

VILLAGE OF DOWNERS GROVE
Report for the Village
11/14/2017

SUBJECT:	SUBMITTED BY:
Award of Contract to Andrews Technology for a Time and Attendance Software Solution	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to authorize the award of a three-year contract for time and attendance software to Andrews Technology of Wilmington, North Carolina in the amount of \$18,390.00 (\$10,910.00 due upon execution, \$3,740.00 due annually).

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Exceptional Municipal Services* and *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

The total cost for FY18 will be \$10,190. The FY18 Proposed Budget provides \$10,910 in the General Fund (Page 4-3, Line 20) for the purchase of the two time clocks and the time and attendance software.

RECOMMENDATION

Approval on the November 14, 2017 Consent Agenda.

BACKGROUND

This purchase of a time and attendance solution will enable Village staff to automate and streamline the payroll process for hourly employees in the Public Works Department. This automated solution will increase payroll processing efficiency, increase accuracy and reliability of time entries by reducing human error and improve regulatory compliance.

A request for proposal was issued in accordance with the Village's Purchasing Policy to purchase a time and attendance solution for the Department of Public Works. The proposals are summarized in the following table:

Service Provider	*1st year cost	2nd year cost	3rd year cost	Total Contract	
Andrews Technology	\$10,910.00	\$3,740.00	\$3,740.00	\$18,390.00	Low Bid
Time Clock Plus	\$13,767.76	\$2,519.76	\$2,519.76	\$18,807.28	

Breitenbach US Software	\$25,918.00	\$1,560.00	\$1,606.00	\$29,084.00	
Tyler Technologies	\$51,975.00	6,315.00	6,315.00	\$64,605.00	

*The 1st year cost includes the purchase of two time clocks and implementation.

Andrews Technology was the lowest responsive and responsible bidder.

Benefits of an Automated Time and Attendance Software

- **Reduce Human Error**
 - Currently, employees, managers and administrative staff manually calculate the hours worked by each employee before it is entered into the financial software system, allowing the potential for human error. Andrews Technology has a robust work rule configuration system that accommodates the most complex work rules, reducing the chance for human error.
- **Reduce time spent entering payroll**
 - Administrative staff currently spends the majority of the work day entering payroll when time entry is due. Administrative staff must collect all the time cards and time sheets and reconcile each to ensure accuracy.
 - The software will automatically notify the managers and administration of any irregularities and is fully compliant with the Village's financial software system.
- **Improve Regulatory Compliance**
 - An automated time and attendance system cannot guarantee compliance with employment laws, but the data collected through this system allows the Village to have consistency in timekeeping and the ability to quickly pull reports. This will help ensure compliance with regulations regarding proof of attendance.

Andrews Technology's references are all positive and they have multiple contracts throughout the Chicago region. Staff is satisfied that Andrews Technology and their software will meet the Village's needs.

ATTACHMENTS

Contract



**Andrews Technology Response to
Village of Downers Grove - IL
Software Time and Attendance Solution**

Due Date: July 18, 2017

Submitted by

Jamie Blundell / Vice President

Jamie@andrewstechnology.com / (516) 592-0885

1213 Culbreth Drive / Wilmington / North Carolina 28405



www.novatime.com



Cover Letter
Novatime Web-Based System

July 18, 2017
Mr. Daniel Carlsen
Village of Downers Grove
5101 Walnut Ave
Downers Grove, IL 60515

Dear Mr. Carlsen:

By way of brief introduction, Andrews Technology was organized in 2000 in the state of NY, and we have been providing and supporting the Novatime system since that point in time. Novatime has over 20,000 customers; supported by 50 independently owned offices throughout the country. We are Novatime's largest office; supporting over 3,000 customers throughout the country. We have over 1000 technicians at our disposal nationwide to ensure the highest levels of support for the Village of Downers Grove.

Andrews Technology focuses on selling, installing, and supporting, the Novatime Time & Attendance system. We specialize in Cities, Towns, and Schools that need time and attendance automation. One of our clients, Oak Park and River Forest Schools recently selected Andrews Technology for their Time and Attendance needs. Oak Park and River Forest Schools is now in their implementation and on track to go live in Septemeber. Please see the "Reference" section for a full list of references we have provided along with the details for each project.

Andrews Technology has offices located in VA, CT, NY, NJ, FL, NC, CA, and AZ. Our main office is located at 1213 Culbreth Drive, Wilmington, NC 28405. Jamie Blundell, Vice President, is authorized to represent Andrews Technology in any negotiations and is legally authorized to sign any contract that may result. The contact information for Jamie Blundell is, Email: Jamie@andrewstechnology.com Phone: 516-592-0885. Fax: 516-674-8119.

It is our understanding that the Village of Downers Grove is looking to automate Time & Attendance for their 51 employees. It is also apparent that interfacing with Tyler Eden is extremely important to the Village. Andrews Technology is capable of meeting all the requirements listed in the Village's RFP and is willing to enter into a contract with the Village of Downers Grove based on the General Terms and Conditions listed in the RFP.

References & Industry Standing

There are a significant number of Cities, Towns, Schools, and Counties, currently using the Novatime System for their Time & Attendance needs. Several examples include:

- City of Naperville - IL
- Oak Park and River Forest Schools - IL
- City of Evanston - IL
- Cook County - IL
- City of West Hollywood - CA
- City of Melbourne - FL
- City of Providence – RI
- City of Monroe – NC
- City of Kansas City – MO
- City of Plaquemine - LA
- City of Artesia - NM
- City of Edinburg - TX
- City of Saratoga Springs – NY
- City of Ardmore - OK
- City of North Charleston – SC
- City of Norwalk - CT

Please feel free to contact us directly to answer any questions that you may have as you review this proposal. Thank you for the opportunity to be of service.

Sincerely,

Andrew R. Blundell
President



Table of Contents

Executive Summary	4
References	6
RFP Response	13
Technical Response	43
Novatime 5000 Solutions Overview	46
Statement of Work & Installation Timeline	62
Cost Proposal	71
Descriptive Literature	74



Executive Summary

Executive Summary Novatime Web-Based System

July 18, 2017
Mr. Daniel Carlsen
Village of Downers Grove
5101 Walnut Ave
Downers Grove, IL 60515

Dear Mr. Carlsen:

The following represents an overview of our offering. Please see attached "Statement of Work" for more detail.

Proposed Approach

Upon project approval, both teams would meet for an Installation Planning Session. It is at this meeting where the scope of the project is defined and target dates are agreed upon. This includes a target "go-live" date, installation and training dates. Tasks will be assigned including definition of payroll rules and regulations. These are provided to us via a questionnaire that will be completed by Village of Downers Grove with our assistance.

We will also discuss site installation requirements. At the end of the meeting all attendees will be provided a complete planning document that both teams will use to ensure a timely and successful implementation.

Pricing

Please see the Andrews Technology purchase order form located in the "Cost Proposal" section for Novatime System costs. Pricing reflects a turn-key solution including software licenses to track up to 100 employees for time and attendance, 15 Supervisors, onsite installation, unlimited training for all managers/supervisors/administrators, and 12 months of annual maintenance.

A bi-directional interface to Tyler Eden has been included with our response. Tyler Eden is one of over 400 applications that Novatime has an existing interface with. Andrews Technology has experience interfacing with Tyler Eden. As such, the interface between Novatime and Tyler Eden has been included at no cost, and is 100% guaranteed.

Please note that we provide unlimited on-site/web training for the life of the installation at no additional charge.

Recommended Data Collection

Regarding data collection, we have quoted on 2 NT7000 HID Proximity Terminals to work with the Villages existing HID Fobs. The NT7000 is also available as a Biometric Terminal if desired. Only the Biometric model will 100% eliminate Buddy Punching. The NT7000 has several desirable features, including: a camera that will take a picture of employees when they punch in/out, the ability to request time off right from clock, multi-language, Wireless and Power Over Ethernet compatible. The NT7000 is our most popular terminal providing employees with self-service features right at the clock. Through the NT7000 employees can:

- View Time Sheet details
- View Schedules
- View Status of accruals.
- Electronically request time off (request is forwarded to a defined supervisor for approval).
- Change jobs/departments/cost centers, etc.

Also included with our response is Employee Web Services (PC Entry & Smart Phone). EWS serves as a method for employees to punch in/out at a PC or Smart Phone. In addition to allowing employees to punch in/out from a PC or Smart Phone, EWS is also a self-service module for the employees. EWS allows employees right at a PC or Smart Phone to:

- View Time Sheet Details and Schedules
- View Status of Accruals
- Electronically request time off (request is forwarded to a defined supervisor for approval).
- Change jobs/departments/cost centers, etc.



Training

Andrews Technology will provide unlimited training for the life of the installation of the Novatime Web-Based System. This training will be provided at no charge to the Village of Downers Grove. This training will be at the discretion of the customer. It is available on-site, via the web and/or train the trainer.

We expect to train administrators, supervisors and IT staff. For planning purposes, administrator training takes a day. "Refresher" classes are available free of charge as required. Supervisor training usually take two hours. The same policy regarding free refresher courses also applies to supervisors.

Maintenance and Support

We only offer "Gold Support". Maintenance is available through your assigned support team or our toll free customer support center twenty-four hours-a-day; seven days-a-week. **Any phone call received at our toll free support center is guaranteed to be responded to immediately.**

Software is updated with enhancements and fixes semi-annually. **All software updates are included free of charge with Annual Maintenance.** Updates are installed remotely upon the approval of the customer. As long as the customer pays their annual maintenance fee, all software updates, phone support, on-line support, on-site support and machine replacement are covered at no charge.

Any hardware failure is resolved by complete machine replacement. We do not waste time looking to replace parts. Any machine that requires replacement will be replaced no later than the following morning.

All support on the Novatime Software will be the responsibility of Andrews Technology. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified Novatime technician, and a direct employee of Andrews Technology.

Authorized Representative and Management Team

Andrew R. Blundell (President) is authorized by the Board of Directors to enter into any and all negotiations with the Village of Downers Grove. Your Andrews Technology/Novatime Management team consists of:

Gil Honeycutt – Chief Operating Officer (15 years experience) gil@andrewstechnology.net
Dave Robinson – Chief Technology Officer (18 years experience) dave@andrewstechnology.net
Jim Nowotny – Senior Technician (18 years experience) jim@andrewstechnology.net
Tom Pyatt –Senior Technician (16 years experience) tom@andrewstechnology.net
Jamie Blundell – Vice President (7 Years experience) jamie@andrewstechnology.net

Thank you again for the opportunity to respond. If you have any questions regarding our responses, please do not hesitate to contact us at (888) 357-7299 or me directly at (516) 697-3966 or ablundell@andrewstechnology.net

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew R. Blundell".

Andrew R. Blundell
President



References

References Novatime Web-Based System

July 18, 2017

Mr. Daniel Carlsen
Village of Downers Grove
5101 Walnut Ave
Downers Grove, IL 60515

Dear Mr. Carlsen:

Andrews Technology specializes in Government installations, specifically, Cities, Counties and Towns. We have over 300 Government customers nationwide. The following section provides 5 Cities/Counties/Town/School references for the Village of Downers Grove to contact if there are any questions about the Novatime system, the integration with Tyler, or about Andrews Technology in regards to implementation, training or support.

Also attached in this section is our BuyerZone Rating Sheet. Buyerzone is a 3rd party company used for leads by many Time and Attendance companies throughout the country. Andrews Technology is proud to hold the highest BuyerZone rating out of any Time & Attendance vendor in the country for our Time & Attendance products and services.

Please feel free to contact us directly to answer any questions that you may have as you review this proposal. Thank you for the opportunity to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew R. Blundell".

Andrew R. Blundell
President



SUMMARY OF RELEVANT EXPERIENCE

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Novatime Technology, Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	City of Naperville 400 S Eagle St, Naperville, IL 60540
CONTACT NAME:	Lynn Lockwood – Finance Director
PHONE NUMBER:	630-420-6055
E-MAIL:	LockwoodL@naperville.il.us
NATURE OF CLIENT'S BUSINESS:	City
DATES OF SERVICE	June 2016 to present
APPROXIMATE # OF EMPLOYEES	1250
QTY & TYPE OF DATA COLLECTION	55 NT7000 HID Proximity Terminals with POE Employee Web Services for all employees
CLIENT COMPLEXITY	Unions; Multiple complex rules, Advanced Scheduling Manager for Police and Fire. SunGard Interface
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET Novatime Never Charges Overages
GROSS COST	\$783,985



SUMMARY OF RELEVANT EXPERIENCE

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Andrews Technology HMS, Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	City of Norwalk 125 East Avenue, Norwalk, CT 06856
CONTACT NAME:	Fred Gilden
PHONE NUMBER:	203-854-7711
E-MAIL:	fgilden@norwalkct.org
NATURE OF CLIENT'S BUSINESS:	Government/BOE
DATES OF SERVICE	2009 to present
APPROXIMATE # OF EMPLOYEES	City = 1000; BOE = 2500
QTY & TYPE OF DATA COLLECTION	City = 15 NT6500 Biometric Finger & PC Entry BOE = 45 NT6500 Badge & PC Entry
CLIENT COMPLEXITY	Hosted by Andrews Technology; Unions; Multiple complex rules. Use MUNIS for Payroll. Interface between Novatime and MUNIS
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET Andrews Technology Never Charges Overages
GROSS COST	\$100,000 (City); \$225,000 (BOE)



SUMMARY OF RELEVANT EXPERIENCE

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Andrews Technology HMS, Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	Town of Leesburg 25 West Market Street, Leesburg VA 20176
CONTACT NAME:	Kate Trask
PHONE NUMBER:	703-737-7144
E-MAIL:	ktrask@leesburgva.gov
NATURE OF CLIENT'S BUSINESS:	Town
DATES OF SERVICE	December 2014 to present
APPROXIMATE # OF EMPLOYEES	800
QTY & TYPE OF DATA COLLECTION	6 x NT7000 Biometric Finger Terminals. Employee Web Services (PC Entry & Smart Phone)
CLIENT COMPLEXITY	Hosted by Novatime. Unions; Multiple complex rules, Use MUNIS for Payroll. Interface between Novatime & Munis
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET Andrews Technology Never Charges Overages
GROSS COST	\$75,000



SUMMARY OF RELEVANT EXPERIENCE

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Andrews Technology HMS, Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	Town of East Hampton 159 Pantigo Rd, East Hampton NY 11937
CONTACT NAME:	Charlene Kagel
PHONE NUMBER:	631-324-4141 x2114
E-MAIL:	ckagel@ehamgtonny.gov
NATURE OF CLIENT'S BUSINESS:	Town
DATES OF SERVICE	August 2015 to present
APPROXIMATE# OF EMPLOYEES	750
QTY & TYPE OF DATA COLLECTION	11 x NT7000 Biometric Terminals Employee Web Services for all employees
CLIENT COMPLEXITY	Customer Hosted. Unions; Multiple complex rules, Use Munis for Payroll. Interface between Novatime & Munis
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET Andrews Technology Never Charges Overages
GROSS COST	\$120,000



SUMMARY OF RELEVANT EXPERIENCE

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Andrews Technology HMS, Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	Town of Huntington 100 Main Street, Huntington NY 11743
CONTACT NAME:	Pat Morrison – IT Manager
PHONE NUMBER:	631-351-3166
E-MAIL:	pmorrison@huntingtonny.gov
NATURE OF CLIENT'S BUSINESS:	Government
DATES OF SERVICE	July 2016 to present
APPROXIMATE# OF EMPLOYEES	1750
QTY & TYPE OF DATA COLLECTION	33 NT7000 HID Proximity Terminals with POE Employee Web Services for all employees
CLIENT COMPLEXITY	Unions: Multiple complex rules, Tyler Munis Interface
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET Andrews Technology Never Charges Overages
GROSS COST	\$250,000



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Displayed below is your current Supplier Profile as it is presented to BuyerZone buyers when they are matched to your business. Your profile includes:

- Aggregated ratings from BuyerZone buyers who have rated your business (if ratings have been submitted). These are your cumulative ratings across all of your active BuyerZone lead categories.
- Your Contact Information (provided by your company)
- Your Company Overview and Products/Services description (provided by your company)

Included at the bottom are average ratings for all BuyerZone suppliers in each of your active lead categories - so you can see how your ratings compare.

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Supplier Profile

Andrews Technology

BuyerZone User Ratings Overall

- ★ ★ ★ ★ ★ ☆ Rating Professionalism
- ★ ★ ★ ★ ★ ☆ Timeliness of Response
- ★ ★ ★ ★ ★ ☆ Product/Service Quality
- ★ ★ ★ ★ ★ ☆ Product/Service Value

Would recommend to colleagues: 98%

Rated by: 42 users within local area

BuyerZone supplier since: February 2004

Contact Information

HQ Location: Wilmington, NC

Phone: 888-357-7299

Email: sales@andrewstechnology.net

ablundell@andrewstechnology.net

Company Overview (provided by supplier)

Andrews Technology represents the Novatime Time & Attendance System. With over 3000 customers nationwide, Andrews Technology has the experience required to ensure the success of your installation. Novatime offers cost-effective solutions for firms of all sizes, from 25 to 1000's of employees. Easy to use - Entry via the web, hand and fingerprint terminals, phone, badge and PDA's.
Year founded: 2000

Products/Services

With a combined experience of over 50 years in the time and attendance industry, your project is in good hands with Andrews Technology. We offer Novatime software installed on your server or ours (ASP). Our ASP offers complete redundancy to maximize system availability. We also offer every data collection option available including: web (pc entry), hand, fingerprint, phone, badge, mobile applications, and PDA.



RFP Response



www.downers.us

COMMUNITY RESPONSE

CENTER

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

June 29, 2017

ADDENDUM -01

RFP-0-24-2017/TT

PUBLIC WORKS TIME & ATTENDANCE SOLUTION

An addendum has been issued to replace the original documents.

The Proposal is due on July 18, 2017, 2 p.m.

Sincerely,

VILLAGE OF DOWNERS GROVE

Theresa H. Tarka

Purchasing

Village of Downers Grove



REQUEST FOR PROPOSAL

Name of Proposing Company: _____
Project Name: PUBLIC WORKS TIME & ATTENDANCE SOLUTION
Proposal No.: RFP-0-24-2017/TT
Proposal Due: July 18, 2018, 2 p.m.
Pre-Proposal Conference: NA
Required of All Proposers:
Deposit: No
Letter of Capability of Acquiring Performance Bond: No
Required of Awarded Contractor:
Performance Bond/Letter of Credit: No
Certificate of Insurance: Yes
Legal Advertisement Published: June 28, 2017
Date Issued: June 28, 2017
 This document consists of 28 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

DANIEL CARLSEN
 MANAGEMENT FELLOW
 PUBLIC WORK DEPARTMENT
 5101 WALNUT AVE.
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-6811
 FAX: 630/434-5495
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the PUBLIC WORK DEPARTMENT, 5101 WALNUT AVE. Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

Village of Downers Grove

I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **July 18, 2017, 2 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **DANIEL CARLSEN**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.

Village of Downers Grove

- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

- 5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

- 6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS**9. VILLAGE ORDINANCES**

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

Village of Downers Grove

10. USE OF VILLAGE'S NAME

10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

13. NONDISCRIMINATION

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

Village of Downers Grove

14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to

Village of Downers Grove

comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

- 18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names,

Village of Downers Grove

occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 18.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

19. PATRIOT ACT COMPLIANCE

- 19.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

20. INSURANCE REQUIREMENTS

- 20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Village of Downers Grove

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		(Applicable on a Per Project Basis)
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

Village of Downers Grove

- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 21. COPYRIGHT/PATENT INFRINGEMENT**
- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 22. COMPLIANCE WITH OSHA STANDARDS**
- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 23. CERCLA INDEMNIFICATION**
- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.
- 24. BUY AMERICA**
- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal

Village of Downers Grove

funds (through a grant agreement or cooperative agreement).

- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

- 26.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

27. TERM OF CONTRACT

- 27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village

Village of Downers Grove

may be set-off against any monies due and owing by the Village to the Contractor.

29. BILLING & PAYMENT PROCEDURES

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 29.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

31. STANDARD OF CARE

- 31.1 Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

- 32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

33. SUCCESSORS AND ASSIGNS

Village of Downers Grove

33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

34. WAIVER OF CONTRACT BREACH

34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

35.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

36. NOT TO EXCEED CONTRACT

36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

38. NOTICE

38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

39.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

III. DETAIL SPECIFICATIONS

PUBLIC WORKS TIME AND ATTENDANCE SOLUTION

The Village of Downers Grove is looking to purchase a time and attendance solution to automate the management of payroll processes of non-exempt employees. Currently, the Village uses a traditional time clock and time sheet to manually track employee's time as they clock-in, and clock-out of their shift. The manual entries are then entered into the Village's Enterprise Resource Planning system to be processed.

The Village is looking for a solution that has the capability to interface with our current ERP system. The Village currently uses Eden ERP financial software, a Tyler Technologies product, which is housed in Village Hall. The Village uses the Microsoft Windows Server operating system as well as MSSQL 2014 as its database platform.

Two time clocks will be needed, with one located at our Public Works facility and one located at our Fleet Garage located on premises just east of the Village Hall building. The connection between Public Works and Village Hall is via Comcast fiber (100 Mbps service). Connection uptime is 99%.

The Village of Downers Grove has an estimated 51 non-exempt employees for 2018 that would be using the time and attendance solution. This includes 48 permanent employees and 3 budgeted seasonal hires. The number of seasonal hires may fluctuate from year to year, depending on budget constraints. **The time and attendance solution is scheduled to be budgeted in 2018, please provide pricing for the year 2018.**

Please provide a time and attendance solution with the following specifications:

- Integration with our current ERP software. (Eden, Tyler Technologies)
- Does the software have the capability to export a flat file containing such as hour type code, employee number, hours, etc?
- Designate if the proposed solution is hosted or on-premise. If on-premise, please specify server requirements.
- Available use of time clock or other mechanism for tracking employee time entries. Would a time clock be synchronized to automatically adjust time as needed, i.e. daylight savings time?
- Will the vendor be responsible for maintenance of the system?
- Describe how the time clocks are powered (AC and/or PoE)?
- In regards to data connectivity, are the time clocks wired or wireless?
- Please describe the physical attributes/options of device used to punch in/out (swipe cards, key FOB, passcode, etc...). Also please describe the process of creating new or replacement time punch devices.
- If the network or power is down, please describe what safeguards exist within the system to: 1) ensure that no data is lost and 2) that the processing will resume without problems once the network and/or power is restored.
- Please describe the systems work rules capabilities.
- The ability to generate the number of hours worked by employee, date, time, and specific coded job activity.
- The ability to handle multiple job codes.

- Potential to have the capability to calculate multiple job codes earning additional pay for a specific period of time.
- Does the employee have the ability to specify job codes after shift?
- Does the system have the functionality to allow a supervisor to override input or perform input if the employee is off site? Will the system provide an audit trail as to who made the changes and when?
- Does the system have the ability to apply a job code at any time during the pay period?
- The ability to handle multiple shifts in a 24 hour period, including shifts that extend overnight.
- The ability to deduct ½ hour for a meal break during a shift without making the employee clock out for the meal.
- The ability to report multiple categories of time reported as what they are: e.g. personal holidays, bereavement, jury duty, regular, overtime, vacation, etc. How are these set up in the system? Does the system prevent an employee from entering unavailable time (vacation, sick, comp, etc.)?
- Does the system have the capability for pre-arranged work schedules?
- What is the approval process before download occurs? What type of reports are available?
- Does the system highlight irregularities in individual work schedules?
- How much training time is needed to set up the system? How much training time is needed to use the system?
- Please describe the remote capabilities of the system from a supervisor's perspective. Please address information available to the supervisor's either through their computer (PC) or from the time clock. Please specify which information is available through their PC and time clock.

Please include the cost of the total implementation of the time and attendance solution and purchase of time clocks with your proposal, including shipping costs.

IV. PROPOSER'S RESPONSE TO RFP

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

MUNICIPAL REFERENCE LIST

Municipality: City of Norwalk
 Address: 125 East Ave. Norwalk, CT 06856
 Telephone # 203-854-7711
 Contact Name Fred Gilden

Municipality City of Naperville
 Address: 400 S. Eagle St. Naperville, IL 60540
 Telephone # 630-420-6055
 Contact Name Lynn Lockwood
 Municipality: City of Artesia
 Address: 511 West Texas Ave. Artesia, NM 88210
 Telephone # 575-746-2122
 Contact Name Summer Galvan

Municipality: Town of Leesburg
 Address: 25 West Market Street, Leesburg, VA 20176
 Telephone # 703-737-7144
 Contact Name Kate Trask

Municipality: Tooele County
 Address: 47 South Main Street, Tooele, UT 84074
 Telephone # 435-843-3133
 Contact Name Gail Williams

Municipality: City of Russell
 Address: 133 West 8th Street, Russell, KS 67665
 Telephone # 785-483-6311
 Contact Name Katrina Woelk

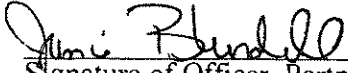
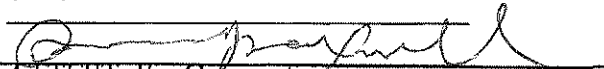
Municipality Town of East Hampton
 Address: 159 Pantigo Rd. East Hampton, NY 11937
 Telephone # 631-324-4141 x2114
 Contact Name Charlene Kagel

Municipality Town of Huntington
 Address: 100 Main St. Huntington, NY 11743
 Telephone # 631-351-3166
 Contact Name Pat Morrison

V.PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:	
Andrews Technology HMS, Inc.	Date: <u>7/11/2017</u>
Company Name	<u>jamie@andrewstechnology.com</u>
1213 Culbreth Drive Suite 126	Email Address
Street Address of Company	
Wilmington, NC 28405	Jamie Blundell
City, State, Zip	Contact Name (Print)
(888) 357-7299	(516) 592-0885
Business Phone	24-Hour Telephone
Fax	
(516) 674-8119	Signature of Officer, Partner or Sole Proprietor
	Jamie Blundell, Vice President
ATTEST: If a Corporation	Print Name & Title

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Andrews Technology HMS, Inc.
 ADDRESS: 1213 Culbreth Dr.
 CITY: Wilmington
 STATE: NC
 ZIP: 28405
 PHONE: 516-592-0885 FAX: 516-674-8119
 TAX ID #(TIN): 27-0239575

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: (same as above)
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|-------------------------------------------------------|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | Corporation |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: *Janie Bendelo* DATE: 7/12/17


PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Public Works Time & Attendance, Proposer Andrews Technology hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment

PROPOSER'S CERTIFICATION (page 2 of 3)

of all such taxes that are due, and Proposer is in compliance with the agreement.


BY: 
Proposer's Authorized Agent

2 7 - 0 2 3 9 5 7 5

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 12 day of July, 2017.



Notary Public comm exp 5/2/2019

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of New York, which operates under the Legal name of Andrews Technology HMS, Inc., and the full names of its Officers are as follows:

President: Andrew Blundell

Secretary: Perry Maxwell

Treasurer: _____ and

it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
 _____ which name is
 registered with the office of _____ in the state of
 _____.

(c) **Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: _____
 and if operating under a trade name, said trade name is: _____
 which name is registered with the office of _____ in the state of
 _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Hub International Northeast

Agent Dianne O'Connor

Street Address 100 Sunnyside Blvd.

City, State, Zip Code Woodbury, NY 11797

Telephone Number 516-417-5806

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Andrews Technology HMS, Inc.

Print Name and Title of Authorizing Signature: Jamie Blundell - Vice President

Signature: Jamie Blundell

Date: 7/12/17

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Proposer: Andrews Technology HMS, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Proposer will perform with its own forces. The Proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

N/A

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Jamie Blundell Vice President

Signature: Jamie Blundell

Date: 7/11/17

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature Janie Blundell

Company Name Andrews Technology

Title Vice President

Date 7/12/17

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Andrews Technology

Address: 1213 Culbreth Dr.

City: Wilmington, NC Zip Code: 28405

Telephone: (516) 592-0885 Fax Number: (516) 674-8119

E-mail Address: Jamie@andrewstechnology.com

Authorized Company Signature: Jamie Blundell

Print Signature Name: Jamie Blundell Title of Official: Vice President

Date: 7/12/17

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Amie Blondell
Signature

Jamie Blondell
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



Technical Response

Technical Response Novatime Web-Based System

- Integration with our current ERP software. (Eden, Tyler Technologies)
Fully Compliant: Novatime interfaces with over 400 payroll/HR systems. Tyler Eden is an existing interface. The bidirectional interface to Tyler Eden is included with our response and is 100% guaranteed.
- Does the software have the capability to export a flat file containing such as hour type code, employee number, hours, etc?
Fully Compliant: Novatime has the capability of exporting out a flat file with pay type, hours, employee number etc.
- Designate if the proposed solution is hosted or on-premise. If on-premise, please specify server requirements.
We have included 2 options for the Village to select from. A on-premise (Customer Hosted) solution and a SaaS (Vendor Hosted) solution are quoted on in the Cost Proposal section.
- Available use of time clock or other mechanism for tracking employee time entries. Would a time clock be synchronized to automatically adjust time as needed, i.e. daylight savings time?
Fully Compliant: Novatime supports Time Clocks (HID, Biometric, Pin Entry). Additionally Novatime also supports Computer Entry and Smart Phone applications. Time clocks automatically adjust to daylight savings time.
- Will the vendor be responsible for maintenance of the system?
Fully Compliant: Andrews Technology has full responsibility for maintenance of the system. If the system is Customer Hosted the Village will be responsible for its own servers.
- Describe how the time clocks are powered (AC and/or PoE)?
The NT7000 terminals have 3 choices for communication, Standard Ethernet, POE or Wireless. If POE is selected no outlets will be needed.
- In regards to data connectivity, are the time clocks wired or wireless?
The NT7000 terminals have 3 choices for communication, Standard Ethernet, POE or Wireless. The communication types will not affect the cost of the solution.
- Please describe the physical attributes/options of device used to punch in/out (swipe cards, key FOB, passcode, etc...). Also please describe the process of creating new or replacement time punch devices.
The NT7000 Time clock is available as Pin Number Entry, HID Proximity or Biometric Finger. If the HID Proximity model is selected, the clock will work with the Villages existing Key Fobs. All time clocks are covered under annual maintenance. Full device replacement is included should a device malfunction.
- If the network or power is down, please describe what safeguards exist within the system to: 1) ensure that no data is lost and 2) that the processing will resume without problems once the network and/or power is restored.
All data is stored in nonvolatile memory. Once power and/or network is restored the clock will send all stored data to the software.



- Please describe the systems work rules capabilities. **Novatime provides robust system configurations to accommodate the most complex rules. A Rule can be configured at the Village wide level, at a group or department level, or down to the individual employee level.**
- The ability to generate the number of hours worked by employee, date, time, and specific coded job activity.
Fully Compliant: Novatime provides the ability to generate number of hours worked by employee, date, time and specific job code activity.
- The ability to handle multiple job codes.
Fully Compliant: Novatime includes the ability to track an unlimited number of job codes.
 - Potential to have the capability to calculate multiple job codes earning additional pay for a specific period of time.
Fully Compliant: Job Costing / Labor tracking is identified as being able to track different job codes for specific periods of time based on different jobs, departments, locations, grants etc.
 - Does the employee have the ability to specify job codes after shift?
Fully Compliant: Novatime provides time distribution functionality to allow employees to distribute out their hours worked after the shift is completed.
 - Does the system have the functionality to allow a supervisor to override input or perform input if the employee is off site? Will the system provide an audit trail as to who made the changes and when?
Fully Compliant: If provided the proper security rights supervisors/managers will have the ability to override input or perform input if needed. Any changes to the timesheet and schedule are fully tracked in the Audit Trail. The Audit Trail will show who made the change and the date and time the change occurred.
 - Does the system have the ability to apply a job code at any time during the pay period?
Fully Compliant: Any person of authority will have the ability to make changes to the timesheet until the timesheet is moved to payroll status.
- The ability to handle multiple shifts in a 24 hour period, including shifts that extend overnight.
Fully Compliant: Novatime can handle multiple shifts, and shifts up to 72 hours.
- The ability to deduct 1/2 hour for a meal break during a shift without making the employee clock out for the meal. **Fully Compliant: Novatime provides auto meal deduction capabilities.**
- The ability to report multiple categories of time reported as what they are: e.g. personal holidays, bereavement, jury duty, regular, overtime, vacation, etc. How are these set up in the system? Does the system prevent an employee from entering unavailable time (vacation, sick, comp, etc.)?
Fully Compliant: Novatime supports an unlimited number of pay codes in the system. These pay codes are set up during implementation based on the information completed in the Rules Questionnaire. Additional pay codes can be added after implementation if needed. Yes Novatime can restrict employees from taking vacation/sick time if they don't have enough available.



- Does the system have the capability for pre-arranged work schedules?
Fully Compliant: Every employee can be assigned to a specific shift rule which will determine their defined schedule.
- What is the approval process before download occurs? What type of reports are available?
Novatime provides up to 8 levels of approval for the timesheet. Novatime has over 200 reports standard in the system. Several examples include: Exception Report, Payroll Status Report, Audit Trail, etc. Please see the Sample Report Booklet included in the Descriptive Literature section.
- Does the system highlight irregularities in individual work schedules?
Fully Compliant: Novatime provides an Exception report which will highlight numerous irregularities based on the employees schedule.
- How much training time is needed to set up the system? How much training time is needed to use the system?
Training varies by individual as each person learns at a different rate. We find 2-4 hours is best for using the system. We have also included Unlimited Training with our response so if more training is needed beyond the 2-4 hour estimate it will be included at no additional cost. All set up is done by your Andrews Technology team during installation.
- Please describe the remote capabilities of the system from a supervisor's perspective. Please address information available to the supervisor's either through their computer (PC) or from the time clock. Please specify which information is available through their PC and time clock.
Novatime is a 100% Web-Based system. Supervisors will have the ability to review/edit/approve timesheets, edit schedules, approve/decline requests for time off, view schedules, view balance of sick/vacation days, and run reports. From a smart phone managers can review/edit/approve time sheets, approve/decline requests for time off, view schedules, view balances of sick/vacation days. From a time clock managers can view timesheets, view schedules, view balance of sick/vacation days, or request time off electronically.
- Please include the cost of the total implementation of the time and attendance solution and purchase of time clocks with your proposal, including shipping costs.
Please see the Cost Proposal section for all Novatime system costs. Included is 24/7 support, Unlimited Training, onsite installation, fixed price installation including all travel and any additional time needed to complete the agreed upon scope of work.



Novatime 5000 Solutions Overview

NOVAtime 5000 Solution Overview

NOVAtime Technology, Inc. is a software development company that created the web-based NOVAtime 5000 platform and all previous NOVAtime products. NOVAtime serves as a technological leader in the industry, as its strategy for success focuses on continued research and development of new technologies. NOVAtime strives to continuously improve its workforce management solutions and advance its product offerings—a result of the company’s determination to provide a well-rounded product with the ability to integrate with multiple applications (HRIS, Payroll, Finance, ERP, etc.). NOVAtime wants the City to have the best workforce management tool, in order to run efficiently throughout all departments. From an employee’s first punch, to a paycheck being issued, NOVAtime’s goal is to work with your organization to create a complete solution that is best suited for the City.

The NOVAtime 5000 application can be delivered as Software as a Service, a licensed model, or a hybrid solution, giving the City the option to choose the method most appropriate for your organization. The system is fully scalable to support time, attendance, leave, and scheduling as standard modules within a single database—all of which are completely integrated within the application. This means, as real-time hours affect the accruing of time off, balances will be calculated and displayed immediately, in real time.

NOVAtime 5000 also tracks a variety of data, including hours worked, attendance policies, accrual balances, leave taken, expense accounts, overtime, and more. The system is intuitive and user-friendly, making it easy to learn by any user type.

Additionally, NOVAtime 5000 is workflow enabled and can send notifications to supervisors via email or through the use of the customizable dashboard. Electronic communications are provided through secure, confidential communications—streamlining processes and operations, while eliminating the need for paper trails. SSL protocol provides authenticity of the NOVAtime 5000 database, but it also ensures privacy and data integrity through encryption. Firewalls and intrusion prevention systems are deployed to prevent unauthorized access, and the only data that can enter is SSL traffic. Furthermore, because the NOVAtime 5000 application is Plynt Certified, the City can be confident that all system data is secure.



Real-Time Management with Push Technology

Also known as “server push,” the term “push technology” refers to a type of data distribution that automatically delivers data in real time or at defined intervals. NOVAtime was one of the first to market with push technology, beginning in 2006, which now enables NOVAtime 5000 to operate in real time through the use of internet-based communication. When data is entered into the NOVAtime 5000 system through any data collection method, the NOVAtime server will automatically send the updated information to system users, without requiring the user to initiate a request for the update. In contrast, “pull technology” polls data and requires the system user to “refresh” or request an update in order to view the latest information. NOVAtime 5000 eliminates data polling through the use of push technology, providing system users with the most accurate and up-to-date employee data at all times, from any device.



Data Collection

Whether your employees use PC/web entry, badge swipe, or biometric identification, the process of collecting time punches becomes quick and easy with the use of NOVAtime 5000. The system supports multiple methods of time entry, and NOVAtime offers the greatest number of data collection options in the industry. This includes PC/web entry, telephone IVR, mobile apps for smartphones and tablets, portable PDA devices, and various time clock models that can verify employees via biometrics, key-in, proximity badges, and magnetic stripe/bar code cards. Additionally, all data collection hardware devices utilize push technology, providing your organization's management with access to real-time tracking of employee data and ultimately helping the City to better understand its labor situation.

Exception Tracking and Notification

NOVAtime 5000 is exception-based, from pay rules to shifts and schedules. Exceptions are defined and tracked at the employee level, and the system's notification engine will alert supervisors when exceptions occur. NOVAtime 5000 can display timesheet exceptions on a supervisor's user dashboard and the supervisor can also run exception reports. Additionally, the application features an Attendance Points System for effective management of attendance policies and pattern tracking. The Points System allows point values to be assigned to exceptions, e.g. tardiness, absences, and leaving early. Rules and threshold levels can be set up so that supervisors can view employees with the selected exception type meeting or exceeding the threshold. Once a threshold is reached, the system can automatically generate pre-configured HR documents that supervisors may review with their employees. The points system could also be used to reward employees for following attendance guidelines and/or perfect attendance.

Timesheet Editing & Approval

NOVAtime 5000 allows supervisors to review, edit, and approve assigned employees' timesheets, schedules, accrual, and labor costing information. Employee punches and attendance exceptions are displayed in SWS for quick corrections as needed. This eliminates the need for supervisors to review individual employee timesheets to find any mistakes, ultimately improving efficiency and allowing supervisors to spend more time performing other management tasks. Also, the system features an audit log in which all edits and adjustments are tracked (including who, what, where, and when), and because a note is required for every edit, the audit trail can prevent or resolve disputes over data changes.

Employee Management & Scheduling

NOVAtime 5000 features a complete scheduling feature that is designed to enable the creation and management of both permanent and temporary employee schedules. This provides supervisors with the ability to create a distinct point of reference for employee information, while providing the system with the expected start and end times of various work shifts. The system also features time saving additions, such as schedule copying/forwarding, budget analysis, group scheduling, departmental coverage, and schedule templates. NOVAtime 5000 is also able to import schedules from other programs, and the system provides multiple scheduling methods, including Smart Scheduling and an Advanced Schedule Manager (ASM) designed for public safety organizations, such as fire departments, police departments, and public works. Please see the ***Scheduling Modules*** section for more details on all of the innovative scheduling features of NOVAtime 5000.

Pay Rule Automation & Enforcement

Pay rules are parameter-driven and easy to setup, change, and track. NOVAtime 5000 enables up to eight labor levels, each able to hold an unlimited amount of pay rule values, and the system will track any amount of transfers between the levels. The system also offers unlimited tracking of job and work assignments, recorded by pay code, and will easily report on these hours while transferring them to the appropriate accounts. The project tracking module supports an unlimited amount of codes that can be assigned to employee hours and pay rules. These may be defined by location, department, job, cost center, project, etc., and drop down menus and lockouts can be set up to enhance the usability of pay codes in the NOVAtime 5000 system.

[Additional information regarding pay rules is provided on the following page.]



NOVAtime 5000's Rule Setup feature is used to configure various rules that affect how employee time is calculated. This includes the following types of pay rules:

- Shift rules – scheduled start/end, meals, breaks, and premium parameters;
- Policy rules – pay period definitions, overtime, punch rounding rules, etc.;
- Holiday rules – paid hours, scheduled day before/after qualifiers, prorate hours based on historical hours worked, etc.;
- Accrual rules – vacation, sick time, PTO, etc.;
- Pay matrix rules – complex shift differential and premium rules;
- Point system rules – automation of attendance policies.

Reporting

NOVAtime 5000 features an internal report generator that includes over 100 report templates that are defined by business need and can be configured to the City's specific requirements. The powerful report generator allows system users to select the report output (PDF, Excel, RTF, HTML, or CSV), apply various filters, select column order, and utilize dynamic report sorting. Additionally, reports can be published and used by all system users, selected system users, or the report publisher only.

HR/Payroll Integration

NOVAtime Enterprise Web Services (NEWS) is the interface platform between NOVAtime 5000 and third-party applications. NEWS allows for the import and export of data into multiple systems through standardized XML/SOAP formats, eliminating duplicate data entry. With an internal mapping and interface builder, NOVAtime 5000 can integrate with virtually any system. The system will link to the City's HR system to populate users, departments, leave accruals, etc., and the payroll bridge enables simple transfer of employee pay and hours to payroll. As of today, NOVAtime has developed seamless interfaces to over 300 payroll, HRIS, ERP, job tracking, scheduling, and accrual systems. New interfaces are being built on a regular basis, and if NOVAtime does not have an existing interface to an application that the City is utilizing, the Research and Development department will be able to create an appropriate interface bridge in minimal time.

Self-Service User Accounts

NOVAtime 5000 is web-based for all users, including payroll administrators, system administrators, supervisors, and employees. Self-service user accounts can be accessed through a PC via a standard web browser, as well as through selected time clocks, telephony, and the mobile app. The application provides three different types of user accounts, detailed in the following pages.

[Information regarding web services for administrators, supervisors, and employees is provided on the following pages.]

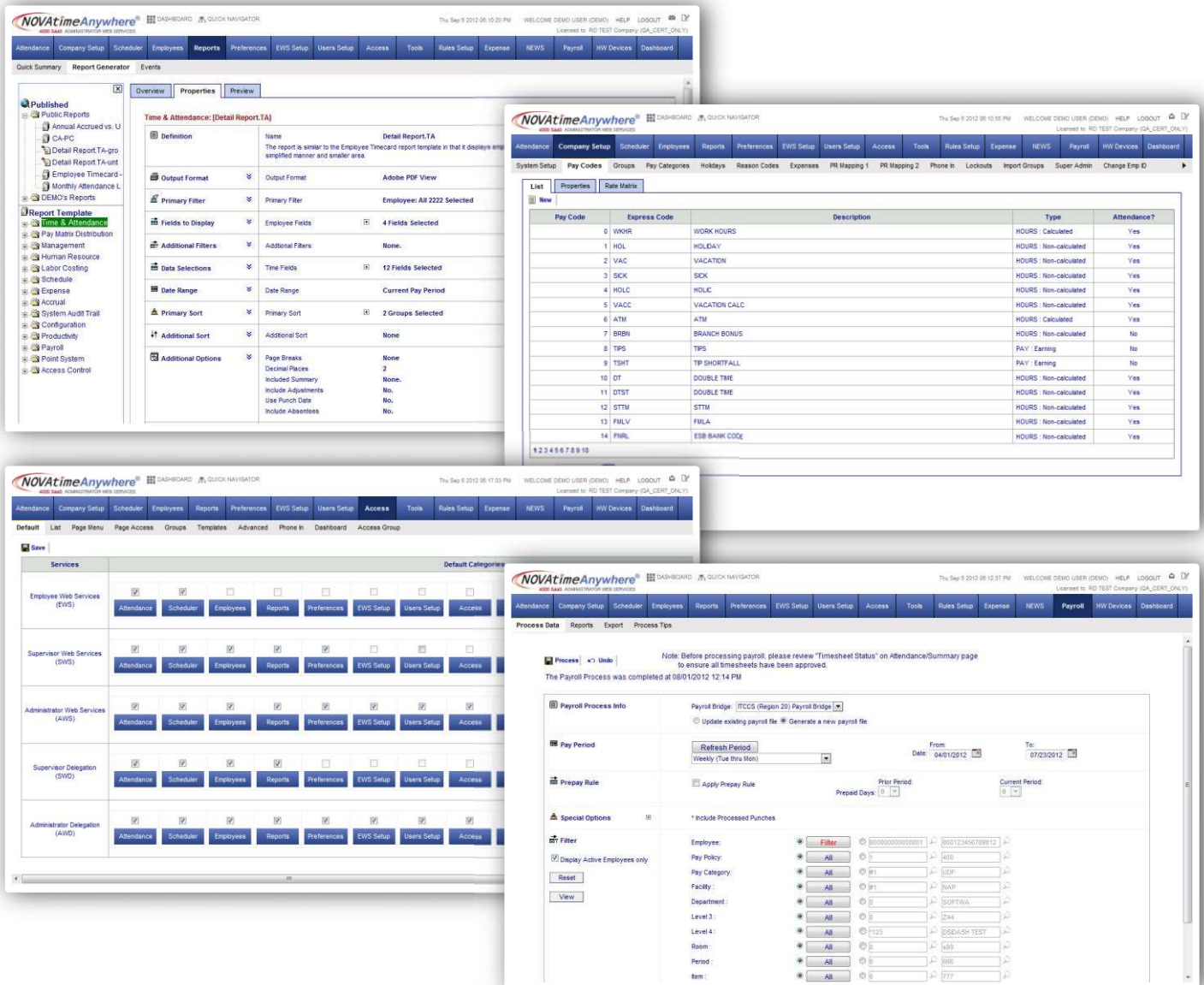
Administrator Web Services (AWS):

AWS enables system administrators to set up and manage the NOVAtime 5000 solution according to company requirements. The following features can be configured in AWS:

- Company-wide system parameters that control web access, report access, IP address restrictions, and email server identification;
- System-wide rules to control system function;
- Pay codes, pay rules, labor levels, etc.;
- User delegation that defines what type of access is granted (e.g. administrator, supervisor, employee);
- Security Access Groups that define what pages and features are enabled or disabled;
- Benefit accrual and point system rules;
- Data collection hardware;
- NOVAtime Enterprise Web Services (NEWS) for HTML data exchange with HR/Payroll systems.

AWS also enables payroll administrators to perform the following functions:

- Review and approve timesheets for payroll;
- Generate payroll reports;
- Process payroll with the ability to prepay employees based on their scheduled hours.



The screenshots illustrate the following features:

- Time & Attendance Configuration:** A detailed report configuration page for 'Time & Attendance: [Detail Report.TA]' with sections for Definition, Output Format, Primary Filter, Fields to Display, Additional Filters, Data Selections, Date Range, Primary Sort, Additional Sort, and Additional Options.
- Pay Codes Table:** A table listing various pay codes with columns for Pay Code, Express Code, Description, Type, and Attendance?. The table includes codes such as WORK HOURS, HOLIDAY, VACATION, SICK, HOLIDAY, VACATION CALC., ATM, BRANCH BONUS, TIPS, TPT SHORTFALL, DOUBLE TIME, DOUBLE TIME, STTM, FRLA, and ESB BANK CODE.
- Services Configuration:** A page titled 'Services' showing a grid of checkboxes for different user roles (Employee Web Services, Supervisor Web Services, Administrator Web Services, Supervisor Delegation, Administrator Delegation) and their access to various modules like Attendance, Scheduler, Employees, Reports, Preferences, EWS Setup, Users Setup, and Access.
- Payroll Process Info:** A page for processing payroll with fields for Payroll Bridge (ITCCS (Region 20) Payroll Bridge), Pay Period (Weekly (Tue thru Mon)), Prepay Rule (Apply Prepay Rule), and Special Options (Include Processed Punches). It also includes a Filter section for selecting employees based on various criteria like Employee, Pay Policy, Pay Category, Facility, Department, Level 3, Level 4, Room, Period, and Item.



Supervisor Web Services (SWS):

SWS provides supervisors with real-time information and features for accurate and efficient labor management. The system enables supervisors to perform the following functions:

- Review, edit, and approve employee timesheets;
- Configure data fields included in the timesheet view;
- View summaries of timesheet information, as well as overall departmental cost and performance evaluation (including total hours and pay amounts sorted by pay type);
- Create new employee work schedules and view current and past schedules;
- View employees' timesheets, schedules, accruals, history, etc.;
- Review budget hours;
- Approve, decline, or cancel employee time-off requests;
- Review, approve, or reject expense submissions;
- Validate employee benefit accruals (including hours available and used for each accrual type);
- Review employee point system balances and points history;
- Configure and generate management reports.

The screenshot shows the 'In/Out Board' with columns for First Name, Last Name, Emp. ID, Out, In, Lunch, Status, and P. Below it is an 'Exception Summary' table with columns for Exception and Emp. Count. The 'Timesheet Status' section shows a bar chart for 'Group By: Facility'.

The screenshot displays a detailed timesheet summary for employee [00000000004748] TEST 2, QA. It includes a table with columns for Date, PayCode, In, Out, Reg, OT1, OT2, OT3, OT4, OT5, Total Hrs, Earnings, Deductions, Reg Pay, OT1 Pay, OT2 Pay, OT3 Pay, OT4 Pay, OT5 Pay, Prem Pay, and Total Pay. Below this is an 'Accrual Summary' table with columns for Post Date, Post Type, Accrued/Used, Available, and Notes.

The screenshot shows the 'Personal Info' form for employee [00000000004748] TEST 2, QA. It includes fields for Gender, Marital Status, Contact Information (Email, Phone #1, Emergency Phone, Address #1, Address #2, City, State, Zip), and User Defined fields (User Code1 through User Field 8).

The screenshot shows the 'Enterprise Messenger' interface with fields for Message Start Date, Message End Date, Message Type (Public message, Private message), Recipients (All Employees, All Users, Select Employee(s), Select User(s)), and Message Title. There are also checkboxes for Active, Highlight, and Require Reply.



Employee Web Services (EWS):

EWS enables employees to access their own time and attendance information online. The system will allow employees to perform the following functions:

- Punch IN/OUT and enter other timesheet data (e.g. job transfers, missing punches, etc.);
- View current and past pay periods' timesheets and employee data (e.g. summary of hours by type, earnings, deductions, etc.);
- View Point System summary;
- Sign and submit completed timesheets;
- View work schedules in various displays (e.g. summary view and calendar view for pay period or selected date range);
- View accrual information and balances by accrual type (e.g. hours earned, used, available, carried over, etc.);
- Submit time-off requests;
- View complete attendance history by week, month, year, or selected date range;
- View a detailed Attendance summary for a selected date range;
- View and update personal profile information (e.g. email, phone number, address, emergency contact information, password, etc.);
- Add notes to time punches for supervisors to view.

**User Authentication:**

NOVAtime 5000 features ample security options for user login and authentication. The system supports a “Strong Password” feature, along with the following options that may be enabled or disabled by the City:

- Minimum password age: Administrators may define the number of days that a password will remain valid. After this period of time, users will be prompted to change their password.
- Password expiration warning message: Administrators may designate the number of days that a password expiration warning will appear, prior to requiring a password to be changed.
- Password history: Administrators may define the number of passwords changes that must occur before a past password is reused.
- Password requirements: Administrators may set up requirements for case sensitivity, special characters, consecutive characters, and alphanumeric sequences.

NOVAtime also enables the following security options for login/password access:

- Lightweight Directory Access Protocol (LDAP): NOVAtime 5000 supports the LDAP feature, allowing authentication of users against the client’s domain level security (Active Directory) for access to the NOVAtime 5000 solution. Use of this feature simplifies the password and user management for employees, supervisors, and administrators, i.e. if a user is disabled in a domain, access to the NOVAtime 5000 system will not be allowed.
- Random Image Authentication (RIA): The RIA feature displays and alphanumeric code that the user must input in order to gain access to the NOVAtime 5000 application. This is often used to ensure human usage of the system, preventing any machine or programmatic use. System administrators may enable the RIA feature for a specific group of employees, supervisors, and/or administrators.
- Single Sign-On (SSO): NOVAtime 5000 supports several SSO models. This allows users and employees, who are already logged into other organizational applications, to access the NOVAtime 5000 system without being required to re-enter username and password information. The SSO implementation uses Web Services (SOAP/WCF) extensively and is built using the .NET 3.5 framework, so it will not be necessary for the City to build the module in .NET—any environment that can consume the Web Services will be sufficient.



Scheduling Modules

Standard Scheduling

The NOVAtime 5000 Scheduler module enables the creation and management of both permanent and temporary employee schedules. The system supports unlimited definitions of shift schedules, assignments, patterns, and rotations, while offering time-saving additions, such as schedule copying and forwarding, budget analysis, group schedule features, departmental coverage, and group/personal templates.

Template Schedules

Templates are used to override assigned shift schedules for individual or multiple employees. The user-defined templates contain the pay code, department, start/end times, meal break minutes, and total scheduled hours. New templates can be easily created and saved for future use, and existing templates can be applied with just a few quick clicks.

Free-Form Schedules

Free-form schedules can also be created to override assigned shift schedules for individual or multiple employees. The pay code, department, start/end times, total hours, and meal break minutes can each be defined independently, allowing flexibility that accommodates unique schedules that do not necessitate templates.



On-Demand Schedules

On-demand scheduling is used to define the resource coverage requirements of specific jobs. The system displays the daily resource demands, actual assignments, and variances of specific jobs. Supervisors can analyze this data and assign employees to job schedules with significant variances, ensuring adequate staffing to meet necessary resource demands.

Schedule Import

Employee schedules can be imported to NOVAtime 5000 from third-party scheduling applications. The system supports CSV, XSL, and SDF formats, and automatic data import can be scheduled to run at defined intervals.

Schedule Recap

The Schedule Recap feature displays multiple employees' work schedules in a single page and allows an employee's schedule to be copied and forwarded to future weeks or to other employees' schedules. This feature offers several convenient tools for quick schedule editing, allowing supervisors to move schedules to different days, populate schedules from the employees' default shift setup, remove schedules from an entire week, or add custom schedules to individual days.

Week Of: 06/24/2013 (Mon)-06/30/2013 (Sun)							
Save Undo Add / Maintain Templates Copy Schedule Copy Schedule (Mult.) Copy Employee Update Schedules							
06/24/2013 - 06/30/2013							
Employee	Monday 06/24/2013	Tuesday 06/25/2013	Wednesday 06/26/2013	Thursday 06/27/2013	Friday 06/28/2013	Saturday 06/29/2013	Sunday 06/30/2013
[9001] Dana Jones	[U] 07:30AM-11:30AM Mon 06/24/2013 (PC-0) ✓ Clerk	[U] 07:30AM-11:30AM Tue 06/25/2013 (PC-0) ✓ Clerk	[U] 07:30AM-11:30AM Wed 06/26/2013 (PC-0) ✓ Clerk	[U] 11:00AM-03:00PM Thu 06/27/2013 (PC-0) ✓ Front Desk	[U] 11:00AM-07:00PM Fri 06/28/2013 (PC-0 M30) ✓ Front Desk		
[9004] Brian Johnson	[U] 07:30AM-11:30AM Mon 06/24/2013 (PC-0) ✓ Clerk	[U] 07:30AM-11:30AM Tue 06/25/2013 (PC-0) ✓ Clerk	[U] 07:30AM-11:30AM Wed 06/26/2013 (PC-0) ✓ Clerk	[U] 11:00AM-03:00PM Thu 06/27/2013 (PC-0) ✓ Front Desk	[U] 11:00AM-07:00PM Fri 06/28/2013 (PC-0 M30) ✓ Front Desk		
[9006] Inger Wyman	[S] 07:00AM-04:00PM Mon 06/24/2013 (PC-0 M60) ✓ Shipping Clerk	[S] 07:00AM-04:00PM Tue 06/25/2013 (PC-0 M60) ✓ Shipping Clerk	[S] 07:00AM-04:00PM Wed 06/26/2013 (PC-0 M60) ✓ Shipping Clerk	[S] 07:30AM-04:00PM Thu 06/27/2013 (PC-0 M60) ✓ Shipping Clerk	[S] 07:00AM-04:00PM Fri 06/28/2013 (PC-0 M60) ✓ Shipping Clerk		
[9008] Fred Wood	[S] 07:00AM-04:00PM Mon 06/24/2013 (PC-0 M60) ✓ Representative	[S] 07:00AM-04:00PM Tue 06/25/2013 (PC-0 M60) ✓ Representative	[S] 07:00AM-04:00PM Wed 06/26/2013 (PC-0 M60) ✓ Representative	[S] 07:00AM-04:00PM Thu 06/27/2013 (PC-0 M60) ✓ Representative	[S] 07:00AM-04:00PM Fri 06/28/2013 (PC-0 M60) ✓ Representative		



Advanced Schedule Manager

The Advanced Schedule Manager (ASM) offers a variety of innovative add-on features that enhance and automate the scheduling capabilities of NOVAtime 5000. With automatic schedule generation, ASM allows for dynamic and powerful workforce schedule management methods that ultimately increase efficiency and productivity.

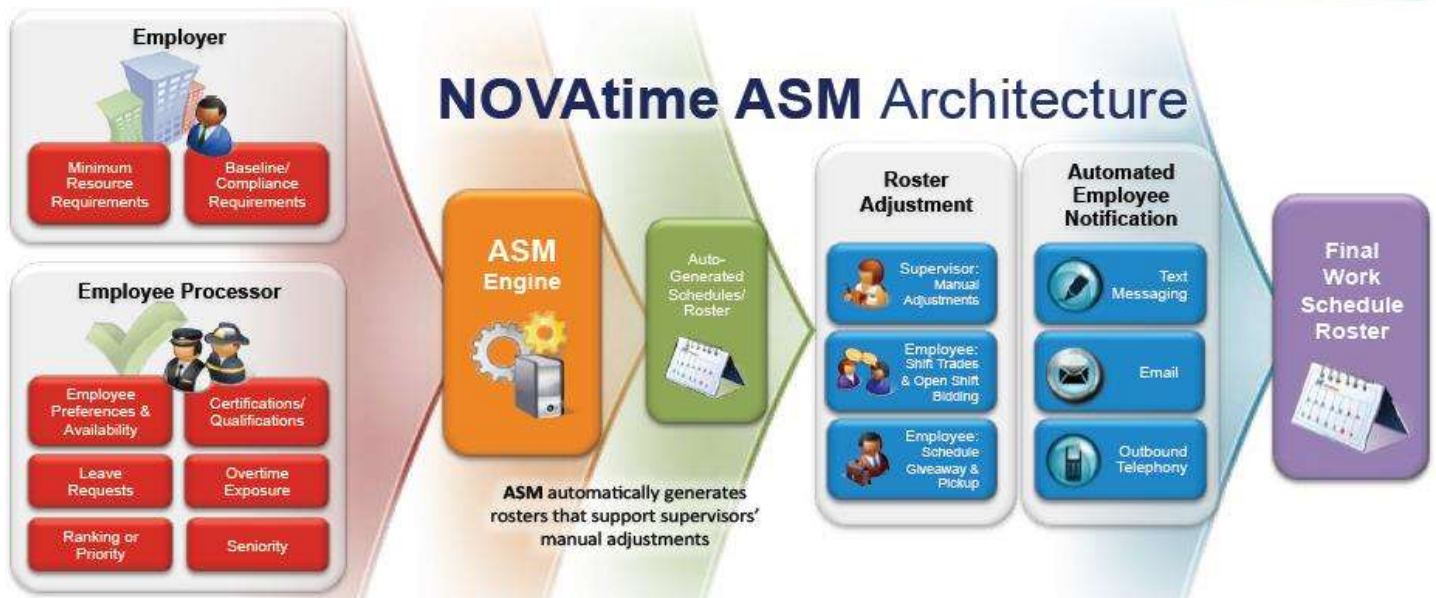
Key ASM features:

- Expands the existing eight group level limit to a total of twenty levels
- Includes a daily roster that displays the scheduled positions and corresponding assigned employees
- Highlights schedule openings, conflicts, and surpluses
- Automates schedule generation according to resource requirements, which can be based on location, tasks, certifications, and other qualifications
- Management personnel can configure standard availability for each employee, and/or employees can maintain their standard availability or indicate availability on a weekly basis.
- Limits standard scheduling based on employee qualifications/certifications
- Identifies and contacts employees who are qualified to open schedules
- Identifies employees with expired certifications

Using ASM, employees can be manually or automatically removed from schedules and placed on leave. The system will then display a list of employees who are available and qualified to fill open positions. For each applicable employee, the system will include configurable contact details, various work hour summaries, and a history of accepted and declined work requests – all of which will aid the selection of employees who are offered to fill the open positions.

ASM allows for dynamic and powerful workforce schedule management methods that ultimately increase efficiency and productivity—all through a user-friendly, graphical interface.

The screenshot displays the 'Advanced Schedule Manager' interface. At the top, there is a navigation menu with tabs for Attendance, Scheduler, Employees, Reports, Preferences, EWS Setup, Users Setup, Access, Tools, Company Setup, Rules Setup, Expense, NEWS, Payroll, and HW Devices. Below the menu, there are sub-tabs for Overview, Template Schedules, Free Form Schedules, and the active 'Advanced Schedule Manager' tab. The main area shows a weekly schedule grid for 'April 20 - 26, 2014'. The grid has columns for each day from Sunday to Saturday. Several schedule rows are visible, including '8100 - BOOK OF MORMON', '9000 - ONCE MUSICAL (MAT)', '9100 - ONCE MUSICAL (EVE)', and '9101 - ONCE MUSICAL (VOL)'. Each row shows completion percentages (e.g., '0% Completed' or '90% Completed') and 'Not Generated' warnings. A 'Generate' button is present for each row. On the left, there is a 'Filters' section with checkboxes for 'Show Active Rules Only' and various status filters like 'Completed', 'Expired Certif. (Pending)', etc. Below filters is an 'ASM Code' section with checkboxes for codes like '8000 - WICKED', '8100 - BOOK OF MORM', etc. Two callout bubbles are present: one in the top right corner saying 'Generate the schedules for the week' pointing to a 'Generate' button, and another in the center saying 'Click to navigate to the Daily page' pointing to a 'Daily' tab.



Employee Functions

ASM supports a "schedule giveaway" function that allows employees to offer their scheduled work hours to other qualified employees. "Schedule pickup" enables the qualified employees to accept giveaway schedules or other schedule openings, and employees may also exchange or swap schedules with one another. To regulate schedule modifications, these employee capabilities may be limited to specific date ranges (e.g. within 10 to 20 days from the current date or within 15 days from the date the schedule was made available). With a variety of scheduling functions offered, the use of each feature can be enabled or disabled based on system security rules and/or supervisor approval.

Attendance | Scheduler

Requests | Advanced Requests | Calendar | Productivity

Advanced Requests

Save | Undo | Week Of: 04/20/2014 (Sun)-04/26/2014 (Sat) | Month: April, 2014

Sunday 04/20/2014	Monday 04/21/2014	Tuesday 04/22/2014	Wednesday 04/23/2014	Thursday 04/24/2014	Friday 04/25/2014	Saturday 04/26/2014
Current Schedule / Approved Request / Giveaway						
Accrual Summary						
Pending Requests						
Schedule Pickup						
		<div style="border: 1px solid #ccc; padding: 5px; width: fit-content;"> <p>Giveaway Schedule</p> <p>[GS] 06:00PM-10:00PM Tue 04/22/2014 Posted: 04/16/2014</p> <p>✓ WEST ✓ Usher ✓ CPR Certification +</p> <p> Pickup Request (1/0)</p> </div>				
Availability						
Declined Requests						
Expired Requests						

Click to pickup this work schedule



Automatic Absence Scheduling

When an employee calls the Phone-in System to report an absence, ASM can automate the process of replacing the absent employee. The system will automatically remove the employee from work schedules and proceed to contact available and qualified employees—via phone, text, email, or internal system message—to fill the open schedule. ASM may be set up to contact applicable employees one at a time, or the system can contact all applicable employees concurrently. When contacting employees one by one, the sequential process is based on priority settings and a defined response time limit, and the system will continue to call qualified employees until the schedule is accepted. When contacting all employees simultaneously, the first employee to accept the offer will be assigned to the schedule.

Schedule Priority and Preferences

Employees qualify for open schedules according to user-defined priority settings. The priorities determine the order in which the system will consider primary and secondary qualifications. ASM may be set up to schedule employees based on a combination of factors, including seniority, ranking, fewest scheduled hours, least amount of overtime, etc.

Schedule Limitations

To control total scheduled and overtime hours worked by employees, ASM may be configured to apply minimum and maximum hour limitations when identifying which employees are qualified to fill schedules. These limitations can be based on total hours worked daily, weekly, or during custom cycles, taking either scheduled or worked hours into consideration.

Notifications Services

Notifications are sent to employees and system users—via phone, text, email, or internal system message—when specific events are detected by ASM. For example, a notification may be sent to inform a supervisor of an expired employee certification, which may be triggered to send prior to or following the expiration, depending on the user's preference. The system is also able to generate notifications when open schedules exist, schedules are modified, a supervisor requests additional work hours, or when there are schedule surpluses, conflicts, exchanges, giveaways, and pickups.

Data Collection Hardware Options

NOVAtime 5000 supports various methods of data collection, and NOVAtime offers the greatest number of options of any provider in the industry. All NOVAtime devices utilize push technology and operate in real time, meaning accurate and up-to-date information is pushed directly to system users, immediately upon entry.

The available data collection methods include the following:

- **Punch/Kiosk time clocks (available with PoE)**
 - Biometric kiosk (fingerprint or hand geometry)
 - Number key-in
 - Proximity badge
 - Magnetic stripe / Bar code scan
 - Badge / ID card swipe
- **PC workstation with web browser**
- **Telephone IVR System**
- **Mobile access**
 - Portable punch/kiosk time clock
 - Wireless PDA
 - Mobile App for smartphones (iPhone and Android; Windows Mobile for supervisor use)
 - Mobile App for tablets (iPad and Android; Windows Mobile for supervisor use)





NT7000 Touchscreen Smart Time Clock/Kiosk

ID options include bar code badge, mag stripe badge, proximity badge, key-in, or biometric fingerprint verification. If a badge method is used, device can be configured to allow entry of SSN when badge is lost or forgotten. Employee can punch in/out, transfer using up to 8 user-defined levels (department, project, locations, etc.), review/submit timesheet, review benefit balances, request time off, review schedules, and more. The terminal can also be used for access control.

NT65M Mobile Clock with Barcode Scanner

Compatible with barcode badges, the NT65M is a portable solution with Wi-Fi and Wireless WAN capabilities and a rugged design. Using the NT65M, employees can punch in and out, perform transfers, submit time-off requests, input leave hours, and input tips. Supervisors can view employee timesheets, view employee work schedules, access employee accrual information, and access employee performance tracking data.



NT450 Smart Time Clock/Kiosk

ID options include proximity badge, HID badge, key-in, or biometric fingerprint verification. If a badge method is used, device can be configured to allow entry of SSN when badge is lost or forgotten. Employee can punch in/out, transfer using up to 8 user-defined levels (department, project, locations, etc.), review timesheet, review benefit balances, request time off, review schedules, and more. The terminal can also be used for access control.

GT400P Hand Punch/Kiosk Time Clock

ID options include key-in + hand. The GT400P offers self-service functions to employees with no access to desktop computers, or for those who are not located near an HR office. This device is a fully functional time clock with KIOSK capability to increase convenience for your employees. It is an ideal standalone workforce management self-service solution.



Web Browser

NOVAtime 5000 can be accessed through the use of a PC with a standard web browser and internet connectivity. No software is required to be installed on the workstation, other than the web browser, i.e. Internet Explorer, Mozilla Firefox, Google Chrome, and Safari. This significantly reduces implementation costs and the total, overall cost of ownership. Self-service functionality is provided as a standard feature of the system, and these functions can be easily enabled and disabled.

**PC equipment depicted is not a product of NOVAtime.*



Native Mobile Applications

Employees can punch In/out and perform kiosk functions through Android or Apple smartphones and tablets. NOVAtime has scheduled a future release for a mobile application on Windows Mobile.

NOVAtime IVR Phone-In System

NOVAtime 5000 can be accessed through any telephone or cellular phone. Employees can punch in/out, perform transfers, review their schedules, review voice messages recorded by their manager, and alert the system if they will be tardy or absent (with a reason code selection).

**Telephone depicted is not a product of NOVAtime.*



NOVAtouch II – Biometric Web Services Verification

The NOVAtouch II can be used in conjunction with PC access. Web service can be configured to require system users to identify themselves using their fingerprint before gaining access to the application.



Statement of Work & Installation Timeline

ANDREWS TECHNOLOGY NOVATIME TIME & ATTENDANCE PROJECT Statement of Work

Prepared for the Village of Downers Grove
July 18, 2017

Overall Statement of Responsibility.....	1
Statement of Work	
- Deliverables.....	2
- Vendor Installation Responsibilities	2
- Customer Installation Responsibilities.....	3
- Professional Services Overview.....	4
- Software Training Overview.....	6
- Phase _____ Sign-off.....	7
Exhibit A - Project Time Line.....	Sample Attached
Exhibit B – Maintenance Agreement.....	.9

Andrews Technology - Overall Statement of Responsibility

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology Purchase Order Form
- Installation of Novatime Web Based Software
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of Tyler Eden Interface
- Installation of all NT7000 terminals, and employee enrollment/training for all supervisors/administrators.
- Unlimited Training of all Administrators and Supervisors
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
 - Includes all software licenses and all Terminals as shown on the Andrews Technology Purchase Order Form.



STATEMENT OF WORK

ANDREWS TECHNOLOGY – DELIVERABLES

As per the electronically attached "Project Timeline – Exhibit A", Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

Software Phase

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of Novatime Web Based Software
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of Tyler Eden Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase

- Delivery of Wall Mounted Hardware (Biometric and/or Card Swipe)
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)



Other Andrews Technology Installation Responsibilities

To ensure an optimally performing Novatime System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for the Village of Downers Grove.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the Novatime System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the Novatime system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.
- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the Novatime System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed.
- Sign-off that the Go Live Phase Responsibilities have been completed.



Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your Novatime system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

Village of Downers Grove is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming

Once your Payroll Rules Questionnaire and Employee File are created, your Novatime software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation

Village of Downers Grove is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to insure error free transfer of punch data from the terminal to your Novatime software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation:

As soon as all of Andrews Technology' minimum system support requirements have been met, our Installation Team will arrive on-site (as per "Exhibit A") and install the software. Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). Village of Downers Grove is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that Village of Downers Grove run a parallel test for one (1) to two (2) pay periods. This gives the Novatime key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The Tyler Eden interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The Tyler Eden interface is an existing Novatime interface. The Tyler Eden interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.



Software Training Overview

Key User Training

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

Course Description – Initial Training For Key Users

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

Supervisor Training

Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use proximity terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and webex training/support.



Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: Village of Downers Grove

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

President
Title

Date: _____
Village of Downers Grove

Date: _____
Andrews Technology

Hardware Phase Sign-Off

Agreed to: Village of Downers Grove

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

President
Title

Date: _____
Village of Downers Grove

Date: _____
Andrews Technology

Go Live Phase Sign-Off

Agreed to: Village of Downers Grove

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

President
Title

Date: _____
Village of Downers Grove

Date: _____
Andrews Technology

Exhibit A



Village of Downers Grove

Novatime 5000 Project Plan



Category	Item Description	Responsible Company	Responsible Person	Target Date	Date Complete	Start Time	Notes
Software Setup	Conduct Planning Session	AND	Thomas Pyatt	8/8/2017			
Software Setup	Email NOVAtime Setup Questionnaires and sample employee import file for completion	AND	Thomas Pyatt	8/8/2017			
Software Setup	Submit Software and Hardware order to NOVAtime for processing	AND	Thomas Pyatt	8/13/2017			
Software Setup	Review NOVAtime System Setup and Web Questionnaires with client.	AND/VDG	Thomas Pyatt /	8/20/2017			
Software Setup	Email completed NOVAtime Questionnaires to the AND Technician for review.	VDG		8/29/2017			
Software Setup	Email an employee import file the initial population of employees into NOVAtime	VDG		8/30/2017			
Software Setup	Ensure server meets specifications for installation of NOVAtime 5000 system.	NOVAtime	Professional Services	8/13/2017			
Software Setup	Install NOVAtime SaaS system on Novatime servers.	NOVAtime	Professional Services	8/20/2017			
Software Setup	Begin setup of the NOVAtime program based on questionnaire responses and information.	AND	Thomas Pyatt	8/21/2017			
Software Setup	Import employee information into the NOVAtime program with submitted employee file.	AND	Thomas Pyatt	8/21/2017			
Software Setup	Setup of NOVAtime Mobile App (if applicable)	AND/VDG	Thomas Pyatt /	9/1/2017			
Hardware	Provide the AND Technician with the networking, cabling and physical location information for the installation of the NT7000 Terminals	VDG		8/20/2017			
Hardware	Receive NT7000 Terminal(s) from NOVAtime	AND	Thomas Pyatt	9/1/2017			
Hardware	Program the NT7000 Clock Terminals and configure within the NOVAtime system	AND	Thomas Pyatt	9/2/2017			
Hardware	Ship the NT7000 Clock Terminals to Village of Downers Grove	AND	Thomas Pyatt	9/8/2017			
Hardware	Installation of the NT7000 Clock Terminals at the proposed clock site(s)	AND	Tom, Teddy, Derrick	9/12-9/14			
Training	Determine Training Schedule for Administrators/Supervisors of the NOVAtime program.	AND/VDG	Thomas Pyatt /	8/8/2017			
Training	Notify Administrators & Supervisors of proposed Training sessions.	VDG		8/20/2017			
Training	Train Key Users (Program Administrators, Payroll Users etc.)	AND	Tom, Nancy	9/17-9/21			
Training	Determine Training content for the Supervisors Training sessions.	VDG		8/20/2017			
Training	Train Supervisors (Dept Mgr's - Timesheet/Schedule Management etc.).	AND	Tom, Nancy	9/17-9/21			
Training	Provide refresher training (if applicable)	AND	Tom, Nancy	11/4-11/8			
System Test	Test Punches, Timesheet Review, Reporting etc. (@2 pay period)	AND/VDG	Thomas Pyatt /	10/1-11/15			
System Test	Run Payroll Test* with the Tyler Eden Payroll for accurate formatting and coding.	AND/VDG	Thomas Pyatt /	10/1-11/15			
System Test	Discuss, review and apply any system adjustments (as needed)	AND/VDG	Thomas Pyatt /	10/1-11/15			
Payroll Interface	Verify the NOVAtime Tyler Eden Payroll Bridge	AND	Thomas Pyatt	8/8/2017			
Payroll Interface	*Run a test Payroll Process within NOVAtime and import into Tyler Eden Payroll Program	AND/VDG	Thomas Pyatt /	10/1-11/15			
Payroll Interface	First Live Payroll Processing using NOVAtime and Tyler Eden Payroll	AND/VDG	Thomas Pyatt /	11/31/2017			
System Live	Live with NOVAtime	VDG		11/19/2017			
Ongoing Support	Transition to AND Support Department for ongoing Support	AND/VDG	ALL	12/1/2017			

Andrews Technology Implementation Team		
Thomas Pyatt	Project Implementation Manager	tom@andrewstechnology.net
Nancy Gilchrist	Project Trainer	nancy@andrewstechnology.net
Teddy Henriquez	Hardware Installations	teddy@andrewstechnology.net
Derrick Epps	Hardware Installations	derrick@andrewstechnology.net

LEGEND	COMPANY	COMPANY DESCRIPTION
SETUP	VDG	Village of Downers Grove
HARDWARE	AND	Andrews Technology HMS Inc.
TRAINING		
PAYROLL		
TESTING		
LIVE		
SUPPORT		



Exhibit B - Maintenance Agreement

Execution below entitles Village of Downers Grove (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for one year from the date of execution below. This agreement is renewed automatically each year unless advised by the Customer in writing no less than thirty days prior to the anniversary of the date of execution of this agreement.

Maintenance coverage is all inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
 - All technicians are dispatched locally
 - Service is available 24 hours-a-day; seven days-a-week.
 - Customer's assigned technical team can be reached directly by cell phone 24/7.
 - Toll-Free support is available as a back-up to direct contact with assigned technical team.
 - Support is provided 24/7. Same day response is guaranteed for any call received prior to 2:00pm.
 - Machine replacement is next day provided above timing guideline is met.
 - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
 - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for three years from such date, and continue for subsequent three year terms thereafter until terminated.



MAINTENANCE COVERAGE: One full year of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a one hour minimum per phone call for support and two hours minimum for on-site service including travel.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: Village of Downers Grove

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

President
Title

Date: _____
Village of Downers Grove

Date: _____
Andrews Technology



Cost Proposal

Pricing Letter Novatime Web-Based System

July 18, 2017
Mr. Daniel Carlsen
Village of Downers Grove
5101 Walnut Ave
Downers Grove, IL 60515

Dear Mr. Carlsen:

The following section details the costs associated with this project. Pricing reflects a turn-key solution including software licenses to track up to 100 employees for Time & Attendance, 15 managers, onsite installation, unlimited training, and 12 months of annual software maintenance (24/7 support and software updates).

A bi-directional interface to Tyler Eden is included with our response. Through the interface employees hours and accruals will be sent from Novatime to Tyler Eden. Employee information such as Name, and ID Number will be sent electronically through the interface from Tyler Eden into Novatime. The interface between Novatime and Tyler Eden is 100% guaranteed.

Notes:

- We have provided the Village with 2 options. A Customer Hosted quote and a Vendor Hosted quote. If Customer hosted is selected the system will be installed on the Village's servers and it will be the Village's responsibility to maintain the server and back up the data. If the Vendor Hosted option is preferred, the system will be installed on Novatime's servers. We have the responsibility for maintaining the server and backing up your data.
- Novatime's Vendor Hosted solution is SSAE 16 SOC1 Type II compliant.
- Customer Hosted Server Requirements are included in the Descriptive Literature section.
- Employee Web Services is included for all employees. Employee Web Services allows employees to punch in/out, or fill out an online timesheet from a PC, or a Smartphone. Employee Web Services can also allow an employee from a PC or Smartphone the ability to request time off electronically, view their schedule, view time record, and/or view status of sick/vacation/personal days. Geo-fencing is included for any smartphone punches.
- Smart Phone Applications are only available with the Vendor Hosted solution.
- 2 NT7000 HID Proximity Terminals are included with our response to work with the Villages existing Key Fobs. The NT7000 is also available as a Biometric Terminal for no additional cost. Only the Biometric model will fully prevent Buddy Punching. Additionally, the NT7000 terminals come with a camera and will take a picture of employees each time they punch in/out.
- The NT7000 terminals have communication choices between Standard Ethernet, POE, or Wireless.
- All travel will be at the expense of Andrews Technology. No travel will be billed to the Village. This includes all expenses for Lodging and Meals. The implementation is a fixed cost. If more travel is needed than we anticipated, it will be done at the cost of Andrews Technology.
- Andrews Technology is pleased to offer Unlimited Training with our response. All Training will be done onsite if desired by the Village. Training is also available as remote web sessions if desired by the Village.
- Software and Hardware Maintenance is included. Software Maintenance includes 24/7/365 software support, & all software updates. Hardware Maintenance includes 24/7 hardware support, all parts, and full device replacement.
- 100% of the Scope of Work for this Project will be completed by Andrews Technology. No subcontractors will be used.

Please feel free to contact us directly to answer any questions that you may have as you review this proposal. Thank you for the opportunity to be of service.

Sincerely,

Andrew R. Blundell
President



Andrews Technology HMS, Inc.

*1213 Culbreth Drive
Wilmington, NC 28405*

sales@andrewstechnology.net

(800) 319-8096 Fax:(516) 674-8119



3 YEAR TOTAL COST

Invoice To:	Village of Downers Grove	Hosted By:	Vendor
Ship To:	TBD	Terms:	\$10,910 Upon Execution
Account Executive:	Jamie Blundell		\$3,740 Due Upon 1 Year Anniversary
			\$3,740 Due Upon 2nd Year Anniversary

Qty	Description	Item	Total
	Novatime Web-Based Time & Attendance System		
	Year 1 Cost (Includes 1st Year Vendor Hosting Fee & 1st Year Maintenance)	\$10,910	\$10,910
	Year 2 Cost (Annual Software Maintenance)	Included	Included
	Year 2 Cost (Annual Hardware Maintenance)	\$590	\$590
	Year 2 Vendor Hosting Fee	\$3,150	\$3,150
	Year 3 Cost (Annual Software Maintenance)	Included	Included
	Year 3 Cost (Annual Hardware Maintenance)	\$590	\$590
	Year 3 Vendor Hosting Fee	\$3,150	\$3,150
	3 Year Total Cost		18,390

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Customer Authorization _____ Title _____

_____ Date _____

Andrews Technology HMS, Inc. _____ Title _____

_____ Date _____



Descriptive Literature



*Workforce Management Solutions
Push Technology
Smart Clock*

NT7000

NT7000 Product Overview

As labor laws and regulations continue to evolve, timekeeping tools should advance accordingly. To facilitate the growing need for heightened security and increased accuracy, the NT7000 collects important workforce data with unmatched precision, while also utilizing secure mechanisms and processes that protect employers from lawsuits, claims, and arbitrations.

The NT7000 is also a time clock with modern appeal, designed for today's cloud computing environment. With a vibrant color touchscreen display, a large numeric keypad, and multi-lingual capability, the NT7000 delivers a dynamic and user-friendly interface.

Using innovative Push Technology, employee punch data can be seamlessly and automatically "pushed" to the server in real-time or periodically. The NT7000 is self-maintained through reliable bi-directional data synchronization between the device and the NOVAtime server.

As a fully functional time clock, the NT7000 supports time punches and transfers, while it also offers powerful kiosk capabilities for self-service functionality. This provides an ideal standalone workforce management solution that is convenient for all employees, particularly when access to a desktop computer or an HR office is limited.

Additionally, by applying the latest technology to the NT7000, NOVAtime has provided a dependable and intuitive platform that is suitable for all types of workforces and workplace environments. The device may be equipped with a biometric, proximity, or HID reader, ensuring the most suitable validation method for any environment.

Models	Product Description
NT7000FP	NT7000 Biometric Fingerprint Reader
NT7000PX	NT7000 Proximity Reader
NT7000HI	NT7000 HID Reader
NT7000FPH	NT7000 Biometric Fingerprint and HID Reader



NT7000 Fingerprint Model



NT7000 Proximity Model



Employee kiosk features and functions:

- Punch in and out using fingers, proximity badges, HID badges, or ID/SSN key-in.
- Transfer multi-level groups to support labor tracking needs.
- Submit time-off requests.
- Input hours for sick leave, vacation, personal leave, etc.
- Input tips, bonus dollar amounts, etc.
- Access timesheets, work schedules, accrual information, and performance tracking data (point system) in real time.
- Submit timesheets for approval.
- View punches in online and offline mode.

Supervisor/manager kiosk features and functions:

- Enable employee schedule lockouts.
- Enable employee meal lockouts.
- Distribute private messages to employees.

HR extension:

- Option to load training videos and other tools for employees to view.
- 24/7 operations to support afterhours inquiries.

Multi-language support:

- English
- Spanish
- French
- Chinese (simplified and traditional)

Real-Time Access All You Need is an Internet Connection!

MAIN FEATURES

- **7" high resolution color display with a capacitive touchscreen panel** that is precise, durable, and does not require calibration. The screen presents an intuitive user interface that supports customized backgrounds, configurable function keys, and powerful functionality.
- **Embedded numeric keypad** with distinct buttons and a bright backlight enable quick and easy input, allowing for increased punch throughput during high-traffic hours.
- **Large tri-color LED indicator and audible tones** clearly inform employees whether or not a transaction has been accepted or declined.
- **Optional Lumidigm fingerprint reader** provides unparalleled performance through the use of the fastest commercial-based fingerprint matching algorithm. Biometric data can be captured in various environmental conditions, and accurate readings can be taken from oily or dirty finger surfaces—or even through a latex glove.
- **Multi-lingual feature** supports individual preference and ensures ease of use for employees of various language backgrounds.



NT7000 Proximity Model

NT7000 Fingerprint Model

- **Internal microSD slot** allows for custom training/safety videos and custom wallpaper images (for branding) to be loaded to the device.
- **Wide-angle camera** captures photos (optional) for added identity verification of employees of various heights.
- **Built-in UPS battery** delivers reliability and extended use through power outages.
- **Dual Weigand ports** support access control solutions that require external reader inputs.

SPECIFICATIONS

Performance Characteristics

OS	WinCE6.0
CPU	TI DM3730 1GHz
RAM	512MB
NAND Flash	512MB

Display

7" thin film transistor liquid crystal display (TFT LCD)
Wide super video graphics adapter (WSVGA) 1024x600 resolution
Capacitive touchscreen panel
LED backlight

Camera

CMOS	1.3 Megapixel
------	---------------

Communication

Ethernet	One RJ45 port
Optional Summit	Wi-Fi 802.11 b/g/n
Mini-USB (client)	
2 USB 2.0 (host)	
2 Weigand ports	

Keyboard

Embedded 12-key numeric keypad with backlight (0 to 9, backspace, and enter)

Audio

1W x 2

Reader Input (Optional, depending on configuration)

EM Proximity	125KHz
HID	125KHz
Fingerprint	Lumidigm M30x series

Memory Expansion

MicroSD slot	Supports SDHC
USB mass storage devices	

Input / Output

2 form C relays
2 digital inputs

Capacity

Max. User	5,000
Max. Stored Punches	50,000

Power Management

Power Inputs	12VDC/2A
UPS	1 rechargeable Lithium-ion battery pack (3.7V/5200mAH) Supports 2 hours of operation without power source
RTC battery	1 rechargeable Micro-backup battery
Power over Ethernet (Optional)	24W

Operating Condition

Humidity	10% to 90% RH non-condensing
Operation Temperature	32°F to 122°F (0°C to 50°C)
Storage Temperature	-4°F to 140°F (-20°C to 60°C)

Dimension and Weight

Dimension (mm)	298 x 204 x 75
Weight	1.75KG (1.70KG w/o fingerprint reader)

Printed in USA
US12014

Specifications subject to change without notice. All product names referenced herein are trademarks of their respective companies.
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Visit NOVAtime online: www.NOVAtime.com

Ask NOVAtime how our solutions
are green and earth friendly

Part Number: LIT-NOVANT7000





The Elite Workforce Management Solution



For state-of-the-art technology, leading-edge interfaces, and world-class support, NOVAtime SaaS (Software as a Service) is the Elite Workforce Management solution. With its web-based interfaces, the NOVAtime SaaS hosted solution is the perfect choice for any size company, and it's as simple to have as 1-2-3!

- 1) Contact your authorized regional reseller or NOVAtime sales directly.
- 2) Choose from a variety of time clocks and data collection devices, including our new innovative push technology touch-screen terminals, biometric terminals, RFID / HID terminals, and phone-in.
- 3) You get our professional implementation team to configure the system and train your associates, and a world class customer support team to answer your questions.

Have your enterprise workforce management solution up and running in a very short period of time, and start focusing on growing your business!



NOVAtime SaaS – The Ultimate Hosted Solution for Time and Attendance / Workforce Management

Overview

Labor is one of the largest expenses an employer incurs, and it is controllable if the right automated workforce management tools are in place. Traditionally, a customer purchases a perpetual license and assumes responsibility for the software's implementation and ongoing management.

NOVAtime (SaaS) Software as a Service is a subscription-based hosted Time and Attendance / Workforce Management service. It represents a cost-effective alternative and presents significant advantages to customers.

All you need is a web browser! Customers gain access to NOVAtime SaaS through an Internet browser. No software needs to be installed on the users' computers, nor will they need to worry about upgrades of the software or backups of the data.

NOVAtime SaaS Software as a Service is simply easier, faster, and more cost-effective!

Customer Benefits

NOVAtime manages the ongoing performance tuning, system and application updates, security, and the stability of the NOVAtime SaaS. We continually offer the highest level of quality and service, which is built on the best possible hardware and software infrastructure to minimize the risk of service interruptions.

Your monthly fee is based on the number of employees, users, and add-on solutions required to run your business; which ultimately leads to significant cost savings when compared to a traditional on-premise software application.

Less IT Management - Dramatically reduces the up-front costs and ongoing management

- **Get excellent reliability and performance.**
- **Deployment is minimal and fast.**
- **No additional hardware required.**
- Avoid building and maintaining a redundant network and hardware infrastructure necessary to operate an on-premise software application.
- Avoid ongoing management of service, upgrades, backups, and support which include hardware and infrastructure.

Subscription-Based - A pricing model that makes sense.

- **Saves money** - No need to pay for excess capacity! Lower total cost of ownership and quicker time-to-value.
- **Supports pilot rollout** - The scalability of the NOVAtime SaaS enables you to test its functionality, reliability, and performance in limited deployments, and to expand your enterprise-level adoption incrementally.
- **Enjoy Enterprise-class reliability and performance** without buying a perpetual license, hardware, and ongoing IT maintenance.

Always Up to Date

- **Never worry about out-dated software** - Benefit from free and automatic software upgrades to ensure that your subscribed service has the latest features.
- Enjoy all the latest productivity benefits.
- Software Peace of Mind!

NOVAtime SaaS Software as a Service



Rich Enterprise Solution at a Hosted Price

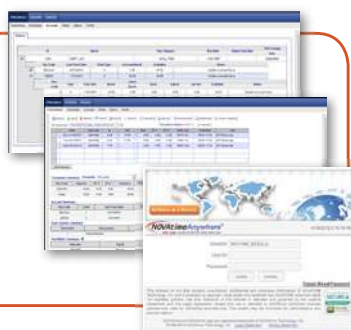
NOVAtime Has It All

- **Dashboard:** The NOVAtime dashboard offers a simple view into the data to highlight required actions and minimize the time spent navigating the system. Designed to offer supervisors and managers transparency and control of their workforce, it offers gadgets for employee attendance exception summary, time-off requests, daily punch head count, time clock heartbeat status, pay period timesheet approval status, just to name a few.
- **Report Generator:** With numerous easy to configure report templates, you can create hundreds of informative reports for your company. NOVAtime's powerful report generator allows you to sort on any data field for any time period, filter by employee, labor groups or pay types, and print or export any report to Excel and PDF.
- **Import Employees:** A powerful tool to eliminate hours of data entry. Optionally, NOVAtime offers a task scheduler to allow you to synchronize employees from your payroll/HR system automatically and nightly to eliminate double entry and maintenance of employees.
- **Batch Background Processes:** For posting of accrual benefit hours, holidays, auto pay for salary employees, just to name a few.
- **Payroll Interfaces:** Over 300 available payroll bridges including ADP®, Paychex®, Ceridian®, Paycomm®, Millennium®, and Quickbooks®.

And much more ...

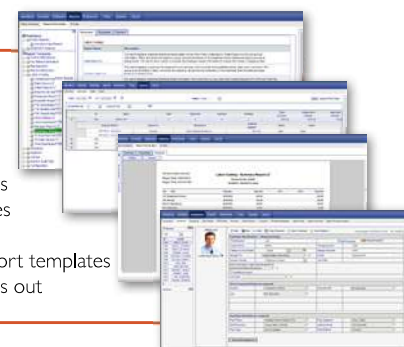
Employee Web Services (EWS)

- Punch or enter timesheet data
- View benefit accrual balances
- Check work schedules
- Request time off
- View timesheet history



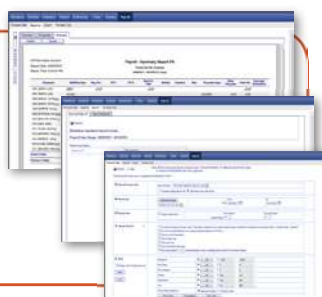
Supervisor Web Services (SWS)

- Create and assign work schedules
- Review, edit, and approve timesheets
- View timesheet history with exceptions
- View employee benefit accrual balances
- Add/update employees
- Dynamic report engine with many report templates
- In/Out Board to see who's in and who's out



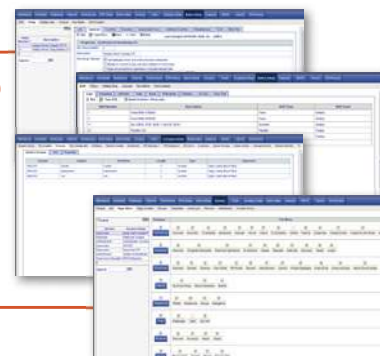
Payroll Administrator

- Review and approve timesheets for payroll
- Run payroll reports
- Process payroll with the ability to prepay employees based on their scheduled hours



Administrator Web Services (AWS)

- Setup and configure shifts, pay policies, and holidays
- Setup and deploy access rights for employees and supervisors
- Assign employees to supervisors
- Create security profiles



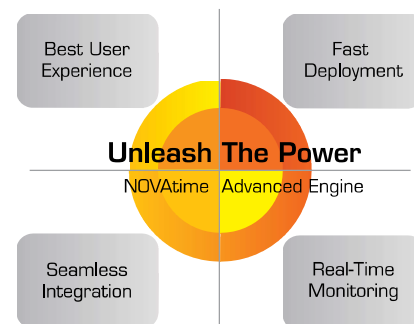
Wide Selection of Data Collection Devices



From Good to Great:

Unleash The Power

NOVAtime Advanced Engine



1. Unleash the power of Asynchronous JavaScript and XML (AJAX) for better user experience and interaction

- **Better Security:** No need to turn off pop-up blockers. There are no "pop-ups" in NOVAtime SaaS.
- **Better Performance:** No more web page refreshing with AJAX technology.
- **Better User Experience:** Enjoy real-time, easy to use screens for your daily operations.
- **Better Decision Making:** The dashboard monitors and delivers decision making insight using drag-and-drop technology for greater visual appeal. The Notification Engine offers automated email/text alerts to supervisors for "no-shows", pending PTO requests, unapproved timesheets reminders, offline clock alerts, plus many more...

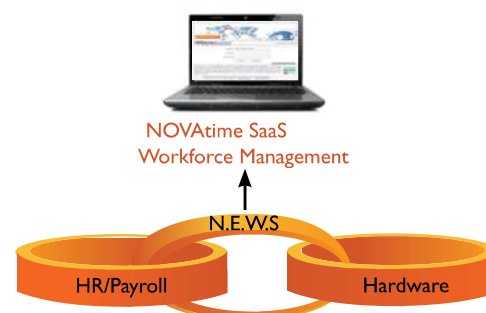


Supervisor Dashboard

2. Unleash the power of NOVAtime Enterprise Web Services (N.E.W.S.)

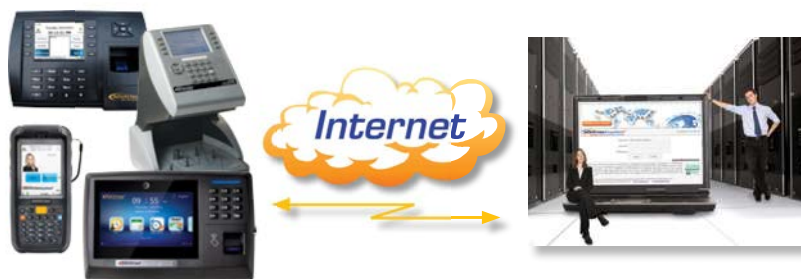
N.E.W.S. is NOVAtime's standard web service interface that transports XML messages using the SOAP standard.

- N.E.W.S. provides integration options into many software (HR/Payroll) packages and hardware devices.
- **Third-Party Interoperability:** Enables seamless integration into NOVAtime SaaS with any third party software package using standard-based (SOAP) XML messages.



3. Unleash the power of automatic real-time data processing

Push Technology: Data from a push clock device is either sent to a secure URL for NOVAtime SaaS or a client's back-end application for real-time data processing and monitoring.



Push Clock Benefits:

- **Eliminates data polling:** Real-time data transfer for immediate data processing. Also supports batch data processing.
- Automatic synchronization to the NOVAtime application.
- Simple connectivity without IT efforts in firewall/router reconfiguration.
- Off-line automation and wireless capability.

4. Unleash the power of a Load - Balanced Infrastructure

NOVAtime SaaS runs in a load-balanced configuration across all application layers. With a cluster of servers in each appropriate tier and with a hardware load balancer, we achieve high performance in every tier of our service—from delivering web pages to generating reports.

Security, Reliability, Performance, and Scalability

Access Anytime Anywhere

All you need is an INTERNET CONNECTION



Maximum Security

- NOVAtime partners with a tier-I leading provider of data center (as recognized by industry consultants) and colocation services to provide world-class security and support.
- All connections are secured with 256-bit SSL encryption to ensure data is protected.
- Layers of firewall and Intrusion Prevention System (IPS) are deployed to control access and protect our services from exploitation.
- All devices and systems are secured with the latest patches.
- Every data collection device is issued a unique access code and expiration date, which is used to authenticate with our service before data communication can be established.
- Randomized Image Authentication provides an extra level of security for user validation.

High Availability

- Our service is engineered with redundancy in all significant layers, from power to hardware components.
- We connect to multiple tier-I backbone providers and use Border Gateway Protocol (BGP) technology to achieve great uptime for Internet connectivity.
- Our service supports Business Continuity and Disaster Recovery requirements.
- Our service is architected to work flexibly on a **multi-tiered** model. It is designed with intelligence to keep all user session information intact, even when changing servers in another tier. This innovation allows NOVAtime SaaS to run in a **load-balanced configuration** in any tier. We have a cluster of servers in each appropriate tier, and with a hardware load balancer we achieve high performance and availability in every tier.

Data Center



SSAEI 6 Type II Certified

True Scalability

- NOVAtime SaaS is designed on a **multi-tenant architecture**; meaning customers share infrastructure and code base without separate stacks of hardware and software for each customer. It allows us to achieve fast deployment and true stability to help all customers grow.
- Our network provisioning allows us to burst all the way up to LAN speed to accommodate any increase in network traffic. Our multi-tier software architecture and cluster design allow us to add server capacity on-demand, at the precise tier, without interrupting service.
- We monitor comprehensively for utilization trending, from network bandwidth to system resources - our practice is to add capacity well before it is needed.



NOVAtime's corporate office is located in Southern California with distributors, dealers, and business partners worldwide.

NOVAtime continues to lead the Time and Attendance / Workforce Management industry with state of the art professional time tracking products utilizing the latest technologies. These solutions, when coupled with the peerless support extended by the NOVAtime reseller network, take NOVAtime to a new plateau unequaled in the marketplace.

NOVAtime SaaS (Software as a Service) offers a rich enterprise solution at a hosted price, and it is the perfect Time and Attendance / Workforce Management service for customers who are seeking enterprise-class reliability and performance, while wanting to reduce up-front licensing, hardware investment, and ongoing IT maintenance.

NOVAtime is pleased to introduce you to their complete line of workforce management solutions; one of which will satisfy all of your workforce management needs.

Feel the Power

*Ask NOVAtime how our solutions
are green and earth friendly*



Visit NOVAtime online: www.NOVAtime.com

Printed in USA
US42015

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Part Number: LIT-NOVASAAS

NOVAtime® Enterprise System Requirements

(Applies only to Customer Hosted version)

Notes:

- 1) A Two-Tiered architecture (Frontend and Backend) is sufficient for a single tenant deployment.
- 2) If fault-tolerance and/or load balancing is desired, at the Frontend tier, will need a load balancer and initial quantity of TWO servers.
- 3) If fault-tolerance and/or load balancing is desired at the SQL tier, increase the Quantity of SQL server to two or more. If SAN is available, the data can take advantage of the SAN too.
- 4) Novatime Frontend components can run on virtual servers, the key is to have the virtual server meeting the CPU and memory requirements below, and have 50G Bytes disk partition. However, Novatime recommends a dedicated, physical server for initial deployment, and then virtualize subsequent servers that are added to the cluster.

Function	Hardware ¹	Software OS ²	Software	Quantity (initial ⁵ for Production)	Configuration Remarks
Frontend – Web + Application	RAM: 4 Gigs Processor – 2x Quad Core Intel Xeon Hard Disks– 2x146G 15K 3.5" SAS	Windows 2008 R2 STD x64	Microsoft IIS 7.0 with SMTP component, or available SMTP relay NOVAtime 4000 services: Calculation, Report, Notification, Task Scheduler	One	RAID1 or one disk as cold spare with a ready-to-go image
Backend – Database server	RAM: 16 Gigs Processor – 2x Quad Core Intel Xeon	Windows 2008 R2 STD x64	Microsoft SQL 2008 R2 STD x64	One	System Partition: RAID1 (SAS 73G 15k rpm drives) Data Partition: recommended RAID5 with hot spare 500 GigaByte is plenty
Load Balancer (Optional)	CoyotePoint Equalizer E450GX OR Cisco CSS 11500 series	N/A		Two (see 1 in "Configuration Remarks" column)	1. Min. Active-Standby mode for fault-tolerance. 2. Support sticky/persistent web clusters 3. Support SSL termination

I have read the above System Requirements and by signing this agreement I am indicating that my Servers meet or will meet the requirements and that the terminal location(s) is/are ready or will be ready for the NOVAtime® installation. Any problems during the installation due to the PC's or terminal location not meeting the above requirements will be billed separate from the install.

Village of Downers Grove

Authorized Signature: _____

Title: _____

Please print name here: _____

Date: _____

Form **W-9**
 (Rev. January 2011)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Andrews Technology HMS, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
1213 Culbreth Dr. Suite 126

City, state, and ZIP code
Wilmington, NC 28405

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								

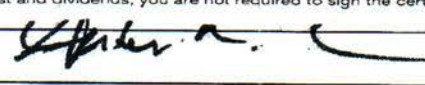
Employer identification number								
2	7	-	0	2	3	9	5	7

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).

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

Sign Here Signature of U.S. person ▶  Date ▶ **12/22/2016**

General Instructions

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

Purpose of Form

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

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

- 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.

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

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

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

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