor further warrants that it has the full power and authority to grant the license(s) granted by this agreement to the City and that the license to and the use by the City of the software products and other products in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

11.2. Merchantability and Fitness Warranty

Vendor represents and warrants that the software product(s), other products and software documentation will be merchantable and will be fit for the particular purposes established in City's RFP and Vendor's response to City's RFP.

11.3. One-Year Express Warranty

Vendor warrants that, for a period of one (1) year from the date that the City has issued its final acceptance of the software product(s), other products and software documentation, the software products(s), other products and software documentation will be free from significant programming errors and from defects in workmanship and materials and shall operate in conformity with the performance capabilities, specifications, functions, and other applicable descriptions and standards, specifically including all specifications established in the user manual and elsewhere by Vendor. During this warranty period, Vendor shall also provide the City the support and maintenance services set forth in the Maintenance Agreement at its cost. After expiration of the warranty period, Vendor shall provide support and maintenance services for the Software pursuant to the terms of that Maintenance Agreement. This warranty will not be affected by the City's modification of the software product(s) (including source code), other products or software documentation, so long as the Vendor can discharge any warranty obligations notwithstanding those modifications or so long as the Vendor can discharge any warranty obligations following customer's removal of its modifications.

11.4. Virus Warranty

Vendor warrants that the software product(s) or other products do not contain any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could in any manner, reveal, damage destroy, or alter any data or other information accessed through or processed by the software product(s) or other products in any manner. Vendor shall immediately advise the City, in writing, upon reasonable suspicion or actual knowledge that the software product(s) or other products may result in the harm described above.

11.5. Maintenance Warranty

Vendor warrants that it will maintain the software product(s), other products and software documentation, including all updates, so that the software product(s), other products and software documentation will operate in conformity with all improvements, additions, or modifications of the software installed at City's site or sites for a period of not less than five (5) years from the date of City's final acceptance of all software products, other products and software documentation.

12.0 Indemnification

12.1 General Indemnity

Except for liability that is solely the fault of the City, its officials, officers, employees, agents, and assigns (each of the foregoing hereafter referred to individually as the "Indemnified Party"), Vendor agrees to defend, indemnify and hold harmless the Indemnified Party from and against any and all third party claims, actions, losses, liabilities, judgments, awards and costs (including attorney fees and legal expenses) arising out of or in connection with the negligence of the Vendor in the performance of this agreement. Vendor shall defend or settle, at its sole expense, all suits or proceedings arising out of the foregoing. In all events, the City shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. This indemnification will survive the expiration or termination of this agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

12.2 Intellectual Property Indemnity

Vendor agrees to indemnify, defend and hold harmless the City, and its officials, officers, employees, agents and assigns from and against any and all third party claims, liabilities, losses, damages or expenses (including attorneys' fees and related costs) arising out of or relating to the ownership, possession or use of Vendor Software protected by intellectual property rights, including patent, copyright and trade secret. In case such Vendor Software is held to constitute an infringement and their use enjoined, Vendor, at its cost and expense, shall: (a) secure for the City the right to continue using the Vendor Software by suspending the injunction or by procuring a royalty-free license, or (b) replace the Vendor Software with noninfringing software, that performs the same functions as the infringing item, or (c) modify the Vendor Software to cure the infringement. Vendor will have no obligation under this section for a claim of infringement to the extent it is attributable to the City's unauthorized or improper modification or use of the Vendor Software. No settlement that prevents the City from continuing to use the software product(s), other products or software documentation as provided in this agreement shall be made without the City's prior written consent. This indemnification shall survive termination or expiration of the Agreement.

13.0 Insurance

Vendor shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, their agents, representatives

or employees with the minimum limits and types described below. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

13.1. Automobile Liability

Automobile liability insurance (including commercial automobile liability insurance) covering all owned, non-owned, hired, leased vehicles. Coverage shall be written on an occurrence basis on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This automobile liability insurance will have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

13.2. Commercial General Liability

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, independent contractors and personal injury and advertising injury. The policy will be endorsed to name the City as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City. Insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

13.3. Professional Liability

Professional liability insurance appropriate to the Vendor's profession with limits not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

13.4. Workers' Compensation

Workers' compensation coverage as required by the Industrial Insurance laws of the State of Washington.

13.5. Deductible

Any payment of deductible or self-insured retention shall be the sole responsibility of Vendor.

13.6. Endorsement

With the exception of Professional Liability insurance, which shall be provided on a claims-made basis, the City, its officers, officials, employees, and agents shall be named as an additional insured on the insurance policy, as respects work performed by Vendor for the City. Vendor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

13.7. Verification of Coverage

The Vendor shall furnish the City with original insurance certificates and a copy of amendatory additional insured endorsements before commencement of the work. The policy will also be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of

any cancellation, suspension or material change in coverage.

13.8. Primary

Vendor's insurance shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City will be excess of the Vendor's insurance and will not contribute with it.,

13.9. Failure

A failure to provide insurance coverage and written acceptance of the tendered policy shall be deemed to constitute a material breach of contract by Vendor. The City reserves the right to then award the contract to another vendor. In order to protect the public interest and notwithstanding any provisions herein to the contrary, Vendor's failure to comply with any provision in this section shall subject the contract to immediate termination without notice and without recourse by any person.

14.0 Rights in Data

City

City shall retain rights in the Data stored in the Database Structures. Notwithstanding the foregoing, City grants Vendor the right to use the Data for any purpose connected with Vendor's business relationship with City, with the understanding that any release of City's Data to other parties must be preauthorized by the City in writing.

Vendor

Vendor will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City. Vendor will not use any advertising, sales promotion, or other publicity matters relating to any software furnished under this agreement in which the City's name is mentioned without the prior written consent of the City.

15.0 Project Responsibilities

City

The City will be responsible for providing meeting rooms, providing access to computer facilities and equipment, responding to Vendor requests for approvals, and other requests related to City business in a timely manner, and will coordinate City staffing related to the project.

Vendor

Vendor will be responsible for all other items relating to implementation including system installation, providing technical and user training to City staff, and providing adequate system documentation. All services and implementation shall be provided in a timely manner.

Timelines

Timelines will be mutually agreed to prior to contract execution. Both the City and Vendor will be responsible for working in a cooperative manner to meet implementation timelines

for the following milestones:

- Contract Execution
- Software Installation
- Module and System Implementation and Training Completion
- Initial Module Acceptance
- Final Module Acceptance
- System Goes "Live"
- System Acceptance Period
- Final System Acceptance

Any delays to the schedule shall be pre-approved by the City and such approval shall not be unreasonably withheld.

16.0 Key Contract Staff

Vendor agrees that, for circumstances within the Vendor's control, proposed Vendor staff in key roles will remain on this project, that their level of involvement will not decrease beyond that proposed, and that they will not be reassigned or replaced by less proficient vendor staff through implementation of the proposed system. Any proposal by the Vendor for changes to, or replacement, or substitution of key Vendor staff throughout the duration of the project must be submitted to the City for review and approval. Key Vendor staff for this project have identified as the persons performing the following roles:

- ***Project Manager*** – This is the person responsible for the overall schedule, budget, resources and quality, and who provides day-to-day management of the project. The person in this role is expected to have significant on-site presence in the City during all phases of the project planning and implementation.
- ***Technical Lead*** – This person is the primary technical architect and expert assigned to the project. As with the project manager, this person is expected to have a significant on-site presence in the City during all phases of project planning and implementation.

In the event a key Vendor staff replacement is required, or requested by the City, the City shall have the right to review resumes, interview replacement candidates, check candidate references and at their discretion, accept or reject proposed replacements. In no event shall such changes in key Vendor staff take effect without the written consent of the City.

17.0 Source Code Escrow

Escrow Agent

Vendor agrees to place current copies of its source code, including all relevant commentary, explanations and other documentation, as well as instructions to compile the source code, plus all revisions to the software source code encompassing all corrections, changes, modifications and enhancements made to the software by Vendor (the "Escrowed Material") into an escrow account with an escrow agent, subject to the terms of a software escrow agreement that must first be approved by the City. Vendor will update these copies within forty-five (45) calendar days of each major product release.

Vendor will provide the Escrowed Material as required herein prior to the final acceptance date.

Instances of Default

The City may access the Escrowed Material upon the occurrence of any one of the following instances of default:

- (a) Vendor defaults on any of the terms of its contract with the City;
- (b) Vendor ceases its ongoing business operations;
- (c) Vendor stops maintenance support of the software module in question;
- (d) Vendor fails to perform the contract in a timely fashion;
- (e) Vendor suffers any act of insolvency; or
- (f) Vendor fails to maintain technical staff capable of supporting or modifying the software system.

Right to Obtain Source Code

The City will give written notice by certified mail to the Escrow Agent and the Vendor of the occurrence of any instance of default. Vendor will have thirty (30) calendar days from the date the notice is sent to cure the default, but if the default has not been cured, then the Escrow Agent shall upon the thirty-first (31st) calendar day deliver to the City the Escrowed Material, including all revisions. Upon the direct request from Vendor, the City shall have the unconditional right to immediately obtain and use the Escrowed Material.

18.0 Independent Contractor

The parties intend that an independent contractor-employer relationship will be created by their relationship. The City is interested primarily in the results to be achieved and compliance with the terms and conditions of the Agreement. The responsibility for the conduct and control of the work will lie solely with Vendor. Vendor is not to be considered an agent or employee of the City for any purpose, and the employees of Vendor are not entitled to any of the benefits that the City provides for its employees. Vendor understands that the City does not intend to use the Vendor's services exclusively. Vendor will be solely responsible for reimbursement to subcontractors and the City will have no obligation to them.

19.0 Equal Employment

Vendor shall comply with all federal, state, and local laws, rules, regulations, and ordinances prohibiting discrimination in employment with regard to age, sex, race, color, creed, national origin, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. Further, Vendor will comply with the City's Minority and Women Contractors Policy (Administrative Police Number 1.2, attached in Appendix A as Exhibit 1) and also provide all written statements required by that policy.

20.0 Support during Warranty and Maintenance Periods

Vendor will also enter into a software maintenance services agreement with the City that will enable the software system to perform in accordance with this agreement, the City's RFP, the Vendors response to RFP, and other identified documentation, including amendments or addenda that may be issued from time to time.

This software maintenance services agreement will go into effect at the conclusion of the

applicable warranty period and shall automatically extend for additional one (1) year periods, unless cancelled by the City by written notice no less than thirty (30) days prior to the end of period of coverage. The Vendor shall provide the City no less than twenty-four (24) months prior written notice if the Vendor generally discontinues offering maintenance to customers of the licensed products. The Vendor will not provide such notice during the initial five (5) years following execution of this agreement.

Throughout the warranty period and during the term of this maintenance agreement, Vendor will provide, at a minimum, the following software maintenance services:

- All new releases of the software product(s)
 - All software system modifications, updates and revision
 - All software system improvements
 - All functional problem resolutions to the software product(s)
 - All software documentation modifications, updates and revisions
 - All software system modifications in support of changes in the City's operating system
 - Telephone support during the hours of 7:00 a.m. and 6:00 p.m., Pacific Time, seven days a week, excluding national holidays
 - On site support, when required because of the severity of a software problem or for other reasons identified in the agreement
- All support services listed in the license agreement, the City's RFP and the Vendor's response to RFP

Response times will vary depending upon the severity of the problem experienced (e.g., problems or bugs that materially affect the functionality of any software product may require immediate onsite response; less critical problems may only require telephone response within a set time period). Vendor's required response times for identified support (i.e., telephone, onsite, or otherwise) will be within fixed periods of time; vague response requirements such as "prompt" or "reasonable" will not be accepted.

21.0 Vendor's Right to Terminate

The Vendor may terminate this agreement if the City fails to make timely payment as provided in this agreement, so long as the Vendor has first provided the City with written notice of that default and the default has not been corrected within thirty (30) calendar days from the date of receipt of Vendor's written notice of default.

21.1 City's Right to Terminate

This agreement and the license granted hereunder may be terminated by the City if the Vendor is in default of any provisions of this agreement, so long as the default is not corrected within thirty (30) calendar days of the receipt of written notice of the default from the City. For the purposes of this Section, "default" shall include, without limitation, any failure to abide by the terms or conditions of this agreement including the City's RFP and Vendor's response to RFP, or any of the following instances:

- Vendor defaults on any of the terms of its contract with the City;
- Vendor ceases its ongoing business operations;
- Vendor stops maintenance support of the software module in question;
- Vendor fails to perform the contract in a timely fashion;
- Vendor suffers any act of insolvency; or
- Vendor fails to maintain technical staff capable of supporting or modifying the software system.

21.2. Other Termination

The City may terminate this agreement, including all related agreements (e.g., maintenance agreements, etc.) in whole, or from time to time in part, whenever the Vendor is prevented from proceeding with the project work by reason of a preliminary, special, or permanent restraining order from a court of competent jurisdiction where the issuance of such restraining order is primarily caused by either acts or omissions of the Vendor or by acts or omissions of persons or agencies other than the Vendor. Additionally, the City may also terminate this agreement in whole or in part if the City's Information Technology Director determines that termination is in the best interests of the City.

21.3. Claims

Any claim for damages incurred by either party resulting from breach of this agreement by the other party shall survive termination. The remedies provided herein shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy herein provided or otherwise available to Vendor shall impair or affect its right to exercise the same.

22.0 Attorneys' Fees

Subject to the indemnification and limitation of Vendor's liability provisions set forth in this agreement, if any action or suit is brought with respect to a matter or matters covered by this agreement, each party shall be responsible for all its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.

23.0 Governing Law

The construction and performance of this agreement shall be governed exclusively by the Washington State Uniform Commercial Code, Title 62A Revised Code of Washington, and other laws of the State of Washington without regard to the conflict of laws provisions thereof. If parties are unable to settle any dispute, difference or claim arising from the parties' performance of this agreement, the exclusive means of resolving that dispute, difference or claim shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court located in Kent, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process.

24.0 Entire Agreement

The terms and conditions outlined, together with City's RFP and Vendor's Response to RFP constitutes the entire agreement between Vendor and City and shall not be modified or rescinded except in writing, signed by both parties. In the case of inconsistencies or disputes among this agreement, the City's RFP, and the Vendor's response to RFP, the following order of precedence shall prevail in descending order of priority:

- 1) This agreement and any written and fully signed amendments thereto.
- 2) The City's RFP and any written amendments thereto.
- 3) The Vendor's response to RFP and any authorized written amendments or clarifications thereto.

If any terms or conditions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions shall not in any way be affected or impaired.

25.0 Severability

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed omitted from this Agreement. The remainder of the Agreement will be valid and enforceable to the maximum extent possible.

26.0 Notice

All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder will become effective three (3) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

27.0 Assignment

Any assignment of this Agreement by either party without the written consent of the non-assigning party will be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement will continue in full force and effect and no further assignment will be made without additional written consent.

28.0 Access to Records and Audits

Even though Vendor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and will be subject to the City's general right of inspection to secure satisfactory completion. The Vendor will permit authorized representatives of the City to inspect, audit, make copies and transcriptions of books and all data and records of the Vendor relating to its performance under the Agreement, except for internal Vendor correspondence, at mutually agreeable times during normal work hours. Vendor will maintain all such records for a period of three (3) years after the City makes final payment under this Agreement.

29.0 Waiver

The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of any further right under this Agreement.

30.0 Amendment

No amendment, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

31.0 Conflict of Interest

Vendor warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under Washington law during the performance of services under this Agreement. Vendor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

32.0 Vendor Protection of City's Confidential Information

Vendor will not release any reports, information or materials prepared in connection with this Agreement without the approval of the City. Vendor will safeguard and keep confidential the City's confidential information to the same extent it safeguards its own confidential information.

33.0 Software License provisions

33.1 Right to Copy

City will not, without prior consent of Vendor, make additional copies, in whole or in part, of the Vendor Software provided under the license except for back-up purposes.

33.2 Grant of License

Vendor grants to City a non-transferable, non-exclusive, perpetual license to use, in accordance with this Agreement, the Vendor Software provided in Exhibit ___ and its related documentation, as it may be updated and revised from time to time in accordance with this Agreement. Title to all Vendor Software and all related intellectual property will be and remain exclusively with Vendor.

33.3 Use Restrictions

Vendor Software use is restricted to ___ concurrent users. City agrees to use the Vendor Software only for City's purposes and will not or will not allow the following:

- a. Use any Vendor Software for any purpose, at any location or in any manner not specifically authorized by this Agreement; or
- b. Make or retain any copy of any Vendor Software except as specifically authorized by this Agreement or in writing by Vendor; or
- c. Create or recreate the source code for the Vendor Software, or re-engineer, reverse engineer, decompile or disassemble the Vendor Software; except in accordance with the Agreement if the Agreement is terminated for cause; or
- d. Modify, adapt, translate or create derivative works based upon the Vendor Software, or combine or merge any part of the Vendor Software with or into any other software or documentation not as otherwise expressly provided by this Agreement; or
- e. Remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Vendor Software, or fail to preserve all copyright and other proprietary notices in any copy of any Vendor Software made by City; or
- f. Sell, market, license, sublicense, or distribute to any third party any Vendor Software.

33.4 City's Protection of Vendor Software

City agrees that Vendor Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Vendor. During this Agreement, City and its employees will maintain the confidentiality of this information and will not disclose any such proprietary information to persons not an employee, officer or agent of the City without prior written consent of Vendor.