THE CITY OF

EDINBURG

REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed proposals to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Proposals will be received until **3:00 p.m. Central Time**, on **Monday, October 03, 2011**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

RFP NO. 2012-02
EMPLOYEE TIME AND ATTENDANCE SYSTEM

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this proposal, please contact Ms. Kathy Jo Almendarez, Director of Human Resources, at (956) 388-1873.

Hand-delivering Proposals: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities and to accept the proposal deemed most advantageous to the City, and hold the proposals for a period of **60** days without taking action.

Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal number and title.

CITY OF EDINBURG
REQUEST FOR PROPOSALS

I. Preface

The City of Edinburg, Texas invites qualified vendors to submit responses to its Request for Proposal (RFP) to furnish an Employee Time and Attendance System. Proposals are to include: 1) Pricing for a one-time purchase of a turn-key software package; and 2) pricing for a renewable maintenance, support and upgrade contract. At a minimum, **a vendor should have been in business as a provider of an automated employee time and attendance system for a minimum of five years, and meet other requirements explained below.**

This Request for Proposals (RFP) is part of a procurement process that helps us serve the City of Edinburg's best interests. It provides a format and unrestrictive opportunity for the City to consider the services of responding vendors. The process being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determining factor. With a Request for Proposal and competitive negotiation, price is not required to be the determining factor, although it may be, and the City of Edinburg has the flexibility to negotiate with one or more vendors to arrive at a mutually beneficial relationship. Questions about this process or the requirements must be in writing and forwarded to Kathy Jo Almendarez/Human Resources Director via fax at 956-292-2040 or email to kalmendarez@cityofedinburg.com

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

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

The needs and requirements section (section V) will describe the subject area for which the City of Edinburg is seeking a solution. The section will describe the required application, and set out basic requirements, which must be met as stated for the proposal to be considered. These will be followed by general requirements for which the potential suppliers are free to propose any solution that meets the stated needs. In addition to responding to Section V, a vendor may include a table fully documenting the capabilities of its employee time and attendance system.

The City of Edinburg will hold the selected vendor responsible for supplying the employee time and attendance software and for developing interfaces as described in section V. However, the City will provide all computer hardware and hosting services for the employee time and attendance system. The City is not responsible for any cost a vendor incurs in responding to this RFP.

II. Background Information

The City employs approximately 750 full-time and part-time employees (not including seasonal part-time employees). Employees are paid on a bi-weekly basis, and are considered either hourly or salaried (non-exempt or exempt). Several different work schedules (5/8, 4/10, 4/12, 24/48, rotating, and as needed) are utilized depending on the department. Overtime is accrued in accordance with the Fair Labor Standards Act, including the higher thresholds permitted for public safety employees, and as otherwise permitted through City policy (e.g. holidays, sick leave, annual leave and jury duty leave are treated as hours worked). Employees report to work at a large number of facilities scattered throughout the City or upon otherwise going into service (e.g. on-call response from home).

The City of Edinburg has a totally converged voice and data network with both fiber optic cable and wireless connecting all City facilities. The City of Edinburg has standardized on Microsoft Windows 2008/2003 Server, Exchange 2007 Server, Microsoft SQL Server 2000/2005, Windows XP/7 Professional and Office 2003/2007/2010 Professional. The City deploys an Ethernet network with 1GB backbone and 100MB and 1GB to the desktop. The City uses the Cisco IP phone system with the Cisco Unity unified messaging in the following city locations: City Hall, department of Solid Waste Management, Boys and Girls Club, West Water Plant, Fire Department and Emergency Operations Center (EOC). The remaining city locations will be upgraded to Cisco Call Manger in the second phase of the installation of the city's Wide Area Network (WAN).

There are approximately 500 computers (most at 3GHz or above processor speed with 2GB RAM), 200 Cisco IP Phones and 25 Servers on the City's network. The City employs 5 highly qualified individuals in the City Manager's Division of the Information Technology Department. The Information Technology's education experience ranges from degrees in Computer Information Systems, Computer Science, A+ Certification, Cisco Certification and Microsoft Certification. The Information Technology staff has a combined 60+ years experience between the 5 IT staff members.

For a vendor to be considered, the vendor's product must be able to integrate with the City's hardware and software as described above. The selected system must be able to be networked throughout the City's WAN and interface with the current payroll system. The vendor will be required to work closely with the City's Information Technology Department in assuring that the hardware and software proposed will in no way compromise the security of the City's communication infrastructure.

Proposer should assume that implementation will be phased in beginning with biweekly (hourly) employees, of which there are approximately 425, but that the City will move toward full inclusion of the workforce. Proposer will be ready to begin smooth transition no later than January 1, 2012, or sooner.

III. Formal Submission Instructions

A. Sealed proposals shall contain one (1) original and seven (7) copies and addressed to:

City of Edinburg
c/o City Secretary
415 West University Drive
P.O. Box 1079
Edinburg, Texas 78540-1079

The proposal will address your proposed technical approach to furnishing an Employee Time and Attendance system to the City of Edinburg and will address all informational, functional and general requirements of the RFP

document. The proposal shall also include an itemized cost proposal for the scope of the services and deliverables required by this RFP. At a minimum, the cost proposal will include itemized cost data for employee time and attendance software, computer software license, installation, consulting, development, documentation, training, services, and time capturing devices.

Any cost not accounted for in these categories that would be part of your solution must be included in your cost proposal. The cost proposal should itemize any expenses related to travel, lodging and per-diem. Statements such as "travel and travel related expenses will be billed at our cost..." may not be considered responsive to our request for complete cost information. Payment terms will be negotiated and be based on performance. Under no condition will payments be made prior to delivery of any services or products to be furnished.

B. The proposal must be signed and dated by an individual authorized to enter into a binding agreement in the name of the vendor. Late proposals will not be accepted. Not allowing sufficient delivery time is not an acceptable excuse.

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

D. The City reserves the right to reject any and all proposals, waive any informalities in the proposals received, and accept any proposal that in its opinion may be in the best interest of the City. The City does not obligate itself to accept the lowest price or any other proposal.

IV. Format of the Submitted Proposal
(Please respond by following the numbering scheme used in this RFP)

A. The Technical Proposal

1. The Firm

a. Name and address of firm.

b. The name of the contact person that the City should contact for questions and clarifications concerning your company's proposal. Include phone number, fax number, and E-mail address.

c. A brief history of the firm to include the total number of years your firm has been in the business of furnishing products and services as requested in this RFP.

d. The firm's current Dun and Bradstreet (or equivalent) rating.

e. Organizational structure of the firm including subsidiaries, partnerships, or parent firm. Include the total number of full-time employees with your submission.

f. Listing of office locations. Specifically note the location of the office that would be responsible for providing technical support and their hours of operation.

g. A listing of personnel in your firm who could potentially be assigned to perform the proposed contract with their certifications, qualifications, and experience.

h. An explanation of your approach to problem resolution and how your firm will deal with problems that may arise in the operational use of your software and/or time capturing devices (e.g. is a third party responsible for supporting time capturing devices or does your firm do it?).

i. Include a list and explanation of any outstanding litigation regarding the time and attendance solution being offered.

2. References and Clients

a. A representative listing of references that the City of Edinburg can contact. Please include references where the firm has performed and completed engagements similar to this RFP, preferably from local governments, and a brief (one or two sentences) description of the application provided. You should include at least three references and preferably five. Include the length of the relationship you have had with each clients you use as a reference. Please include contact information for each reference.

b. List all clients who are governmental agencies in the State of Texas.

c. List all clients who are local governments of similar size or larger (i.e. 500 to 800 employees serving a population of approximately 60,000 to 80,000).

3. The Technical Proposal Additional Instructions

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

b. Please provide a specific response to each of the desirable, Non-Mandatory requirements set out in this RFP.

c. Specify the minimum, recommended, and optimal server and storage hardware required to support the system, assuming current employment of 750 employees and potential employment of 1,000 employees within the year when counting seasonal employees. Include a formalized list of information, space, equipment, staff, or other resources needed by the vendor to complete this project to the extent the vendor expects the City of Edinburg to provide such resources. (Note: Your response should assume that the City will provide the necessary hardware and hosting services).

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

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

B. The Cost Proposal
All costs must be included in your response.

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

a. A description of the cost of the software itself.

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

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

d. State the cost of any specialized equipment called for in the proposal and the length of time of any warranty on the equipment. Separately state the cost per year of extending the original warranty. DO NOT include the cost of basic, commodity PC workstations or servers. You should assume that these workstations or servers are already in place, or will be provided by the City. Assume 30 standard time capturing devices. Pricing for optional time capturing devices may be included provided the options are clearly marked.

   Separately state any installation costs associated with specialized equipment listed above. Identify whether installation by the City of Edinburg is allowed (will self installation void a warranty?).

e. It is anticipated that some proposals will be based on subcontractors. All subcontractors must be approved by the City of Edinburg. Please include the names and addresses of any subcontractors and the portion of your proposal to be assigned to them as part of your cost proposal. (e.g. Training will be performed by xxxx. Time clocks will be acquired through yyyy.)

f. A description of any licensing, maintenance, and support fees associated with any software employed in the proposed applications. These fees should be listed as follows:

   i. Fees for the first year
   ii. Total fees for a 3-year period
   iii. Total fees for a 5-year period
   iv. Total fees for a 7-year period

   Include a list of items included in the maintenance agreement. Any additional costs or constraints on the proposed licenses should be clearly stated.

g. Detail any costs not included in proposal above.

h. Summarize and total costs as follows:

   1. <u>Total</u> costs for the first year. This is to include all original one-time costs as well as the first year costs of any ongoing annual costs.
   2. <u>Total</u> costs for a 3-year period. This is to include all original one-time costs as well as ongoing annual costs. If there are any additional ongoing annual costs other than previously stated – please describe the costs.
   3. <u>Total</u> costs for a 5-year period. This is to include all original one-time costs as well as ongoing annual costs. If there are any additional ongoing annual costs other than previously stated – please describe the costs.

4. Total costs for a 7-year period. This is to include all original one-time costs as well as ongoing annual costs. If there are any additional ongoing annual costs other than previously stated – please describe the costs.

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

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

V. Needs and Requirements

The system must be capable of all the items listed here in section V.A. Failure to respond positively to any of the Mandatory items will eliminate your proposal from any further consideration.

A. Mandatory Requirements

Products

System Basics

1. Provide the basic functions associated with an Employee Time and Attendance System. Specifically, capturing employee time, the automation of payroll processing, and the generation of reports.

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

3. Support: Biweekly pay periods; work schedules (fixed, rotating, as-needed); hourly and salary compensation; and compliance with overtime requirements, including the higher overtime thresholds permitted under the 207k exemption for police and fire personnel under the Fair Labor Standards Act.

4. Unlimited different pay and attendance rules and policies to support each group using the same time system.

5. Configurable, automated overtime rules for inclusion and exclusion of non-worked hours pay codes in timecard.

6. Supervisory ability to review and act upon both on-line and paper-based leave requests.

7. Global time entry to clock in/out some or all employees in their group at once by payroll, timekeeper or manager.

8. Global schedule changes by manager/timekeeper for employee/workgroup.

9. Flag time/policy errors on screens with valid solution, current schedule, acknowledgement and comment entry.

10. Configurable error codes, checking and severity policy set by group not system wide.

11. Support unlimited different pay codes and accruals including codes for vacation, sick leave, leave without pay, bereavement leave, workers' compensation, military leave, FMLA leave, jury duty, etc.

12. Message system(s) for employee/manager exchange (e.g. messages displayed on the time capturing device(s). (preferred-not required)

13. Unlimited shift schedule definition and assignment or no schedule assigned.

14. Support different early and late clock in/out rounding or no rounding as may be required.

15. Must allow for the entry of forecasted time when the time must be submitted to Payroll, before the time is actually worked.

16. Must have the ability to charge back/dock hours.

System and Integration

1. The City requires that the proposed system support the City's converged voice and data network with both fiber optic cable and wireless connecting all City facilities. The proposed system must support the City's standardized Microsoft Windows 2008/2003 Server, Exchange 2007 Server, Microsoft SQL Server 2000/2005, Windows XP/7 Professional and Office 2003/2007/2010 Professional.

2. Integrate with the City's Ethernet network with 1GB backbone and 100MB and 1GB to the desktop. The City uses the Cisco IP phone system with the Cisco Unity unified messaging in the following city locations: City Hall, department of Solid Waste Management, Boys and Girls Club, West Water Plant, Fire Department and Emergency Operations Center (EOC). The remaining city locations will be upgraded to Cisco Call Manger in the second phase of the installation of the city's Wide Area Network (WAN).

3. For a vendor to be considered, the vendor's product must be able to integrate with the City's hardware and software as described above. The selected system must be able to be networked throughout the City's WAN and interface with the current payroll system (GEMS) and employee identification badge/access system (DSX).

4. The vendor will be required to work closely with the City's Information Technology Department in assuring that the hardware and software proposed will in no way compromise the security of the City's communication infrastructure.

5. Be capable of user authentication by way of the City of Edinburg's existing Active Directory. User authentication only by Active Directory is acceptable.

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

Data Integrity and Backups

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

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

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

Reporting

1. Full data model and detailed database table descriptions to aid in custom crystal report generation.

2. All reports available in user selected format: HTML, PDF and Excel spreadsheet.

3. The system must produce the following reports using accurate, up-to-the-minute data:
    - Individual employee time sheet,
    - Daily hours by time by project/employee/division/department,
    - Biweekly hours by project/employee/division/department,
    - Monthly hours by project/employee/division/department,
    - Exception report by employee/division/department,
    - Absentee report by employee/division/department,
    - Punch detail,
    - Weekly time card by employee/division/department,
    - Vacation/Sick Leave/Comp time reports reflecting usage history,
    - Accruals and balances,
    - Leave history for all leave types,
    - Overtime tracking and monitoring including overtime asked/refused,
    - Employee schedules,
    - History /archival reports,
    - Punch edit history.

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

5. Specify if any of these are not standard reports already created in the solution being offered.

Capturing Time

1. Time capturing devices must be Ethernet based and be capable of holding 72 hours of employee data.

2. Time capturing devices must not have to be polled.

3. It is required that the time capturing devices be capable of using the City ID cards, which are proximity cards (sample card provided upon request). (biometric capturing devices are preferred)

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

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

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

7. The system MUST have a PC based browser/web clock available for clock in/out.

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

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

10. Be synchronized for all time capturing devices based on server time.

11. Card reading devices must have an audible sound that indicates a successful and unsuccessful punch and have a message display that verifies by name that the punch registered.

Security

1. Have robust levels of security for Supervisors and employees. Some examples are:
    - An employee can only see certain data as defined by a Supervisor such as time and leave accrual (read only capability).
    - Some Supervisors should have read only access to managerial tasks while other Supervisors can have read and write access.
    - If an employee has more than one Supervisor, each Supervisor should only be able to see/edit/approve the time that the employee worked for them and not the other Supervisor.

2. Individual functions can be turned on and off for individual employees/managers.

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

4. Screen timeout/lockout when inactive for a certain amount of time.

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

Services

Installation/Implementation

1. The vendor must provide an on-site representative for initial discovery/system documentation/mapping and implementation of the system.

2. The vendor must allow for an overlap of two biweekly pay periods where the new system will run in tandem with the existing system to assure proper functionality. This test of two pay periods is to begin AFTER the new system is fully operational.

Licensing and Maintenance

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

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

3. A maintenance program must be available for the time capturing devices. Discuss the warranty on time capturing devices and clarify situations where the warranty would not cover a damaged device. Discuss warranty replacement issues.

4. If a time capturing device has to be replaced/repaired, diagnostics must be performed within 24 hours of notification. Replacement time clocks must be maintained in City stock room at no charge to the City until clock is needed. Replacement clock will be billable to City when used.

Training

1. The implementation must include training both for system administrators and end users. Indicate the length of time each training session would last and the recommended number of attendees per session.

2. Cost for future training needed should be included.

Support

1. The vendor must be able to provide 24/7/365 support for the system.

2. The vendor must be able to provide 24/7/365 contact support for system administrators.

3. The vendor must allow some kind of support for regular end users.

4. The vendor must provide a direct support representative(s) that the City can contact. We do not want to have to be on hold with a call center or go through a complex phone menu to reach a support representative.

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

6. The vendor must have a response time of two (2) hours or less on reported problems.

B. Desired Features

Systems Basics

1. Timekeeper/Manager controls initial screen layout and content to meet management by exception approach or other personal style.

2. Flag errors with yellow warning and red as major error on screens.

3. Support all fast entry formats throughout system, i.e. 7a for 7:00 a.m.; 6p for 6:00 pm; 1700 for 5pm.

System and Integration

1. System should be able to track employee's hours by work order number. This may require employees to punch in the work order number immediately after swiping the badge. An employee could work on several jobs in a day requiring additional swiping/punching.

2. System should be able to upload hours by individual work order into GEMS The City of Edinburg Payroll System). This would be a separate upload that would be in addition to the upload noted under "System and Integration".

Training

1. It is **highly desirable** that end user training be held on-site at the City of Edinburg. We have computer training capability to accommodate.

Capturing Time

1. The system should prevent the issue of "buddy punching", if system other than biometric time capturing recommended.

2. The system should accommodate the deaf and blind.

VI. Evaluation Criteria

In making its selection, the City of Edinburg will not only consider cost but also the proposal with the best combination of attributes that provides the desired solution, in the opinion of the City. A committee will evaluate and rank proposals for Council approval. Consideration will be given to the following criteria:

A. 50% = Vendor's Qualifications and Experience / Client References

B. 20% = Vendor's Technical Description

1. Reporting capability
2. User interaction with system ("look and feel")
3. Security
4. Support services
5. Added value by vendor (consulting, development, etc.)
6. Platform and licensing
7. Web-based capability
8. Seamless integration with Microsoft Active Directory
9. Other considerations

C. 30% = Cost Proposal

As part of the evaluation process, your firm may be requested to present its proposal before the City's selection committee at the City of Edinburg, and to also demonstrate the system before a group of end users. Any information gained during the presentation(s) may be used in the evaluation of your proposal. Failure to honor this request may be grounds for rejection of your proposal with no further consideration given to your proposal. The City is under no obligation or requirement to request Proposer presentations.

VII. Penalty Schedule

A. If through no fault of the City of Edinburg, full functionality of proposed solution is not achieved within the project deadline, vendor will reduce total cost of project by 5%, and an additional 5% for each 30 day delay thereafter which is not the fault of the City of Edinburg.

Time lines to be reviewed at specified milestones.

B. The City of Edinburg will not be responsible for any reasonable cost that should have been disclosed in section IV.B. and was not disclosed in the response to this RFP.

VIII. Terms and Conditions of Proposed Contract

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

B. The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $100,000 each employee/$500,000 policy limit
Comprehensive General Liability Bodily Injury Property Damage	 $250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
Comprehensive Auto Liability Bodily Injury Property Damage	 $100,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
City's Protective Liability Bodily Injury Property Damage	 $250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

The certificate of insurance shall provide the City of Edinburg, Edinburg, Texas with thirty (30) days written notice of cancellation of any of the coverage areas named in said certificate.

The City will be named as additional insured under the Contractor's general liability insurance and automobile insurance policies.

The Contractor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.

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

D. Work assigned under the terms of this RFP cannot be reassigned, transferred or subcontracted without prior written approval of the City of Edinburg.

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

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

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

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

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

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

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

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

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

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

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

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