

Spread Your Wings LLC



REQUEST FOR PROPOSAL

The enclosed **REQUEST FOR PROPOSAL (RFP)** and accompanying **Specifications** are for your convenience in submitting an offer for the enclosed referenced products and services:

Payroll/ Billing & Custom Scheduling Software

CLOSING DAY AND TIME : Sealed proposals will be received no later than:

**5:30 P.M. PST, December 31,
2020**

MARK ENVELOPE: "RFP Payroll/ Billing & Scheduling Software"

RETURN PROPOSAL TO:

newproposal@sywca.com

Spread Your Wings, LLC. appreciates your time and effort in preparing this proposal. Please note that all proposals must be received at the designated location by the above deadline. **Proposals received after the deadline will not be considered for the award of the contract, and will be considered void and unacceptable.**

Spread Your Wings, LLC. is very conscious and extremely appreciative of the time and effort you have expended to submit an offer.

SECTION II - INSTRUCTIONS TO RESPONDENTS

1. **PROPOSAL SUBMISSION ADDRESS and DEADLINE:**

Completed mailed proposals will be received in the HUMAN RESOURCES OFFICE, SPREAD YOUR WINGS, LLC., 214 WEST LOCKEFORD STREET SUITE 6, LODI, CA, 95240 until the bid submission deadline (December 31, 2020, 5:30 pm) as stated on the cover page. Respondents are to mail their responses to Spread Your Wings, LLC, Attn: Engineering Proposal.

All proposals are required to be signed by an authorized representative of the entity submitting the proposal. Proposals received unsigned will not be considered.

2. **TAXES:**

SYW is subject to Federal and State Sales Tax; therefore, tax must be included in the proposal price.

3. **DEMONSTRATIONS:**

Demonstrations or verifications of the Respondent's ability to provide these services, when required, must be furnished free of cost to SYW.

4. **ALTERING PROPOSALS:**

Proposals cannot be altered, amended or withdrawn by the Respondent (Vendor) after the bid submission deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the proposal, guaranteeing authenticity.

5. **PROPOSAL WITHDRAWAL OR REJECTION:**

SYW reserves the right to withdraw the request for proposal for any reason or to reject any or all proposals or parts of all or any specific proposal or proposals. SYW further reserves the right to accept part or all of any specific proposals or proposal, and to accept any proposal or proposals with or without trade-in.

6. **PROPOSALS RECEIVED LATE:**

Spread Your Wings, LLC. is not responsible for lateness or non-delivery of mail, carrier, etc. to SYW, and the time and date recorded in the Human Resources Office shall be the official time of receipt.

7. **INCORRECT INSTALLATION:**

Materials delivered or installed in error shall be removed or corrected at the successful Respondent's expense.

8. **PACKING, CRATING AND CARTAGE:**

The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in SYW's request. At SYW's option, all packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Respondent.

9. **DESTINATION CHARGES:**

The cost of all service and materials used in the original conversion/implementation of the project shall be included in the quote provided by SYW. Subsequent charges for labor, travel or upgrades shall be outlined in the proposal. This includes the delivery and shipping cost of equipment and materials to be installed. SYW does not accept C.O.D. or collect shipments.

10. **TITLE/RISK OF LOSS:**

The title and risk of loss of the equipment or materials shall not pass to SYW until SYW actually receives, takes possession, and accepts the finished installation.

11. **NEGOTIATIONS:**

SYW reserves the right to negotiate all elements which comprise the proposal and to accept or reject part or all of any proposal.

12. **DEVIATION FROM SPECIFICATIONS:**

Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the Respondent. They may or may not be considered by SYW.

13. **UNIT PRICES AND EXTENSIONS:**

If unit prices and their extensions do not coincide, SYW may accept the lesser amount.

14. **ASSIGNMENT:**

The successful Respondent's rights and duties awarded by the contract may not be assigned to another without written consent of SYW signed by SYW's authorized agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

15. **PROPOSAL AMBIGUITY:**

Any ambiguity in the proposal as a result of omission, error, lack of clarity or non-compliance by the Respondent with specifications, instructions and all conditions shall be construed in the favor of SYW.

16. **CHANGE ORDERS:**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of SYW.

17. **MODIFICATIONS AND AMENDMENTS:**

SYW shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the Purchase Order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on SYW unless it is in writing and signed by an authorized representative of SYW.

18. **LIENS:**

The successful Respondent agrees to and shall indemnify and save harmless SYW against any and all liens and encumbrances for all labor, goods and services which may be provided under SYW's request, by seller or seller's vendor(s). Should SYW requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to SYW.

19. **PATENT INDEMNITY:**

The successful Respondent hereby warrants that the use of the products and materials in this agreement will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials. The successful Respondent agrees to indemnify and hold harmless SYW for any and all costs, expenses, judgments and damages which SYW may have to pay or incur.

20. **GRATUITIES/BRIBES:**

SYW may, by written notice to the successful Respondent, cancel this contract without liability to the Respondent if it is determined by SYW that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Respondent, or its agent or representative to any SYW officer, employee or elected representative with respect to the performance of the contract.

21. **HIGH TECHNOLOGY PROPOSAL:**

This request for proposal (RFP) is classified as high technology under California State Purchasing Law. As such, proposals are not available for public inspection until after the contract award. If the proposal contains trade secrets and confidential information, then the proposal is not open to public review even after the proposal award, provided that the respondent has notified SYW, in writing, that the proposal contains trade secrets and confidential information. All confidential information in the proposal must be clearly indicated.

A. Although intended to be functional in nature, the requirements outlined in this request for proposal represents SYW's desired specifications and performance level. Respondents are invited to take exception to any of the specifications; however, these must be noted and supported with written documentation. When exceptions are taken, the Respondents are encouraged to offer alternative solutions and/or additional features in their proposals.

B. SYW invites proposals from any qualified Respondent to ensure the SYW the best available products and system.

22. **OPERATING MANUALS:**

If requested by SYW, the Respondent shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the product proposed.

23. **SPECIAL TOOLS:**

In the event that special tools are required to operate or maintain the equipment installed, the successful Respondent shall furnish these tools at no cost to SYW.

24. **GUARANTEES AND WARRANTIES:**

Each Respondent shall submit a complete breakdown of any warranties or guarantees provided by the manufacturer or Respondent with the quote submitted.

25. **EMPLOYEE TRAINING:**

The successful Respondent shall provide on-site (or classroom, if applicable) instruction to designated SYW employees as required to operate the equipment purchased. SYW will determine the appropriate amount and time of training needed.

26. **INQUIRIES FROM RESPONDENTS:**

Questions related to this RFP must be made in writing and directed to:

Tommy Marquez, IT Manger
Spread Your Wings, LLC.
tmarquez@sywca.com

27. **PURCHASE ORDER:**

A purchase order may be generated by SYW to the successful Respondent to initiate Payroll/Scheduling software conversion/implementation project. If so, the purchase order number must appear on all billing documents.

28. **COMPETITIVE SELECTION/EVALUATION FACTORS:**

The successful Respondent will be selected on a rational basis. Evaluation factors outlined below shall be applied to all eligible, responsive Respondents in comparing proposals and selecting the successful Respondent. Award of a contract may be made without discussion with Respondents after responses are received. Proposals should, therefore, be submitted on the most favorable terms. SYW reserves the right to void the purchase order if the successful Respondent has not performed within the date specified by the Respondent's response.

29. **PROPOSAL EVALUATION FACTORS:**

Proposal evaluation factors include:

- A. 40% Features, operating speed, quality of construction, warranty, compatibility, flexibility, and durability of the proposed product, including responsiveness to the attached questionnaire, completeness and thoroughness of the software and supporting technology.
- B. 20% Demonstrated Respondent's experience and technical support, including repair staff, with the type of Payroll/Scheduling software and peripherals offered.
- C. 20% Total evaluated cost.
- D. 10% Proposed product recommendations from third parties. (References)
- E. 10% Meeting SYW's required deadline to go live with the project.

30. **REVIEW COMMITTEE:**

A response to this RFP will be reviewed and evaluated by SYW staff from the following departments:

- Finance/Payroll
- Human Resources
- Information Technology
- Purchasing

31. **NEGOTIATIONS:**

SYW reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned.

****** SYW reserves the right to accept all or part of any proposal, to reject any or all proposals, and to re-solicit for proposals. ******

32. **RELEASE OF INFORMATION:**

Only the name of the Respondents responding to this proposal shall be released after the proposal deadline. Other information submitted by the Respondent shall not be released by SYW during the proposal evaluation process or prior to contract award.

33. **PAYMENT:**

Payment to the successful Respondent will be as a lump sum payment after satisfactory installation, as determined by the SYW, and receipt of invoice or other billing instrument used by the successful bidder.

34. **MAINTENANCE AGREEMENT:**

Should SYW accept the Respondent's maintenance offer, an agreement will be negotiated at that time.

35. **BRANDS or MANUFACTURER's REFERENCE:**

Spread Your Wings, LLC. has determined that the manufacturer's brand, if any, listed in the specifications meets these specifications. This manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality SYW desires to purchase. Quotes for similar manufactured equipment of like quality will be considered if the proposal is fully noted with the manufacturer's brand name and model. SYW reserves the right to determine products of equal value. Respondents will not be allowed to make unauthorized substitutions after award is made.

36. **COMPLETION TIME AND DATE:**

The proposal must show the number of days required to convert existing data, train employees and go live with the software at SYW's designated locations under normal conditions.

37. **RESPONSE INSTRUCTIONS:**

SYW requests one (1) original and three (3) copies of your proposal. Your proposal may be mailed or hand delivered to the address list on cover page of this Request for Proposal. Proposals will not be accepted or considered if delivered via email.

38. **FIRM QUOTES:**

All proposals must include a statement that they are valid for a minimum period of one hundred eighty (60) days from the RFP closing date.

39. **DURATION OF CONTRACT:**

The successful Respondent will be awarded a twelve (12) month contract effective the date of award. All pricing must not increase throughout this twelve (12) month period. At SYW's option, the contract may be renewed for up to four (4) additional twelve (12) month periods. The service purchased under this agreement may be subject to price increase at the time of each annual renewal based on the current Employment Cost Index for your industry category as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any adjustment in pricing must be presented to SYW at least 60 days before the expiration of the current agreement.

40. **TERMINATION OF AGREEMENT:**

SYW may terminate the contract by giving the Respondent written notice. Upon delivery of such notice by the SYW to the Respondent, the Respondent shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Respondent shall submit a statement, showing in detail the goods satisfactorily delivered and accepted by SYW under this agreement to the date of termination. Any data stored off-site with the Respondent shall be returned in the most efficient means possible for SYW. SYW shall then pay the Respondent that portion of the prescribed charges.



**BONDS
&
INSURANCE**

BONDS:

- ❖ No bonds are required for this proposal.

INSURANCE:

- ❖ The successful bidder shall meet the minimum California State Financial Responsibility Act requirements for the operation of vehicle(s) used in the delivery of the item(s) purchased by SYW. Specific requirements are outlined on Attachment II.

INDEMNITY:

- ❖ Respondent agrees to defend, indemnify and hold SYW, its employees, officers, and elected representatives, whole and harmless against any and all claims for damages, costs and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Respondent, or any agent, servant or employee of Respondent in the execution of performance of this contract, without regard to whether such persons are under the direction of SYW agents or employees.

SECTION III - PROPOSAL FORMAT

REQUIRED SECTIONS

1. **COVER LETTER:**

This section should contain: The name and address of the proposing firm and the names and telephone numbers of the individuals authorized to answer technical, price, and/or contract questions. The cover letter must also be signed by an officer authorized to bind the company.

Describe, in this letter, the technical experience level and certifications earned by the staff that will be providing SYW's Payroll custom scheduling software conversion/implementation engineering solution.

2. **SUMMARY:**

Include a summary which gives in brief, concise terms, and overview of your proposal.

3. **FIRM BACKGROUND, PRINCIPAL OFFICERS, and PRIOR EXPERIENCE:**

This section should state:

- The full name and address of the respondents' organization and identify the parent company if the respondent is a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing this work. Indicate whether the respondent operates as a corporation, partnership, or individual. Include the State in which the respondent is incorporated and/or licensed to operate, the date of incorporation or licensing.
- Provide a listing of the principal officers of the company to include name, title, and length of experience with the respondent organization. Provide prior year financial statements, if available. Provide the same information for an entity which will participate in this project through a joint venture or subcontract arrangement.
- *This section should also:*
Describe the proposed project organization and the position that the project personnel will occupy within the organization. It should identify project personnel by name and provide a detailed resume outlining his/her appropriate experience on other similar projects. The respondent must supply resumes for all staff to be assigned to the project. SYW reserves the right to terminate the contract due to the removal of any key project staff which SYW believes would negatively impact the successful completion of the project.

4. **REFERENCES:**

This section shall be used by the respondent to list a minimum of two (2) references using the equipment proposed. The respondent should include the following minimum information for each reference (“Attachment I” may be used for this purpose):

- Name of the company;
- Contact individual & telephone number;
- Major differences between the service provided the reference and the service proposed to Spread Your Wings, LLC.; and
- Length of time your firm has provided service to the reference.

5. **OPERATIONAL SITE REFERENCES:**

This section shall be used by the respondent to list a minimum of 1 reference sites. At least one (1) of the reference sites should be a site at which the respondent has provided software and related support services and is currently operational. The respondent should include the following minimum information for each reference:

- Using Agency
- Contact Individual
- System Description
- Major differences between operational system and proposed system
- Date of System installation

Spread Your Wings, LLC. may, at its option, visit operating sites to observe the software and systems in day to day use.

5. **CONCLUDING REMARKS:**

This section shall contain any Respondent elaboration regarding software philosophy, hardware architecture, or other items of information which the Respondent feels important to a clear understanding of the proposed system and services and/or the Respondent's capabilities.

6. **WARRANTIES AND BUYER'S REMEDIES:**

The Respondent shall provide specific descriptions of the warranties and of the remedies available to SYW and the circumstances under which the warranties and remedies shall be available.

7. **TESTING AND ACCEPTANCE:**

The Respondent shall outline intended testing procedures (addressing SYW participation) and terms for acceptance.

8. COST PROPOSAL:

The cost proposal will be laid out in distinct and separate sections. If Respondent offers alternatives to purchasing the software, i.e. outsourcing, please lay out the cost proposal for each option.

- A. The cost of the software products proposed.
- B. Hourly Rates for Labor during normal working hours and rates for services rendered week-ends and after-hours.
- C. Travel time charges (if any) and travel mileage rate.
- D. Any Hardware Costs, if applicable.
- E. Approximate Training Time.
- G. Annual Support and Maintenance costs.
- H. Time Frame for Implementation.
- I. As examples of pricing, give estimates of cost involved for items A - D for the following projects:
 - Installing hardware, if applicable.
 - Installing software, ensuring compatibility with all relevant systems.
 - Converting existing data.
 - Training personnel to run systems.
 - Completing successful “dry-run” of systems.
 - “Going live” with systems.

SECTION IV - SPECIFICATIONS

Unless otherwise stated, all specifications listed are minimum requirements.

BACKGROUND:

Spread Your Wings, LLC. is currently seeking proposals for Payroll/Billing and custom scheduling software services. Spread Your Wings, LLC. is a supported living services to persons with developmental disabilities. Services include: assistance with locating and maintaining housing; 24/7 emergency behavioral health services response support with daily living activities (e.g., meal prep, recreation, etc.); assistance with locating and scheduling medical services; support with identifying and using community resources; management of personal finances; and recruiting, hiring, and supervising direct care staff.

When we began this process, we asked ourselves:

What does Spread Your Wings, LLC. want to accomplish with the Payroll/Scheduling software?



SYW wants to provide efficient and effective services with the Payroll/Scheduling software, making the best use of staff's time. SYW wishes to print requested reports, make time-sensitive changes, manipulate employee data as effortlessly as possible, track employees' time, and allow managers and employees to use the software for self-service. An effective Payroll/Scheduling software will free personnel from task-oriented, manual efforts, and provide time to proactively support employees and managers as they perform their duties.

Where does Spread Your Wings, LLC. see technology going in this area?



From what's been examined on the internet, in news and magazine articles, and "word of mouth," technology is changing almost daily with the objective being faster and smoother in less time and with less effort, and SYW wishes to be a part of the revolution in technology.

What can Spread Your Wings, LLC. afford to have? What can SYW afford NOT to have?



SYW understands that the services will not be free, but in this era of "more for less" SYW MUST make better use of existing and future technological advances.

Please complete the request for proposal:

Answer each element in as much detail as necessary to deepen our understanding of the services provided. To eliminate misunderstandings, use complete sentences and avoid “understood” subjects and objects.

I. General Requirements	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
The software provides for 300 + concurrent users.	
Respondent is a stable company/ or business entity with 8-10 years experience	
Software provides automated transaction processing based on effective date and user rules.	
Software provides rules-based system logic.	
Software provides real-time paycheck generation for manual checks.	
Software will support document scanning and archiving.	
The software workflow design will be event-triggered or date specific, or rules based.	
II. Software Vendor Information	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
Provide vendor contact (Name, title, address, phone, tax, email address).	
Provide the company website.	
Provide a Revenue/Income statement.	
Employees (# US, # region, #California)	
Who are your target customers?	
List your municipal and government customers. (List agency, contact person, phone #, email)	
Provide other company highlights. (Awards, highlights, outstanding accomplishments, etc.)	
III. Security and Back-Up	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
The software will provide flexible user-defined security down to the field level, or at a minimum to the module and screen level.	
The software will have 10 year data retention. (Keep 5 years current on system), and 5-year retention of System Rules history showing the rules applicable at the time a particular payroll was run and logic behind them for audit purposes.	
The software will provide real time updating of data using a dashboard module with audit trail (user maintained documentation) without being locked out if other transactions are occurring (i.e. payroll	
Software will provide validation edits for required input fields.	
Software will provide user-definable archive/purge capabilities.	

IV. Technology	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
Provide information regarding your software's recommended or required platform: SYW is currently SaaS.	
Provide information regarding your Internet Browser interface.	
Is your system an "open architecture?" Discuss:	
Solution must be SaaS. And have a document sharing capability.	
Software will provide Windows-format context will be Chrome browser.	
Discuss remote access strategy which applies business and security rules to users.	
Software will provide real-time processing and reporting as well as batch (flexibility to have either process as requested by user).	
Software system will provide SYW staff the ability for security administrators to see attempted breaches of security via report or online alert to console operator.	
The software will be Microsoft SQL Compliant	
The vendor will offer turnkey Installation – software will be furnished and supported.	
Software will feature "drill down" in all modules. SYW would prefer directly from the application rather than through 3 rd party.	
System and software will allow download and import capabilities to (existing) other modules, or systems.	
VI. Modules to Include: <i>(Need to be fully integrated)</i>	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
Payroll	
Software will have many reports built into system and provide for additional easy report writing.	
Reports will include: EEO, Affirmative Action, Worker's Comp, Employee Development, Training Administration, Position Control, Leave and Vacation Tracking etc.	
Software will include a Compensation module.	
Software will be set for payroll run on bi-weekly basis.	
Modules will include Benefits Administration. (Cobra, Retirement, others)	
Modules will include Off time accruals.	
Modules will include a Report Writer (preferably one built into the system)	
Software system will allow SYW staff the ability to run a trial payroll by individual, group, or entire employee base.	

VI. Modules to Include (continued) <i>(Need to be fully integrated)</i>	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
Payroll	
Software system will provide SYW staff the ability to run an employee inquiry search by alpha-numeric character, SSN, ID number, location, division, department, etc.	
Software system will allow SYW staff the ability to run deduction ceilings based on dollar amount, maximum limit, fixed percentages, or effective dating with user-defined rules per employee.	
Software will support flexible wage calculations including shift differentials, upgrade pay, step-up pay, etc.	
Software will support multiple overtime rules; this, in addition to the standard overtime rule of hours worked more than 40 in a week are eligible for overtime.	
Software system will allow the ability to deduct and send child support and/or other payroll deduction information to the appropriate agency.	
Software system will provide for retirement plan calculations including 457(b) and 401(a) plans, by effective dates, percent of participation by location, special deferral before retirement, including minimum and maximum amounts, and maximum participation.	
Software system will allow SYW staff the ability to have deductions or pay increases automatically applied based on starting and ending dates rather than pay period.	
Software system will allow SYW staff the ability to handle base units, i.e. for each hour worked; get a simultaneously supporting incremental amount added to base pay.	
Software system will allow SYW staff the ability to handle standard Employee and SYW paid deductions with ceilings on retirement plans, catch-up contributions, Section 125, and other areas.	
Software system will have the capability to track special executive benefits, auto allowance, etc.	
Software will allow pre or post-tax wage earnings or deductions.	
Software system will allow SYW staff automatic pay processing for selected employees of earning types.	
Software system will allow ACH deductions for a minimum of ten accounts.	
Software will be flexible enough to allow overrides on scheduled deductions, taxes, earnings, at employee or pay group levels.	

VII. Scheduling Management	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
Enable program managers to generate multiple varied reports easily within the system, and provide the ability to easily create custom reports using description fields and	
Software will maintain data on employee status, such as re-hire, new hire, and whether position is a replacement, newly created position, and indicate if position was created by organizational change	
System will provide position control, position requisition tracking and job code tracking.	
System will provide applicant tracking; track applicants by requisition number, print batch reject letters, sort by education/skills, etc.	
System will provide Organizational Charting by department, division and company.	
System will maintain employee education background, education level completed, schools attended, degrees received, certification, etc.	
System will record CPR, CPI, and driver's history; test dates, results, dates of suspension, return to work, date of termination, etc., with secured access.	
System will support a merit increase program based on category of performance rating.	
System will set up different non-productive time algorithms and provide the ability to track accrual, usage, and balance of leave allotments.	
System will provide FMLA leave eligibility and use tracking with related reporting; will have the ability to track intermittent leave as well as blocks of time.	
System will provide SYW staff the ability to flag employees by leave type (i.e. unpaid time off, or FMLA eligibility) for reporting and audit.	
System will track active POS active vs billable & unbillable hours.	
Qsp medication management, home visits, SIR Reports, 30 day review quarterly and annually (HR Department)	
System will have mobile interface for clock in/out	
System will provide EEO/AA information, planning, tracking and reporting and HIPPA Compliance.	
VIII. Compensation	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
System will provide salary planning tool capable of running scenarios for budget forecasting.	
System will provide salary analysis and provide the ability to review salaried employees by projected hours for salary survey.	
System will provide salary analysis and provide the ability to review salaried employees by projected hours for salary survey.	

VIII. Compensation (continued):	Response: (Provide information or affirmative or negative and optionally discuss.)
System will provide salary analysis and provide the ability to review salaried employees by projected hours for salary survey.	
System will provide compensation structure support and report salaries by position, grade, and quartiles for each employee.	
System will support a merit increase program based on category of performance rating.	
System will provide SYW staff the ability to enter multiple increases on a date with different reasons coded and maintain history.	
System will provide SYW staff the ability to track changes in job code and title, identify reasons for merit and promotional pay increases, identify demotions due to economic adjustments (salary reductions), and voluntary personnel requests for lower grade/step job classifications.	
IX. Systems Administration	Response: (Provide information or affirmative or negative and optionally discuss.)
<p>System will support the following benefits:</p> <ol style="list-style-type: none"> 1. Basic Life 2. Accidental Death and Dismemberment 3. Paid Time Off (including vacation, sick, jury, bereavement, and military). 4. Flexible Spending Account (FSA) – health and dependent care. 5. Medical Plan 6. Dental Plan 7. Cobra Administration 8. HIPPA Administration (Cert of Coverage) 9. Retirement Plans (457b and 401a) 10. Vision Plan 11. Voluntary Life Insurance 12. Voluntary AD&D Insurance 13. Short Term Disability 14. Long Term Disability 15. Dependent Group Life Insurance 16. Tuition Reimbursement 	
System will provide user-defined rules tables to establish plan parameters, eligible plan and particular rules.	
System will provide flexible reporting on all aspects of employee benefits and status; retirement, disabled employee benefits, length of benefit/time used, reason, return to work dates, cause for separation, etc.	

IX. Systems Administration (continued):	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
System will provide employee leave tracking, reporting by leave type (vacation, sick, jury duty, FMLA, Military leave, bereavement, etc.)	
System will provide ability to produce a monthly letter to each employee (system-generated) showing previous leave balance, time accrued, time used and new balance for vacation and sick leave or other balances.	
System will provide SYW staff the ability to generate benefits statements.	
System will provide worker's compensation tracking.	
System will provide SYW staff the ability to track dependents and dependent coverage eligibility.	
System will provide SYW staff the tools to facilitate bill reconciliation with the insurance carriers.	
System will provide SYW staff the ability to electronically report eligibility to third party administrators and carriers.	
System will allow SYW staff the ability to track and administer COBRA.	
X. Self-Service Module	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
The system will allow employees and managers to access certain information without approval from Human Resources.	
The system will allow managers to run departmental reports.	
The system will allow employees to change their address, tax withholding, direct deposit, and other demographic information.	
The system will allow employees to model their paycheck based on changing tax status, salary, benefits, etc.	
The Self Service Module will be integrated into the HR/Payroll software (same log-in, different security)	
The module will allow employees to access their W-2 information online.	

XI. Timekeeping	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
The system will be user-friendly and allow employees to easily track their work-time and off-time, and allow managers to approve their timesheets easily.	
The system will be web-based and fully integrated into the HR/Payroll software. (same log-in, different security)	
The system will be highly adaptable – support web clocking and time clocks, support different time off accruals, etc.	
The system will have reporting capabilities that can be exported into Excel – for example, managers should be able to run reports showing when their employees are scheduled off for a given month.	
The system will be able to support a multitude of flexible schedules and easily allow modifications to employee schedules.	
The system will allow employees to track time by duration, by exception, and by actual time in/out.	
The system will allow several levels of supervisors to access employee timesheets: (example – Supervisor, Manager and Director)	
XII. Report Writer	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
The report writer will be a user intuitive tool with import/export capabilities to Excel or Word documents.	
The report writer will use description fields and allow previews of reports.	
The writer will allow SYW staff the ability to run reports either online or batch mode. Staff will be able to schedule batch reports based on date and time parameters.	
The report writer should be fully integrated into the HR/Payroll system.	
The report writer needs to accommodate varying skill levels of end-users.	
The writer will have a large number of standard reports (which are customizable) within the built-in report writer.	
The writer will have “ad-hoc” query capabilities by field, such as department, employee status, EEO code, or workman’s compensation code.	
The writer will allow for custom written report templates to be shared among users.	

XI. Implementation Vendor	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
The vendor will assign experienced Project Management and consultants to the client.	
Transfer of knowledge to client throughout the process is a basic tenet (and requirement) of the vendor.	
Vendor must be able to tailor methodology to meet client's audit requirements.	
Vendor will provide knowledge transfer on an ongoing basis.	
Vendor will be experienced with doing integration to legacy systems.	
Vendor will provide in-house training support.	
XII. Miscellaneous	Response: <i>(Provide information or affirmative or negative and optionally discuss.)</i>
Will Vendor provide a dedicated service representative to SYW?	
What is the service call response? SYW requires a response time of five (5) hours.	
In reference to upgrades, improvements, etc., what can we expect in the next year?	
In reference to upgrades, improvements, etc. what can we expect in the next 1-2 years?	
How many hours of training are needed to implement HR?	

SECTION V - AUTHORITY TO QUOTE

PRICING INFORMATION:

“I agree to meet the stated minimum requirements as set forth in these specifications and any documents attached for the total price listed.”

- **If you have multiple service options available, please outline and price each option.**
 - Materials (software, hardware, peripherals, etc.)

- **Please attach itemized price list and Identify any payment options, if any:**

Approximate number of hours of training needed: _____

Labor per Hour:

8:00 am to 5:00 pm Monday thru Friday: _____

Evenings, Nights & Weekends: _____

Mileage Costs: _____

Travel Time Cost: _____

Installation, Implementation and Training Costs: _____

Annual Support and Maintenance Costs: _____

Other Relevant Expenses: _____

Estimated Time Frame for Implementation: _____

Respondent/Company Name:

Authorized Representative:

Signed:

Title: _____

Please provide the following:

Address: _____

City, State & Zip: _____

Telephone: _____

Fax Number: _____

Est. Response Time After Receipt of Order: _____

Date: _____

Warranty, if applicable: *(Please describe):*

ATTACHMENT I

REFERENCE:

Company Name:

Address:

Contact Person:

Telephone Number: ()

Products/services Purchased by Reference:

Differences in Reference (product/service) and that Proposed to SYW:

Date Purchased: _____

REFERENCE:

Company Name:

Address:

Contact Person:

Telephone Number: ()

Products/services Purchased by Reference:

Differences in Reference (product/service) and that Proposed to SYW:

Date Purchased: _____

ATTACHMENT II

INSURANCE

SECTION A:

Prior to the approval of this contract by SYW, the successful Respondent shall furnish a completed Insurance Certificate to SYW, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. SYW SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO SYW.

INSURANCE COVERAGE REQUIRED

SECTION B:

SYW reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by SYW based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Respondent.

SECTION C.

Subject to the Respondent's right to maintain reasonable deductibles in such amounts as are approved by SYW, the Respondent shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the successful Respondent's sole expense, insurance coverage written by companies approved by the State of California and acceptable to SYW, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
❖ Worker's Compensation	Statutory
Employers Liability	\$100,000/500,000/100,000
NOTE:	<i>For building or construction projects, the successful Respondent shall meet the minimum requirements defined in the California Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.</i>
❖ Commercial General (public) Liability insurance including coverage for:	Combined single limit for bodily Injury and property damage of \$500,000 per occurrence or its equivalent.
3. Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for:	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
▪ Owned/leased vehicles	
▪ Non-owned vehicles	
▪ Hired vehicles	

ADDITIONAL POLICY ENDORSEMENTS

SYW shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by SYW, the Respondent shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The successful Respondent agrees that with respect to the above required (Comprehensive General Liability and Comprehensive Automobile Liability insurance) insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- ❖ Name SYW and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- ❖ Provide for 30 days notice to the SYW for cancellation, non-renewal, or material change; 10 days notice for workers' compensation coverage.
- ❖ All copies of the certificates of insurance shall reference the project name or bid number for which the insurance is being supplied.
- ❖ The Respondent agrees to waive subrogation against SYW, its officers, employees, and elected representatives for injuries, including death, property damage, or any loss to the extent same may be covered by the proceeds of insurance;
- ❖ Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- ❖ Provide for notice to SYW at the two addresses shown below by registered mail;
- ❖ For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period.

NOTICES

The Respondent shall notify SYW in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to SYW at the following two addresses:

Nathaniel Ramirez
Spread Your Wings, LLC.
214 West Lockeford Street
Suite 6, Lodi, CA, 95240

Christina Hidalgo
Spread Your Wings, LLC.
570 Blossom Hill Rd. San
Jose, CA 95123

SECTION D.

Approval, disapproval, or failure to act by SYW regarding any insurance supplied by the Respondent shall not relieve the Respondent of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Respondent from liability.

Addendum

General Information

SYW's evaluation/implementation team will consist of employees from the Human Resources, Payroll, Information Technology and Purchasing departments. We anticipate that there will be approximately three (3) users of the payroll system, five (5) users of the benefits area, and six (6) users of the HR system.

SYW's federal identification number is 81-3411411. Since we are a municipality, we report taxes for one State (California) and one locality. Our fiscal year runs from January 1st through December 31st of each year. SYW currently runs twenty-six (26) pay periods. Between 150 - 250 checks are processed bi-weekly (this number will grow to 950 - 1000 next year), and approximately 800 - 1200 W-2 forms are generated each year.

SYW has leave policies for Paid Time Off, vacation, and sick time, which should be calculated automatically when an employee begins or terminates employment. Paid Time Off is allowed to be taken prior to being earned, while vacation and sick time must be earned before being taken. The current system also reduces vacation and sick time automatically from the regular hours.

SYW allows direct deposit options for 1) net checking; 2) partial checking; 3) net savings; and 4) partial savings. SYW runs bi-weekly time and attendance, 941 report, and ACH to banks. SYW runs monthly check reconciliation, Flex Plan, and Work Force survey information. SYW runs quarterly reports for California Workforce Commission (TWC), Internal Revenue Service (IRS) as well as the C3 report.