



Town of Salem

Request for Proposals

Time Clock Management System (TCMS)

RFP 2019-033

Released November 21st, 2019

Due December 12th, 2019 12:00 Noon

William J. Scott

Assistant Town Manager



Public Notice

Town of Salem, New Hampshire
Request for Proposals
Time Clock Management System
November 2019

The Town of Salem, NH is issuing a Request for Proposals (RFP) for a Company to provide services and products in the assessment, design, coordination, installation, and support for an Employee Time Clock Management System (TCMS) that can manage data in a format that works effectively with MuniSmart software and addresses the Town of Salem needs, within the context of the operations and employee contracts associated with multiple contracts and locations. Copies of the RFP are available online at: <https://www.townofsalemnh.org/purchasing/pages/current-bids-proposals-and-awards> at the Town of Salem website, under Purchasing Current Bids Proposals and Awards. Proposals are due December 12th, at 12:00 noon, to William Scott, Assistant Town Manager, 33 Geremonty Drive, Salem NH 03079 at the Building Department Counter, front entrance lobby in Town Hall. Questions regarding the RFP must be filed to the above contact by 12/05/2019 by email to wscott@salemnh.gov. The Town of Salem reserves the right to reject any or all proposals, to waive any informalities in the proposals received, and to accept the proposal which, in the opinion of the Town, best meets the criteria set by the Town. The selection of the consultant shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin.

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- November 21, and November 27th Eagle Tribune and Union Leader
- Published Town of Salem NH webpage November 21.

**Town of Salem
Request for Proposals
Time Clock Management System**

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PART 1: OVERVIEW and DESCRIPTION OF PROJECT

The Town of Salem NH is seeking proposals, to obtain a Time Clock Management System with full integration with [MuniSmart](#) the Town payroll and accounting services program and other programs as may be applicable such as [CrewSence](#) for Fire and Police. For the purpose of this RFP the term “Company” shall mean the firms, vendors, or Company filing a proposal. The objectives for the project are as follows:

- To stay compliant with workplace laws;
- To reduce payroll data entry, interpretation, and errors;
- To maximize labor resources;
- To provide employees with a reliable data source to ensure correct payment;
- To prevent employee time theft;
- To minimize overtime;
- To improve employee oversight;
- To establish reliable data sources for operations and budget analysis toward creating a cost effective workplace.

The Town understands there are essentially six digitally-based time clock receiver categories, as cited below. The Town requests the Company propose the most reliable, effective, and cost-saving method that integrates effectively with the way each department conducts business. Toward that end, not all of the aspects listed below would be applicable, and dependent on the facility and operations protocols the Company may provide proposals which recommend a variety of options.

- Card System
- Biometric
- Key fob
- PIN entry
- Proximity
- Web-based

The Company in their proposal shall agree to guarantee services and capability for the current and future connectivity and compatibility with [MuniSmart](#) version 8.7 a6 and any and all software and systems as outlined in the table titled “Salem NH Time Clock Profile” as provided below. It is the Town’s goal to begin the integration and training on the system no later than August 1, 2020; therefore, installation of the system hardware and software shall be completed prior to that time.

The Town of Salem employs approximately 320 employees in total. Approximately 29 are salary employees and 291 are hourly employees. The Town Departments have very unique Payroll/Time clock needs based on the numerous and varying methods in which employees are paid. The applicable sections of the Union Contracts for all applicable employees are included at this link: [UNION CONTRACTS](#). The specific contract days worked within any one of these groups can vary depending on the location and Division of the employee, as outlined in the table. Employees in different groups are afforded different benefits with respect to vacation, sick leave, and personal time.

Currently time worked for hourly employees is collected mainly via a paper time sheet and submitted to the Payroll office on a weekly basis for processing. The current pay period spans from Sunday at midnight to Saturday 11:59 pm. At this time accruals are tracked and adjusted manually within [MuniSmart](#). This includes the actual accruing and usage of each accrual type. This is done in a decentralized manner at each respective location by those responsible. Ultimate integration and streamlined automation within the time clock software and [MuniSmart](#) is the end goal.

Salem NH Time Clock Profile

<u>Physical Location</u>	<u>Count by</u> <u>Physical Location</u>	<u>UNIT</u>	<u>Count by</u>
			<u>Unit</u>
Fire - Central		FIRE	43
Fire - Central		NON-AFFILIATED	1
Fire - Central		SEA	1
Fire - Central	47	SPAA	2
Fire - North Station	12	FIRE	12
Fire - South Station	20	FIRE	20
Library	23	LIBRARY	23
M.S. -DPW		AFSCME	13
M.S. -DPW		NON-AFFILIATED	1
M.S. -DPW		SEA	1
M.S. -DPW	16	SPAA	1
M.S. -DPW CEMETARY OFFICE	3	AFSCME	3
M.S. Landfill	1	AFSCME	1
M.S. Town Hall & Courthouse	1	AFSCME	1
M.S. Water Treatment Plant		AFSCME	11
M.S. Water Treatment Plant		PT Non-Union	2
M.S. Water Treatment Plant	15	SPAA	2
Police Department		POLICE	64
Police Department		PT Non-Union	25
Police Department		SEA	4
Police Department	103	SPAA	10
S.C. - PALMER SCHOOL	4	PT Non-Union	4
S.C. - Senior Center		AFSCME	1
S.C. - Senior Center		PT Non-Union	3
S.C. - Senior Center		SEA	4
S.C. - Senior Center	9	SPAA	1
Salem High School		PT Non-Union	2
Salem High School		SEA	3
Salem High School	6	SPAA	1
Town Hall		FIRE	2
Town Hall		NON-AFFILIATED	9
Town Hall		PT Non-Union	10
Town Hall		SEA	24
Town Hall	54	SPAA	9
TOTALS	314		314

PART 2: INSTRUCTIONS

This Request for Proposals (RFP) is issued by the Town of Salem NH in compliance with requirements of Town Procurement policies and State Law as applicable. Any conflict or inconsistency between the requirements of the Town and this RFP shall be determined by the contact person listed in the PUBLIC NOTICE. RFP packages can be obtained through the website indicated in the above PUBLIC NOTICE. RFP packages WILL NOT be faxed or emailed. Respondents are instructed to view the above table and Union Contracts. Questions may be addressed in writing to the above contact in the PUBLIC NOTICE. If the RFP is changed as a result of questions, or other reason, the Town will send by email appropriate notice of same, in addendum form, on the website indicated in the PUBLIC NOTICE on or about the date indicated herein.

A. Submittal

A complete proposal must be received by the Town by the date and time indicated in the above PUBLIC NOTICE, in order to be considered responsive to this RFP.

1. Proposals shall be delivered to the place specified and no later than the time specified in the PUBLIC NOTICE. One original and THREE (3) copies, properly signed, enclosed in an envelope, sealed and plainly marked on the outside of the envelope:

**The narrative proposal shall be titled as follows:
"RFP – Time Clock Management System"**

**The Price proposal in a sealed envelope ONLY in the ORIGINAL packet shall be titled:
"RFP – Time Clock Management System – Price Proposal"**

Both proposals shall be delivered to the address as outlined in the PUBLIC NOTICE.

2. The original proposals must include separately sealed and marked Price and Non-Price Proposals. The copies do not require a separate Price Proposal.
3. The Price Proposal shall include the line items applicable to the services as outlined in the Price Proposal form in the Appendix.
4. An individual authorized to bind the bidder to the proposed contractual agreement shall sign the cover letter.
5. Failure to complete the enclosed forms, to answer any questions or to provide the required documentation will be deemed non-responsive and will result in rejection of the proposal unless the Town determines such failure constitutes a minor informality and is in the best interest of the Town to receive the proposal.
6. All requests for clarification and any questions about information contained in this RFP must be directed to the person and place cited in the above PUBLIC NOTICE.
7. No requests or questions will be accepted after the due date as cited in the PUBLIC NOTICE. The proposer must include with any request or question the name, address, telephone number, fax number, and e-mail address of the person to whom a response, if any, should be sent. If the Town determines an answer or response to a request or question is appropriate, the Town will provide such answer or response in writing to all proposers in the form of an Addendum to this RFP. Proposers are not entitled to rely upon any answers or responses unless the same have been so issued by the Town.
8. Bidders must acknowledge receipt of amendment(s) which is indicated in the schedule Part 5 herein.
9. Proposers may correct, modify, or withdraw proposals in writing only, and such writing must be received by the Town not less than 48 hours prior to the proposal opening, as documented in the above PUBLIC NOTICE. Any corrections or modifications must be in a sealed envelope when submitted.

10. Non-Price Proposals will be opened and the contents reviewed within two hours of the above due date and at the location as outlined in the above PUBLIC NOTICE in the Knightly Meeting Room. This review will determine if all contents and requirements of the submittal are met.
11. Each proposal shall remain in effect and be available for acceptance by the Town for a period of ninety (90) calendar days from the deadline for submission, until an agreement has been signed by the Contractor and the Town, or this RFP is cancelled, whichever occurs first.
12. In the case of a discrepancy on the Price Summary Form between written and numerical amounts, the written amount shall prevail.
13. Nothing in this RFP shall be construed as superseding the Town Ordinances, which shall at all time control.
14. A complete proposal shall include all of the following documents and shall be organized in the manner as cited below.

B. Required Submissions

Proposals must be received at the address and on or before the date and time indicated in the above PUBLIC NOTICE. All information in the proposal should be organized and presented as directed below. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract. The proposal should provide a straightforward and concise description of the proposal's commitment and ability to perform the services described in this document. To expedite the evaluation of proposals, it is essential the proposer strictly adhere to the instructions in this part. A proposal may be deemed to be non-responsive, at Town's discretion, if the proposer fails to comply with the following instructions. Proposals shall be a packet of choice (packet, box, envelope etc.) will contain one original and three copies, with items tabbed, 11 point font minimum, moderate margins and wider, with information as follows:

1. **Cover Letter:** The Transmittal Cover Sheet must be signed by the individual authorized to bind the proposer contractually. The letter must include: background on the Company, the name of the individual(s) who is/are authorized to negotiate and sign a contract on the proposer's behalf; the name, title, address, telephone number and email of the individual(s) who can supply additional information and a brief description of the overall services proposed. A statement shall be included that the Company understands they are handling confidential information and will take all necessary measures to secure the information from release. The signature of the authorized official(s) must be the same as the letter on all the proposal forms. Such individual who will sign shall also be of a sufficient status in the Company to confirm all of the statements in the letter. (3 pages maximum)
2. **Narrative:** No Pricing is allowed in this section. The narrative "Non-Price proposal" will be based upon the scope of services information, and the respondent's knowledge and experience in provision of software, hardware, consulting services for Time Clock Management Systems. The proposal should be prepared in a straightforward manner, concisely and economically, providing a complete description of the services and equipment to be provided. It should make clear that the minimum qualifications have been met and address the selection criteria. This RFP is meant to serve as a basis for the contract scope and therefore missing information in the proposal does not constitute a reason for additional services. The narrative must include the following:
 - **Background:** on the Company and its ability to fulfill the needs of the Town of Salem including examples of installations and clients which are similar to the Town of Salem that can demonstrate an ability to successfully implement a TCMS for the Town. A list of all installations by the Company, in the past five years, shall be provided in the Company's proposal appendix as cited below. (1 Page maximum)
 - **Implementation Plan:** Provide dates outlining a schedule of deliverables necessary to operationalize the proposal. The plan should consider the schedule in section 5 herein. The plan should discuss any and all steps necessary to implement the project as proposed. The detail in the plan shall discuss any steps that must be taken by the Company and the Town to coordinate implementation and steps by the

Company. The plan should include references to the Town schedule as cited in the applicable section below. (4 pages Maximum)

- **Products:** Description of the software and hardware that will be employed. References should include the titles of the sections in the Scope of Services section with a general narrative discussing the ability to meet the statements. (3 pages maximum)
- **Expertise:** Background of the staff and technicians provided by the Company including any and all subcontractors. Provide biographical description of professional experience, role in the project, and percentage of time provided to the Town. Those employees who will be handling confidential employment data shall be highlighted in their biography. (3 pages maximum)

3. **References:** A list of not less than five relevant references must be included. The references shall include the deliverables provided to the municipality, the relevant contact, the price, and the timeline. There is no specific limit to the number of references given, as long as they are relevant to the Town of Salem. References will be contacted to determine if the proposer is responsive and responsible. References will also be asked about their overall impression of the proposer's quality of services performed and the timeliness of service delivery. The Town of Salem reserves the right to contact references other than those submitted by the proposer. (2 pages maximum)

4. **Insurance:** Respondents are required to submit proof of insurance. Prior to the award of this contract, the Contractor shall submit insurance certificates for the project indicating coverage for all vehicles, public liability, and property damage in the following amounts:

Comprehensive General Liability	\$ 1,000,000/\$ 3,000,000
Auto Liability: Property Damage	\$ 1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 3,000,000
Workmen's Compensation	as required by the State of New Hampshire

Professional insurance (Liability or other appropriate product) is required from an insurer qualified to do business in New Hampshire. Respondents shall submit a Certificate of Insurance evidencing such coverage. (As needed)

- 5. **Addenda:** Acknowledgement of the addenda, if any were issued to change the original RFP as a result of questions or other reason, must be included. (Use Form)
- 6. **A signed W-9 form. (Sample in Appendix)**
- 7. **List of All Installations:** In a table with a short description, provide all of the past five years' installations, with project cost and contact information, shall be provided in an Appendix. (2 pages maximum)
- 8. **Promotional Materials:** The proposer may provide limited promotional materials, brochures, product descriptions and other like materials. These materials will not be used for rating and are not guaranteed to be completely read. They shall be provided in the Appendix of the proposal, not in the body. They shall not include pricing in any form or manner. They are not meant to be used as reference to answer questions in the RFP. These materials will be in a second Appendix in the proposal. (As desired but concise, no manuals)
- 9. **Sealed Price Proposal (one original in the original packet):** NOT IN THE NARRATIVE SECTION. ONE IN THE ORIGINAL PACKAGE ONLY. NOT WITH THE COPIES. Must use form included herein. (Use Form)

PART 3: SCOPE OF SERVICES

Respondents are asked to present information in the manner as cited above that will lead to successful implementation of the Time Clock Management System. For the purpose of this table the term "Town Software" shall mean the software shown in the above table. The TCMS services and the proposal should consider the following:

A. Minimum System Reliability / Integrity / Security Requirements:

A1.	System enforces security of information and prevents unauthorized access to the system and meets industry standards and federal requirements for the protection of individual identities from outside threats.
A2.	System has backup procedures for use when the system malfunctions.
A3.	System provides active notification of system performance issues to qualified Town personnel at all times.
A4.	System has backup power that can run continuously for seven straight days from the date of power loss.
A5.	System provides the capability to allow employees to obtain approval from one or more designated supervisors depending upon absence reason. System shall allow for absence to be "held" or "not held" pending approval(s).
A6.	System has the option to send (or to not send) email notifications in the following scenarios: 1. Reminds staff of assignments, with date, location and time to report. 2. Emails daily absence summaries to building administrators. 3. System is customizable to have control over what types of e-mails the employees receive under a unique set of circumstances such as when a job has changed or been cancelled.
A7.	System allows for multiple security administrators.
A8.	The system allows each individual facility the ability to have a custom security profile to govern access to the system.
A9.	Central operations personnel are able to search and view all staff information in multiple search orders.
A10.	Reports are able to be generated without interruption of other operations and system functions.
A11.	Staff reporting for the purpose of documenting information applicable to unemployment claims is provided.
A12.	The system can have multiple supervisors for particular employee groups to approve time worked or time off requests. This shall include tiered approvals prior to Payroll Office receipt of information.
A13.	System must have all employees housed on the same redundant database, in a data center, to ensure security.
A14.	System shall be able to work with all cell phone providers and cell phone or like devices.
A15.	System shall allow for administrators to login from home or anywhere.
A16.	System shall retrieve data from each system, validate the data against the receiving system in real-time mode, and transfer data between the system and Town Software.
A17.	System shall, if an error occurs upon transferring payroll information from the sub system to Town Software, notify the operator.
A18.	System shall provide the capability of pulling the Town Software accrual balances for employees, and for proper Town Software accrual types and tables. It shall then update the balances in the system. System shall provide capability of updating time taken and fully maximizing Town Software payroll and accrual fields via a daily FTP (File Transfer Protocol) update and exchange. The system shall also reject requests for leave usage when balances exceed certain customizable thresholds (i.e. 0 hours of accrual or some other determined figure, customizable on varying levels such as employee group).

A19.	The system shall allow for the Town to control whether the clock in/out feature is via proximity sensor versus internet/application by job type/employee or individual.
A20.	Vendor shall agree to a contract guarantee of providing future connectivity and compatibility with Town Software.
A21.	Vendor shall agree to a contract guarantee of providing connectivity and compatibility with Town Software.

B. Minimum Customer Support / Training / Updates Requirements:

B1.	Vendor will provide free software upgrades as part of the system on a regular basis commensurate with successful operation of the software and compatibility with other platforms.
B2.	System allows for upgrades to the service without the need for the Town to download programs while maintaining functionality.
B3.	In addition to telephone and e-mail, vendor shall provide an additional, convenient option for Town staff to obtain system support via live tech support.
B4.	Training and/or training resources are to be provided for each group involved with the system; i.e., Administrators, Managers, Police, Fire etc. Vendor must provide a detailed training plan for all user groups and for the software administrators.
B5.	Along with the initial loading of software, training and telephone support, the vendor will provide training materials to be used for Town-wide training.
B6.	Training information will be available which will provide details of all system features and functions.
B7.	System will provide online training for all users (employees and building administrators) that is available at all times and updated accordingly.

C. Minimum Requirements for Discrete Data Collection and Manipulation / ERP Interface:

C1.	The system must completely and comprehensively interface with Town Software financial software for the purposes of payroll data.
C2.	System must maintain history indefinitely. A minimum of the prior 5 fiscal years must be readily available in the system, with prior data backed up outside the system. No fee shall be charged to access said data.
C3.	System records staff reasons for absence.
C4.	System has a calendar function to designate days for which staff is not required, and days for which no absences should be reported. This calendar function shall have the ability to be tailored to different locations and bargaining units, since all locations are not always open on particular days. There shall be no limit on the number of calendars.
C5.	The system, as part of the interface with Town Software, will capture and store all schedule information for each position at the Town facilities cited above. The system will analyze schedules in Town Software for data integrity (i.e. cannot have overlap for individual holding two positions).
C6.	System provides status reports containing information about sick, vacation, personal, bereavement days at a particular location, on specific days, by identified individuals. This would be available to secretaries, administrators, managers, Police and Fire staff as applicable.
C7.	System has the ability to store and access unlimited positions, pay codes and hours absent for each employee.
C8.	System is able to provide absence reason balance reports that can be filtered or sorted by location/job code and association affiliation.
C9.	System includes a custom/ad hoc report writing feature as well as pre-defined (canned) reports, with results exportable to common formats such as Excel/PDF.

C10.	System provides import and export features to enable uploading personnel information and exporting personnel & absence/assignment information.
C11.	Exports are available in commonly used formats such as Excel.
C12.	System has the ability to record absences by days, partial days, hours and quarter hours.
C13	System has the ability to include user-defined fields on reports.
C14.	Vendor designs interface so that coding structure in the sub system is correctly mapped to payroll pay codes, positions, and absence codes, with no additional cost and in a timely manner.
C15.	System has reports available for applicable administrators and managers. The system must be capable of generating automatic emails of absence and assignment activity.
C16.	Users are able to schedule reports to automatically run and send to multiple administrative users.
C17.	System has the ability to provide user-defined reports of activity to include: Absences by leave categories: <ul style="list-style-type: none">• Absences by days of the week;• Absences by specific date range;• Absences by location;• Absences by employee;• Absences by job code;• Absences by association membership.
C18.	System is able to identify consecutive days worked by employees where there is a different rate for the same employee.
C19.	System is able to recognize unpaid time during the work day, such as lunches, when reporting absences and/or time worked to a Town Software payroll system.
C20.	The system is able to be used to track attendance for all employees.
C21.	System is able to track attendance and provide alternates employees in 15-minute increments of service.
C22.	The system shall validate data against pre-defined rules to ensure data integrity prior to interface with Town Software for payroll purposes.
C23.	System shall provide options for easy group customization such as an employee title that can be drawn from a job class code, position control or employee assignment descriptions.
C24.	The system shall reject hours against a particular position/project that exceed approved hours. The system shall also be able to provide warnings at various, selectable warning levels.
C25.	The system shall allow for total approved hours for particular positions/projects throughout the year to be amended if additional hours are approved for jobs/projects.
C26.	The system shall have the ability to report on total schedule deviation YTD by position/project, so the Town can ensure employees do not exceed their FTEs (allotted hours budgeted in their position).
C27.	The system shall be able to track extended leaves including projected days unpaid. The system shall report and automatically notify when an employee should not be paid anymore.
C28.	The system shall track days paid, by pay code (regular, sick, personal, etc.), and this information shall be accessible via report to ensure contract compliance.
C29.	The system shall determine which employees are paid/not paid for weather days given parameters provided by the Town. The system shall automatically implement these payroll rules when a calendar day is determined to be a weather day.

D. Minimum User Interface Requirements:

D1.	System is easy to use and intuitive while requiring minimal end-user training.
D2.	System shall have a multi-level, paperless approval process. This process must allow customized workflow to be set-up and send specific types of leave requests to multiple levels of approvers while updating the employee with email notifications as to where the request is in the process.

D3.	The system shall have the ability to have a supervisor request a permanent schedule change in the system for Payroll/Finance staff to review with budget compliance.
D4.	The system shall allow for Payroll/Finance to request a schedule for a particular position from their supervisor to be reviewed by Finance for approval.

E. Additional System Clarifications/Requirements:

E1.	Do employees who work two jobs throughout the day need to clock out and clock back in under the second job if they abut one another?
E2.	Can employees clock-in at one location (via proximity sensor) then clock-out via an internet-based system, or perform the opposite operation.

PART 4: EVALUATION CRITERIA

Proposals which fail to meet the minimum qualifications or which, in the judgment of the Town of Salem fail to meet the requirements of the Request for Proposals or are incomplete, conditional, obscure, or contain errors or deletions, shall be rejected. A proposal may be rejected, if the Bidder:

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the Town.

All others will be reviewed according to the selection criteria. A short list will be developed, and those firms may be invited for an interview and presentation. The successful respondent will be selected from the short list. The fee will be negotiated with the first choice respondent as per the schedule in the next section. The Town of Salem will utilize the following criteria in review of proposals, references and follow-up review:

A. QUALIFICATIONS

Time Clock Management Products and Services Objective: The Company shall have clear experience and success in: employing qualified and experienced staff, and providing reliable and effective hardware and software, providing complete services in the entirety to design, install, use, operate and update a Time Clock Management System, including its hardware and software, which when operating will provide the effectiveness necessary to create a cost effective workplace.

B. GENERAL CONDITIONS:

1. The Town will not issue separate contracts for separate companies; the proposal shall be from one singular Company with one contract. The Company shall indicate the intention to issue subcontracts and provide information on those companies. This does not apply to contracts held by the Town with other software vendors now or in the future.
2. The successful applicant shall comply with all applicable federal, state and local laws and regulations, particularly, including the ability to acquire the necessary insurance – must not be debarred from State or Federal projects.
3. Purchases made by the Town are exempt from sales taxes and bid prices must exclude any taxes.
4. Verbal orders are not binding on the Town and work done without formal Purchase Order or Contract is at risk and may result in an unenforceable claim.
5. The Town reserves the right to reject proposals, to waive technicalities, to advertise for new proposals, and to make awards as may be deemed in the best interests of the Town. The Town will award the contract or contracts within sixty (60) business days after the opening of the proposals.
6. Reports and materials submitted to the Town are public information and may not be copyrighted.
7. All proposals become the property of the Town. The Town has the right to disclose information contained in the proposals once awards have been made.

C. CONTRACT PERIOD: The contract period shall begin approximately December 22, 2019 and will continue through the implementation and operations as may be determined through the agreed upon scope and services contract.

D. PRICES: The fee shall be within the limits of the approved budget and the Town reserves the right to negotiate services in the best interests of the Town to achieve a project within budget. Prices for annual costs will be subject to a negotiated maximum increase per year.

E. EVALUATION CRITERIA: All proposals will be evaluated based upon minimum and comparative criteria. The Town will award a contract or contracts for this project to a Company that submits the most advantageous proposal based on consideration of specified evaluation and selection criteria. After evaluating the minimum required criteria, the Town will then evaluate the proposals using the comparative evaluation criteria. The Town may, at its own discretion, schedule interviews after reviewing the proposals. The Town will award the contract or contracts to the organization(s) with the highest combined score.

1. Minimum Criteria: Each proposal must meet all of the following criteria in order to be considered for further evaluation:

- At least five (5) successful installations and operations for clients, which are similar to the Town of Salem.
- Qualified staff, as evidenced by their biography and resumes, with the lead person having at least three (3) years with the Company.
- The Company can integrate with the Town Software and understands the necessary steps toward coordination, to achieve maximum effectiveness.
- The Company has presented a detailed, rational sequence for implementation that affords maximum effectiveness for the Town of Salem.
- The Company has a list of clients and experience which demonstrates over at least five (5) years they have provided consistent, reliable service uninterrupted by product and service changes that impact reliability and performance.
- The Company demonstrates that they are continually improving their product and services to develop their product line to the advantage of their clients and evolving needs.

2. Comparative Criteria: The following rating will be used on those organizations who meet the minimum evaluation criteria listed above. Those proposals that do not meet the minimum will be judged unacceptable and not reviewed any further. If an applicant scores a zero (0) on any of the comparative criteria, the Town will consider their proposal(s) unacceptable and may elect to not review the proposal(s) any further. The Town will consider the following comparative criteria and award each criterion on the following point schedule:

• Five Points	proposal excels or exceeds the criteria;
• Three Points	proposal meets evaluation standard for the criteria;
• One Point	proposal does not fully meet the criteria or leaves a question or issue not fully addressed;
• No Points	proposal does not address the criteria – proposal is automatically eliminated from further consideration if a zero (0) is received in any category.

The criteria that will be used for comparative purposes are outlined below. The Company's experience will be compared to any other submissions to set a foundation for the rating.

A. SCORE FOR COMPANY EXPERIENCE: Experience will be demonstrated in the Company's outline of previous work on similar projects and staff profiles. The Company should demonstrate they can provide the services within the above objective.

Evaluation Criteria:

- **Five Points:** The Company has direct experience in at least three (3) projects similar to the Town of Salem needs and has articulated those experiences to demonstrate that the parameters of the above objective can be met and possibly exceeded.
- **Three Points:** The Company has at least two (2) direct experiences in projects similar to the Town of Salem needs and has articulated those experiences to demonstrate that the parameters of the above objective can be met.
- **One Point:** The Company has at least one (1) direct experience in projects similar to the Town of Salem needs and has articulated that experience to demonstrate that the parameters of the above objective can be met.
- **Zero Points:** The Company has no direct experience in projects similar to the Town of Salem needs and has not articulated that experience to demonstrate that the parameters of the above objective can be met.

____ **B. SCORE FOR IMPLEMENTATION PLAN:** The implementation plan demonstrates a clear and detailed approach with clear roles, sufficient and available Company resources, to create an outcome commensurate with the Town project objective above, in a manner that manages the reliance on Town resources for a substantial portion of the work and ensures a timely implementation with long lasting results.

Evaluation Criteria:

- **Five Points:** The implementation plan is sufficiently detailed to clearly understand the project roles, provide for more than sufficient resources, address all aspects of the project implementation, and implement the project in a timely manner ahead of schedule in a manner that manages the obligations of Town staff during the implementation to reduce the involvement.
- **Three Points:** The implementation plan is somewhat detailed to understand the project roles, provide for more than sufficient resources, address many aspects of the project implementation, and implement the project in a timely manner, on schedule, in a manner that considers the obligations of Town staff during the implementation to manage involvement.
- **One Point:** The implementation plan requires more detail to understand the project roles, the plan documents some resources, requires additional information to address all aspects of the project implementation, and implement close to the schedule in a manner that somewhat manages the obligations of Town staff.
- **Zero Points:** The implementation plan is not detailed, does not articulate project roles, is limited on resources, does not address all aspects of the project implementation, does not provide an outcome in a timely manner, does not respond to the schedule and relies heavily on Town staff during the implementation.

____ **C. SCORE FOR QUALITY OF REFERENCES:** Responses from references will be evaluated to identify the ability of the Company to meet project objectives, budget and timetable.

Evaluation Criteria:

- **Five Points:** All references indicate that the Company's projects were completed on schedule or with minimal, insignificant delays. All references also indicate that Company's project(s) met the client's needs, and were completed within budget and on time.
- **Three Points:** All but one of the references indicate that the Company's projects were completed on schedule or with minimal, insignificant delays. The majority of references also indicate that the Company's project(s) met the client's needs, and were completed within budget and on time.
- **One Point:** All but two references indicate that the Company's projects were completed on schedule or with minimal, insignificant delays. Some references also indicate that the Company's project(s) met the client's needs, and were completed within budget and on time.

- **Zero Points:** None of the references indicate that the Company's projects were completed on schedule or with minimal, insignificant delays. None of the references indicate that the Company's project(s) met the client's needs, and were completed within budget and on time.

____ **D. SCORE FOR THE APPLICABILITY OF PRODUCT TO SALEM:** The products and services meets or exceeds the needs of the Town of Salem as explained in the Company's proposal and as compared to the project objective.

Evaluation Criteria:

- **Five Points:** The proposal clearly demonstrates the Company's ability to exceed the needs of the Town of Salem commensurate with the project objective.
- **Three Points:** The proposal demonstrates the Company's ability to meet the needs of the Town of Salem commensurate with the project objective.
- **One Point:** The proposal demonstrates the Company has limited ability to meet the needs of the Town of Salem commensurate with the project objective.
- **Zero Points:** The proposal demonstrates the Company is not able to meet the needs of the Town of Salem commensurate with the project objective.

3. Recommendation: Must have a minimum of three (3) points in all of the evaluation categories – a zero (0) in any category results in elimination.

____ Score for A - Experience
____ Score for B - Implementation Plan
____ Score for C - References
____ Score for D - Product Applicability

____ Total Score

Check one:

____ Recommend and interview
____ Do not recommend for an interview

4. Interview: The Town, after reviewing proposals and at its sole discretion, may interview Companies who meet the minimum and comparative criteria. Each individual or firm/team must receive a ranking of "advantageous" or higher in all the evaluation categories to be eligible for an interview. The interview will be held to:

- Determine the direct experience of the Company and its relevance to the Town. (up to 5 points)
- Explore the specific details of the proposals as to the implementation plan and availability to meet the Town needs and ask questions. (5 points)
- Determine the allocation of personnel assigned to the project and their contribution to the project. (5 points)
- Determine the effectiveness of the products and services to meet the Town's needs. (10 points)

Part 5: Schedule

The Town of Salem understands the complexity of this project and the need for the Company to have a detailed dialogue and perform investigations toward establishing the most optimum outcome. Toward this end, the Town has devised the below schedule to allow for an equitable and comprehensive selection process, and to facilitate a detailed, two-phased implementation approach.

Date	Task	Outcome
Selection Process		
November 21, 2019	RFP Release to Webpage and Vendors	Available for Review
December 5, 2019	Last day for questions.	Sent to contact as per Public Notice
December 9, 2019	Addendum if necessary	Responses posted to webpage
December 12, 2019	Proposals due per Public Notice and RFP	Receive proposals and review for minimal compliance
December 16, 2019	Proposals reviewed by subcommittee	Companies selected for Interviews
December 17, 2019	Interviews from 1:00 pm until 4:00 pm	Town Hall, Companies should reserve this time.
December 19, 2019	Selection of Company	Send notice to Company to sign Phase One contract
December 20, 2019	Meet with Company and discuss award	Review Phase One contract Town signs. Company's bidding should make themselves available.
Due Diligence Phase		
December 23, 2019	Company Returns Contract encumbers project budget.	Company Returns signed contract for Phase One.
December 27, 2019	Town Provides Due Diligence Funds in the amount of \$6,000	Company funded to proceed with Due Diligence.
January 2, 2020 to March 1, 2020	Company works with Town through Departments to define scope and contract for implementation.	Scope and Contract for Phase Two outlining project parameters and costs.
March 2, 2020 to April 2, 2020	Town and Company reviews scope proposal and contract.	Sign contract to proceed with implementation.
Implementation		
May 2, 2020	Town and Company sign contract based on scope from Due Diligence period	Signed Contract and Notice to Proceed with project Implementation.
May 2, 2020 to August 1, 2020	Company proceeds with implementation plan defined in Phase Two contract.	Project installed and tested, ready for operations.
August 2, 2020 and forward	Company provides services as outlined in scope and Phase Two contract.	Project monitoring and operations as per contract.

Schedule of Process Components

There are three scheduled sections of the process that lead toward implementation, as follows:

- Selection Process:** The selection of the lead firm is the primary outcome from November 21 to December 19, 2019. At the end of this phase a Company will be selected to proceed to the Due Diligence phase.
- Phase One Due Diligence, Best and Final Offer:** This is from December 20, 2019 until May 2, 2020. During this period the Town provides \$6,000 in funds (\$2,000 per month) to the Company to refine its scope and develop an implementation scope and contract for a Best and Final Offer. The Company may choose to take a shorter period for Due Diligence and return the scope and contract sooner. At the end of this phase the Company and Town will execute a contract to proceed with the Best and Final Offer and Scope based on the work during this period. The Town may determine that they do not want to proceed based on the incompatibility of the project or inability to deliver a project with sufficient value and scope. Any funds left at the end of the project from the Due Diligence funds will be rolled into the contract if the Town proceeds. At this stage funds pursuant to an agreed upon Bid Amount are encumbered.
- Phase Two Implementation:** During this phase the Company may be issued a contract for the implementation and will move through the agreed-upon scope and schedule with the eventual installation of the project. The original bid price will be the budget for the scope.

Appendix

- **Miscellaneous Articles**
- **Price Proposal Form**
- **Non-Collusion Statement**
- **Acknowledge Addendum**
- **Tax Certificate W-9 form for Proposal**

Miscellaneous Articles

The below Articles supersede articles proposed by the Company.

- 1. CLAIMS:** The Company shall be solely responsible for all claims of whatever nature arising out of the rendering of services by the Contractor during the term of this proposal and the Company shall indemnify and hold the Town harmless against the same to the extent permitted by law.
- 2. SELECTION WITHOUT REGARD:** The selection of the Consultant shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin.
- 3. PAYMENT:** An invoice will be presented for the services performed. This invoice shall identify the Project, the itemized work that was done, where it was done, and when it was done. The Contractor will be paid within thirty (30) days from the date of the invoice, per approved invoice, on a monthly basis, for completed performance of the work. Prevailing Wage Rates not applicable or required.
- 5. INSURANCE:** The Company shall procure and maintain, in full force and effect, during the term of the Agreement, insurance in accordance with the Town of Salem Insurance Requirements. Contractor will furnish a Certificate of Insurance form, incorporated into and made a part of the Agreement, naming the Town of Salem as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Municipality prior to commencement of the Agreement.
- 6. REJECTION OF BIDS:** The Town of Salem reserves the right to reject any and all bids.
- 7. BASIS FOR DETERMINING BIDDER:** The most responsible and responsive Bidder(s) will be considered for award of a contract.
- 8. BASIS FOR AWARD OF CONTRACT:** Award of a contract shall be made to the Proposer(s) with the most advantageous results within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the proposals. The Town reserves the right to reject any and all bids if deemed in the Town's best interest. Execution of the contract will depend upon a review by the Finance Director and Town Manager. Prior work with the Town will be reviewed and considered during the evaluation process, but will not be a prerequisite for qualifying for the contract. An award is contingent upon meeting all insurance and contract standards.
- 9. CONTRACT LENGTH – PERIOD of PERFORMANCE (POP):** The Contract shall be for the term as negotiated from the date of award.
- 10. CANCELLATION OF CONTRACT:** The Town of Salem reserves the right to cancel and terminate the contract in the event that the service provided by the Company proves to be unsatisfactory.
- 11. SUBCONTRACTING:** The Company shall not subcontract or sublet any portion of the work unless so identified in the proposal.
- 12. PRICING:** Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All services, materials, labor, and equipment required for the Work, will be supplied at the prices provided in the submitted Bid Form and are intended to provide a complete project.
- 13. GUARANTEES AND WARRANTIES:** All work performed under this contract shall be guaranteed for a period of one (1) year from the date of project acceptance and issuance of final payment. The Contractor shall be responsible for promptly repairing/replacing any area which is deemed unacceptable by the Town. The Contractor shall reimburse all damages or losses due to deficient materials or workmanship.
- 14. FORCE MAJEURE:** Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.

Price Proposal Form

Town of Salem NH - TIME CLOCK SYSTEM REQUEST FOR PROPOSAL

In compliance with the request for Proposals by the Town of Salem New Hampshire for a Time Clock Management System November 2019, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor according to the plans and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Proposal. The Undersigned declares that he/she has carefully examined the contract requirements and that he/she has made a personal examination of the site of the work; that he/she understands that the parameters for the project, are approximate only and subject to increase or decrease, and that he/she is willing to perform increased or decreased scope of work bid under the conditions set forth in their proposals and RFP. The Undersigned hereby agrees to execute the said contract within five (5) Calendar Days, after receiving notification of the acceptance of their proposal. In accordance with the Town of Salem NH - Request for Proposals - Time Clock Management System and the requirements, scope of services, therein, and in accordance with the information and commitments provided in the proposal, submitted by the below named firm in response to the above table, **Salem NH Time Clock Profile**.

I hereby submit a Bid proposal of:

Building	Consulting/ Labor	Software	Hardware	3 Years License / Support	Total
Town Hall					
Senior Center					
Municipal Services					
Fire Dept.					
Police Dept.					
Total					

I understand that there are no caveats, qualifiers, or other line items beyond the above proposed price submittal. Further I understand that the services, as outlined in the proposal submitted for the above referenced RFP, shall be covered in their entirety through the above price proposal.

**Place the original price proposal in a sealed envelope in the Original packet and title the envelope:
"RFP - Time Clock Management System - Price Proposal"**

Authorized Signature

Date

Print Authorized Name

Company Name

Phone Number

Address

City/Town

State

Zip Code

Email Address of Contact Person

NON-COLLUSION STATEMENT

The Undersigned certifies, under penalties of perjury, that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title _____

Signature_____

Company_____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Acknowledgement of receipt of Amendment(s) # _____ through **(date), 2019**

This bid is submitted by:

(Complete name of firm to be given here)

Signature of Authorized Individual

Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

W-9

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 3

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
2. Business name/disregarded entity name, if different from above.				
3. Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ <small>Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ► _____				
5. Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Town of Salem, NH 33 Geremonty Drive Salem, NH 03079			
6. City, state, and ZIP code				
7. List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
_____ - _____ - _____

Employer identification number
_____ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1090-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.