



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

April 28, 2017

VIA EMAIL: [jamie@andrewstechnology.net](mailto:jamie@andrewstechnology.net)

Andrews Technology (Novatime)  
Attn: Mr. Jamie Blundell, Vice President of Sales  
1213 Culbreth Drive, Suite 126  
Wilmington, NC 28405

RE: Notice of Award, RFP No. 2017-166, Time & Attendance System

Dear Mr. Blundell:

The Stuart Acting City Manager awarded 2017-166, Time & Attendance System, to your firm on April 28, 2017. Please consider this your formal notice of award.

The contract period will be for a five year term, effective May 1, 2017 through April 30, 2018 for the first year total of \$36,137.00, and consecutive years at a total of \$14,245.00 annually. Attached are the fully Executed Contract and Purchase Order for this project.

All contact information are as follows:

Coordination of Services and Project Manager  
Holly Vath, Assistant Finance Director, Phone #772-220-3933 or email; [HVath@ci.stuart.fl.us](mailto:HVath@ci.stuart.fl.us)

Technical services  
Kevin Edwards, Information Services Director, [kedwards@ci.stuart.fl.us](mailto:kedwards@ci.stuart.fl.us).

Invoices/Billing  
City of Stuart, Attn: Accounts Payable, 121 S.W. Flagler Avenue, Stuart, FL 34994.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) or call me at (772) 288-5320.

Sincerely yours,

Lenora Darden  
Procurement Manager

c: City Staff  
RFP 2017-166 Official File



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## MEMORANDUM

To: Sam Amerson, Acting City Manager  
From: Lenora Darden, Procurement Manager  
Date: April 28, 2017  
Subject: Award of RFP #2017-166: Time and Attendance System

Attached are: a) List of proposers submitted b) the selection committee scoring and ranking c) contract signed by Andrews Technology (Novatime). In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject project was legally advertised in the Stuart News on January 3, 2017. The Procurement Office sent complete proposal packages to two (2) suggested vendors. This solicitation was disseminated by DemandStar on-line, who notified Sixty (60) interested vendors. Out of twenty-four (24) planholders, one (1) non-responsive (Breitenbach US Software Engineering, Inc.) and four (4) responsive proposals were received by 2:30 pm on the RFP opening date, February 1, 2017.

On February 28, 2017, a five (5) member selection committee evaluated the proposals individually based on the following criteria: the firms' qualifications, experience, and knowledge; past projects of similar nature/references; operational plan; compliance to functionality of Matrix; and pricing proposed. The Selection Committee requested presentations from the three top ranked firms. However, the scores showed a wide gap, and therefore the committee collectively agreed to request presentations from the two top ranked firms Andrews Technology and Tyler Technologies.

A letter was distributed to the two firms on March 6, 2017, requesting presentations on March 17, 2017. However, due to scheduling constraints by Tyler Technology, the presentations were rescheduled to March 27, 2017; for a 90 minute presentation to include a webinar or visual demonstration of your proposed system with intermittent question and answers throughout the presentation. Following the presentations, the selection committee ranked Andrews Technology as the top ranked firm and requested recommendation of award as negotiations was not necessary.

Please review the attached documentation and signify by signature below your determination of award, request for further information or recommended rejection of all proposals.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us).

Award of RFP #2017-166: Time and Attendance System for a five year term, effective May 1, 2017 through April 30, 2022, to the top ranked firm: Andrews Technology (Novatime) of Boynton Beach, FL with principal address in Wilmington, NC, at the first year total of \$36,137.00, and consecutive years at \$14,245.00 annually.

Further information is required

Recommend all proposals be rejected

  
Sam Amerson, Acting City Manager

4/28/17  
Date

**ANDREWS TECHNOLOGY**  
**NOVATIME TIME & ATTENDANCE PROJECT**  
**Master Agreement/Statement of Work**

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**Andrews Technology - Overall Statement of Responsibility**

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

- Contract Term: 5 Years (May 1, 2017 – April 30, 2022)
- Delivery of System as described on the Andrews Technology Novatime Order Form
- Installation of Novatime Web Based Software on Novatime Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of SunGard Finance Plus Interface
- 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 C")
  - Includes all software licenses as shown on the Andrews Technology Purchase Order Form.

## **Andrews Technology** **Master Customer Agreement**

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This Master Customer Agreement (called the "Agreement") and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to City of Stuart.

### **Definitions**

**Transaction Document** is any document including, but not limited to the: "Master Customer Agreement"; "Statement of Work"; "Project Plan"; "Payment Schedule" and "Maintenance Agreement" that requires execution to be effective.

**Change Order** is a document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.

**Discovery** is a process performed to define a Statement of Work.

**Deliverable** is any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).

**Materials** are work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term "Materials" does not include Program Products, but does include modifications of a Program Product.

**Product** is a machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term "Product" includes the documentation required to install, support, use, and maintain the product.

**Program Product** is a commercially available software product and the documentation required to install, support, use, and maintain it. City of Stuart is the licensee (Andrews Technology is not the licensee.).

**Services** are technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.

**Statement of Work** is a detailed list of tasks to be performed during the implementation of a project.

**Changes to the Master Agreement, Project Plan or Statement of Work:** Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other terms.

### **Our Relationship**

**Mutual Responsibilities:** Each of us agrees that under this Agreement:

- All information exchanged is confidential. Each will agree not to disclose any information shared with outside organizations.
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
- Neither of us will bring a legal action against the other more than two years after the cause of action arose.

**Your other responsibilities:** You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations; and
- To not disclose the terms of this Agreement without our prior written consent.

### **Personnel**

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

### **Ownership and Proprietary Rights**

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall NOT have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

### **Compliance with Laws**

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards.

### **Prices, Payment, and Taxes**

You will pay to Andrews Technology the price reflected in City of Stuart Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to the City of Stuart.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of \$225/hour including travel. Our payment terms are – Due upon receipt of invoice.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us "rework" charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

A service charge of 1½% per month will be added to all past due balances.

**Termination**

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

**Electronic Communications**

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

**Governing Law**

The laws of the State of Florida govern this Agreement. Any legal action brought under this agreement shall be brought only in the State of Florida.

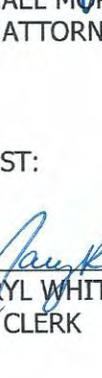
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Signatures are on following page**

**Agreed to: City of Stuart**

**Agreed to: Andrews Technology**

By:   
Authorized signature

By:   
Authorized signature

PAUL NICOLETTI  
Name (type or print):

Jamie Blundell  
Name (type or print):

CITY MANAGER  
Title

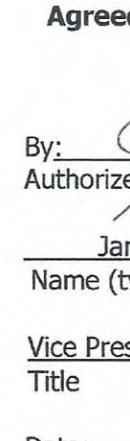
Vice President  
Title

Date: 4/28/17

Date: 4/25/17

**CITY OF STUART, FLORIDA**

APPROVED AS TO FORM  
AND CORRECTNESS:

  
MICHAEL MORTELL  
CITY ATTORNEY

ATTEST:

  
for CHERYL WHITE  
CITY CLERK

## **STATEMENT OF WORK**

### **ANDREWS TECHNOLOGY – DELIVERABLES**

As per the electronically attached "Order Form – 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 on Novatime Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of SunGard Finance Plus 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 (TBD)
- 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 C")

- 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 City of Stuart.
- 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.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- 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. (If Applicable)
- 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:**

City of Stuart 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 (If Applicable)**

City of Stuart 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 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). City of Stuart 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)

**Hardware Trainer:** Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected biometric terminals.

**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 City of Stuart 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 SUNGARD FINANCE PLUS interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The SUNGARD FINANCE PLUS interface is an existing Novatime interface. The SUNGARD FINANCE PLUS 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 biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

#### **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: City of Stuart

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Project Manager

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Stuart

Date: \_\_\_\_\_  
Andrews Technology

### **Hardware Phase Sign-Off (TBD)**

Agreed to: City of Stuart

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Project Manager

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Stuart

Date: \_\_\_\_\_  
Andrews Technology

### **Go Live Phase Sign-Off**

Agreed to: City of Stuart

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Project Manager

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Stuart

Date: \_\_\_\_\_  
Andrews Technology



Andrews Technology HMS, Inc.

1213 Culbreth Drive

Wilmington, NC 28405

[sales@andrewstechnology.net](mailto:sales@andrewstechnology.net)

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



**Exhibit A - VENDOR HOSTED ORDER FORM**

<b>Invoice To:</b>	City of Stuart	<b>Hosted By:</b>	<b>Vendor</b>
<b>Ship To:</b>	TBD	<b>Terms:</b>	5 Year Term
<b>Account Executive:</b>	Jamie Blundell		70% Upon Execution 20% 45 Days After Execution 10% 90 Days Upon Acceptance
<b>Qty</b>	<b>Description</b>	<b>Item</b>	<b>Monthly</b>
	<b>Novatime Web-Based Time &amp; Attendance System</b>		
300	Novatime Web-Based Time & Attendance Software	\$3.00	\$900
300	Employee Web Services	Included	Included
50	Supervisor/Administrator Module: Approval/Reporting/Review/Modification	\$5	\$250
1	<b>Sungard Finance Plus Payroll Interface (Guaranteed Interface)</b>	<b>Existing</b>	<b>Existing</b>
1	Electronic In-Out Board	N/C	N/C
1	Labor Tracking (Activity Based Reporting - 8 Levels)	N/C	N/C
1	Standard Supply & Demand Scheduling Module	N/C	N/C
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	N/C	N/C
1	Notification Module	N/C	N/C
1	Affordable Care Act Module	N/C	N/C
300	FMLA Case Tracking Module	\$1	\$300
	<b>Government Software Discount</b>	<b>30%</b>	<b>-\$435</b>
	<b>Monthly Total</b>		<b>\$1,015</b>
7	12 Month Vendor Hosting Total		\$12,180
	NT7000 Biometric Terminal	\$2,290	\$16,030
	NT7000 HID Proximity Terminal	\$2,290	TBD
7	NT7000 Communication: (Ethernet Module, POE, Wireless)		Included
	<b>Government Hardware Discount</b>	<b>10%</b>	<b>-\$1,603</b>
	<b>Implementation</b>		<b>\$7,465</b>
	Annual Software Maintenance	\$3,595/yr	<b>Included</b>
	Annual Hardware Maintenance	\$2065/yr	\$2,065
	Sales Tax		TBD
	<b>12 Month System Total</b>		<b>\$ 36,137</b>
	<b>One Time Implementation Fees</b>		
	Initial Planning Session	Included	
	Rules Questionnaire Assistance	Included	
	Install Novatime Web-Based Software Install	Included	
	Payroll Rules and Employee File <b>Unlimited</b>	Included	
	<b>Administrative/Supervisor Training Program &amp;</b>	Included	
	Install Hardware	Included	
	System Test/Go Live	Included	
	<b>Total One Time Fees</b>	<b>\$</b>	<b>7,465</b>
	<b>Note:</b> All travel and expenses associated with installation and training will be at the cost of Andrews Technology. Absolutely no travel or expenses will be billed to The Customer.		

  
 Customer Authorization \_\_\_\_\_ Title \_\_\_\_\_

4/28/17  
 \_\_\_\_\_ Date \_\_\_\_\_

Andrews Technology HMS, Inc. \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_



Andrews Technology HMS, Inc.

1213 Culbreth Drive  
Wilmington, NC 28405

[sales@andrewstechnology.net](mailto:sales@andrewstechnology.net)

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



**Exhibit B - 5 YEAR TOTAL COST**

<b>Invoice To:</b>	City of Stuart	<b>Hosted By:</b>	<b>Vendor</b>
<b>Ship To:</b>	TBD	<b>Terms:</b>	\$25,295.90 Upon Execution
<b>Account Executive:</b>	Jamie Blundell		\$7227.40 Forty Five Days From Date of Execution
			\$3,613.70 Ninety Days From Date of Execution
			\$14,245 Due Upon 1 Year Anniversary
			\$14,245 Due Upon 2nd Year Anniversary
			\$14,245 Due Upon 3rd Year Anniversary
			\$14,245 Due Upon 4th Year Anniversary

Qty	Description	Item	Total
	<b>Novatime Web-Based Time &amp; Attendance System</b>		
	Year 1 Cost (Includes 1st Year Vendor Hosting Fee & 1st Year Maintenance)	\$36,137	\$36,137
	Year 2 Cost (Annual Software Maintenance)	\$14,245	Included
	Year 2 Cost (Annual Hardware Maintenance)	\$2,065	\$2,065
	Year 2 Vendor Hosting Fee	\$12,180	\$12,180
	Year 3 Cost (Annual Software Maintenance)	Included	Included
	Year 3 Cost (Annual Hardware Maintenance)	\$2,065	\$2,065
	Year 3 Vendor Hosting Fee	\$12,180	\$12,180
	Year 4 Cost (Annual Software Maintenance)	Included	Included
	Year 4 Cost (Annual Hardware Maintenance)	\$2,065	\$2,065
	Year 4 Vendor Hosting Fee	\$12,180	\$12,180
	Year 5 Cost (Annual Software Maintenance)	Included	Included
	Year 5 Cost (Annual Hardware Maintenance)	\$2,065	\$2,065
	Year 5 Vendor Hosting Fee	\$12,180	\$12,180
	<b>5 Year Total Cost</b>		<b>93,117</b>

  
 \_\_\_\_\_  
 Customer Authorization Title

4/29/17  
 \_\_\_\_\_  
 Date

Andrews Technology HMS, Inc. \_\_\_\_\_  
 Title

\_\_\_\_\_ Date

## **Exhibit C - Maintenance Agreement**

Execution below entitles City of Stuart (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for 5 years as specified in the Master Agreement. The Agreement can renew for a new 5 Year term with written approval from City of Stuart 90 days prior to the 5 Year Anniversary.

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.
  - On-site support is provided.
  - Machine replacement is next day provided call received prior to 2:00pm.
  - 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 a term of one year from such date, and continue for subsequent one-year terms thereafter until terminated. After the first year, maintenance will be billed at the applicable rate at that time.

**MAINTENANCE COVERAGE:** Five full years 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.

**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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Woodbury, NY- Flood-Hub International Northeast 100 Sunnyside Boulevard Woodbury NY 11797	<b>CONTACT NAME:</b> Dianne M. O'Connor <b>PHONE (A/C, No, Ext):</b> 516-417-5806 <b>E-MAIL ADDRESS:</b> dianne.oconnor@hubinternational.com	<b>FAX (A/C, No):</b> 1-917-934-9096	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> ANDRTEC-02 Andrews Technology Consultants 1213 Culbreth Drive Suite 126 Wilmington NC 28405	<b>INSURER A:</b> The Travelers Indemnity Company of		25682
	<b>INSURER B:</b> The Travelers Indemnity Company		25658
	<b>INSURER C:</b> Travelers Casualty Insurance Compan		19046
	<b>INSURER D:</b> United States Liability Insurance		25895
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

### COVERAGES

CERTIFICATE NUMBER: 1444328959

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	6801374L45A	3/17/2017	3/17/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6801374L45A	3/17/2017	3/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	CUP4038R570	3/17/2017	3/17/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB1374L750	3/17/2017	3/17/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			TK 1551367C	10/31/2016	10/31/2017	1,000,000 2,000,000 per claim aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Stuart is listed as additional insured when required by written contract. General Liability policy is on a primary and non-contributory basis and the umbrella policy follow form.

### CERTIFICATE HOLDER

### CANCELLATION

City of Stuart 121 Sw Flagler Avenue Stuart FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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