



REQUEST FOR PROPOSAL RFP# 2015-001
TURN KEY ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTION

REQUEST FOR PROPOSAL TENTATIVE SCHEDULE

The dates listed below are tentative and may be subject to change.

RFP#:

2015-001

TITLE:

TURN KEY ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTION

RELEASED:

Monday, February 23, 2015

DEADLINE FOR QUESTIONS:

2:00 PM EST, Monday, March 23, 2015

RESPONSE TO QUESTIONS:

Monday, April 6, 2015

DUE DATE:

2:00 PM EST, Thursday, April 23, 2015

NOTICE TO PROSPECTIVE PROPOSERS

DUE DATE AND # OF ORIGINALS:

Responses are due: 2:00 PM EST, Thursday, April 23, 2015

Provide twelve (12) complete proposals and two (2) electronic (PDF or Word) true and exact copies on CD ROMs

PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES.

PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:

TOWN OF SURFSIDE
OFFICE OF THE TOWN CLERK
SANDRA NOVOA, CMC
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
RFP# 2015-001 TURN KEY ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTION

QUESTIONS:

Any questions are to be submitted via email snovoa@townofsurfsidefl.gov by no later **2:00 PM EST, Monday, March 23, 2015**

Town ERP Selection Consultant

The Town's Consultant for this project, including the development of the technical specifications and consultation services for the evaluation of proposals, is Calvin, Giordano and Associates, Inc.

Town Commission Meeting

The awarded Vendor will be required to appear before the Town Commission to answer questions about their proposed solution or submittal package.

Contract Cost

The Town requires an all-inclusive contract cost for all functions and duties generally required and as outlined in this RFP, including but not limited to, hardware, labor, meetings, applicable taxes, implementation, customization, licensing and training, etc.

System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming and configuration to achieve a successful implementation.

Additional Charges

No additional charges, other than those listed on the pricing forms shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, meetings, training, applicable taxes, and Vendor travel charges.

Purchase Quantities

The Town reserves the right to purchase any software option bid presented without altering the unit purchase price upon award and throughout the contract period.

Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format in Section IX. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Discrepancies may be waived when deemed in the Town's best interest. Electronic copies of this proposal and relevant attachments are provided to facilitate the preparation of your response.

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the Proposers. Neither the Town of Surfside nor its employees or representatives shall be

responsible for any error or omission in this RFP, nor for the failure on the part of the Proposer(s) to determine the full extent of the exposures.

In addition, Proposer will receive no reimbursement for its expenses in preparing a submittal, or travel expenses to visit the site or if the Town of Surfside requests additional written information or oral presentations. The Town shall not be liable for any costs, fees, or expenses incurred by any Proposer in responding to this RFP, or subsequent inquiries or presentations relating to its response.

List of Town Administrators

1.	TOWN MANAGER
	Guillermo Olmedillo, Town Manager
	9293 HARDING AVENUE
	SURFSIDE, FL 33154
	(305) 861-4863
2.	TOWN ATTORNEY
	Linda Miller
	9293 HARDING AVENUE
	SURFSIDE, FL 33154
	(305) 861-4863
3.	FINANCE DIRECTOR
	Don Nelson
	9293 HARDING AVENUE
	SURFSIDE, FL 33154
	(305) 861-4863
4.	TOWN CLERK
	Sandra Novoa, CMC
	9293 HARDING AVENUE
	SURFSIDE, FL 33154
	(305) 861-4863

PURPOSE OF RFP INTRODUCTION / INFORMATION

I. PURPOSE AND INTENT

The Town of Surfside, Florida seeks proposals from qualified vendors for a Turn Key Enterprise Resource Planning (ERP) Software Solution. The scope of this request will include, but is not limited to: an implementation project plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data conversion plan, implementation testing plan, quality assurance plan, pre- and post-implementation support plan, and a training plan. The proposer shall also provide project management resources leading to the successful implementation and deployment of the system.

Criteria for selection will be based on price, experience, level of fit of the proposed system based on the Town's functional and technical requirements, and implementation approach. The Town will also be considering the product offering that provides a robust solution set that will allow the Town to continue to leverage this investment well into the future as the needs of the Town grow and evolve. The Town of Surfside will consider "best-of-breed" solutions in an effort to obtain a quality enterprise offering in each application area. The Town understands that some vendors may not have superior solutions in all areas. However, the proposed solutions and/or partnerships will need to have been integrated in projects you have implemented. Please describe and list completed projects. It is required for this RFP to identify the primary vendor, sub-vendors and their responsibilities throughout the project.

It will be the full responsibility of the primary vendor to take the lead on all project requirements from beginning to Go-Live, including but not limited to, project analysis, project work flows, application integrations, data conversions and product deployment. The primary vendor will be the single point of contact to the Town of Surfside and the Town will rely 100% on the primary vendor for the success of this project. The primary vendor will also be the single point of contact after the project goes live and during the term of the contract.

The selection process will be conducted in accordance with the Request for Proposals and will be led by in-house project and evaluation teams. Product demonstrations and vendor reference checks will also be used to select a vendor.

The Town will consider a Vendor-hosted solution through an ASP or SaaS licensing model or a traditional Town-hosted solution. As such, the Town is requesting proposals to include detailed information regarding the Vendors hosting and licensing options. If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model. Include all hardware costs for Town-hosted solutions.

The Town of Surfside anticipates that Vendors shall propose a complete software solution, including software; onsite training; on-going support and maintenance; and related implementation services. See Functional Requirement in Attachment A.

Number of licenses anticipated for each module for the Town staff is listed in Section IX.13.

II. ADDITIONAL BACKGROUND INFORMATION

About the Town of Surfside

The Town of Surfside is a beautiful oceanfront community located in Miami-Dade County in South Florida. Incorporated in 1935, the Town is home to approximately 5,800 residents and includes a tranquil and attractive residential neighborhood, multi-family condominium and apartment buildings, a traditional "home town" business district as well as tourist facilities that welcomes visitors year round. The Town of Surfside is approximately one (1) square mile in area and encompassing the area from 87th Terrace to 96th Street, and it is situated between the Town of Miami Beach to the South and the Village of Bal Harbour to the North.

Current Technical Environment

A summary of the Town’s current technical environment is as follows:

Topic	Description
Network Infrastructure Configuration (WAN & Internet)	<ul style="list-style-type: none"> <input type="checkbox"/> The Town’s WAN computer network connects 2 buildings – Town Hall and Community Center. The Town Hall facility is the core/center of the network. The Community Center is connected via site-to-site VPN to the Town Hall, utilizing a T1. There is also a dedicated cable circuit for the guest wireless network at the Community Center. Access to the internet is provided through a two (2) T1s with 3MB bandwidth.
Data Network	<ul style="list-style-type: none"> <input type="checkbox"/> The Town’s data network is a mixture of Cisco/HP/Netgear network devices and includes PoE switches for VoIP phones. <input type="checkbox"/> Most servers have 1-Gbps NIC’s and are plugged into a gigabit switch in the server rack; however the workstations/phones/devices are running at 100Mbps on the network. <input type="checkbox"/> There are approximately 75 PCs on the network.
Logical Network	<ul style="list-style-type: none"> <input type="checkbox"/> TCP/IP is the only protocol used on the WAN and LAN. <input type="checkbox"/> Voice Traffic is present, but is physically separated by port on the network. <input type="checkbox"/> The town utilizes a single /24 subnet for the Town Hall, and a separate /24 subnet for the Community Center.

Server & Operating System Standard	<ul style="list-style-type: none">□ There are approximately 10 Dell and HP branded Physical Servers attached to the network. There are currently 3 virtual machines provisioned for various purposes.□ The servers are 2-4 years old and still under warranty.□ Most of the servers have some redundant features, such as dual power supplies and mirrored disks.□ Microsoft Server 2008 and 2012 are the most commonly used operating systems.□ The Town's current standard for OS and DB are MS Server 2012 and SQL 2008.□ Microsoft Exchange 2007 is the current messaging platform.
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Topic	Description
Storage & Backup Environment	<input type="checkbox"/> The Town is currently using local storage on all physical servers and virtual machines. <input type="checkbox"/> Symantec Backup Exec 2010 is the current backup software, utilized for daily and weekly backups.
DRP / BCP Environment	<input type="checkbox"/> The Town has currently in effect a partially developed Disaster Recovery Plan today.
Workstation Standard	<input type="checkbox"/> The Current Town Standard PC purchased today is: <ul style="list-style-type: none"> • Dell OptiPlex • Intel i5 • 8GB RAM • 250GB SATA Drive • Onboard Video • Gigabit Network card, running at 100MB <input type="checkbox"/> The standard Town OS is Windows 7, with some legacy XP Machines <input type="checkbox"/> Desktops are on a 5 year rotation for replacement, however the leases are typically for 3 years. Town Staff Desktops – lease term ends on 01/19/15. Police Desktops - lease term ends on 03/12/15. Police Laptops – lease term ends on 10/25/15.
Web Browser Standard	<input type="checkbox"/> Microsoft Internet Explorer 10/11 and Firefox
Application Development	<input type="checkbox"/> No significant application development occurs at the Town.
IT Staffing Resources	<input type="checkbox"/> The IT department is currently staffed by 3 people (1 IT Director, 1 IT Manager, 1 Systems Support Specialist)
RecTrac	<input type="checkbox"/> Version 10.3P (see Attachment D for specs)

Topic	Description
SunGard	<ul style="list-style-type: none"> □ NaviLine Version 9.1.1.0 BP- Building Permits CR- Cash Receipts CE- Code Enforcement CX – Customer Information System DX – Document Management Services FA – Fixed Assets GF – Global Financials GM – General Ledger LX – Land/Parcel Management M5 – Building Inspections Mobile M7 – Code Enforcement Mobile OL- Occupational Licenses PR- Payroll/Personnel VG – RecTrac to GMBA VI – RecTrac to Cash Receipts YE – Year End Processing

Vendors may request time to review setup. Vendors to verify all current environment. Vendor not to base quote on any information not requested or verified.

Other Planned Technology Initiatives

In addition to the ERP transition, the following other initiatives are being considered; are planned: or have been recently implemented at the Town that are required to be integrated in the ERP system. The successful Vendor will be responsible for coordinating their software implementation activities with Town operations and IT projects.

Project Description	Timing
SeeClickFix	Implemented
Badger Galaxy System (water meter telemetry)	Implemented
Enterprise GIS (ESRI)	2015
RecTrac	Implemented
MetroE Upgrade to 50MB	Implemented

III. PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS

The full evaluation process and criteria are fully described in Section IX, Proposal Evaluations, however if following minimum qualifications are not met, the Proposer's submittal will be deemed non-responsive and may not be considered:

- a. **Response Timeliness:** RFP response is submitted by the due date and time.
- b. **Response Authorization:** The RFP response is signed by a company officer.
- c. **Response Completeness:** Vendor complied with all instructions in the RFP and provided a response to all items requested that includes sufficient detail, such that the proposal can be evaluated. Any deficiencies in this regard will be determined by the selection committee.
- d. **Specification Response Format:** Vendors must submit two electronic copies of the Proposal (PDF or Word), twelve (12) hard copy complete proposals, functional requirements specification worksheets (Attachment "A") completed pricing worksheet (Attachment "C") and the Vendor forms (Attachment "C").
- e. **Relevance of Solution** Minimum of five (5) current government installations, preferably in the State of Florida, of their software with clients of similar size and complexity of the Town of Surfside.

IV. QUESTIONS REGARDING RFP

If any firm or person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she must submit to the Town a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by written addendum. Failure on the part of the prospective respondent to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal or change order if awarded. Vendor will acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever will be given before the award of a contract to a Vendor shall be binding.

Any questions are to be submitted via email to snovoa@townofsurfsidefl.org by no later than **2:00 PM EST, Thursday, March 23, 2015.**

Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

V. CONE OF SILENCE

Intentionally Omitted.

VI. TERMS AND CONDITIONS

RFP Documents - These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided for herein. The Town reserves the right to reject Proposals not submitted on the prescribed Proposal forms. By submitting a Proposal, the Vendor agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the Vendor.

Taxes - The Vendor shall not be entitled to the Town's tax exempt benefits.

Additional Terms and Conditions - No additional terms and conditions submitted by the Vendor with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

Interpretations and Inquiries - All Vendors shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Town or its agent in writing prior to the Proposal deadline. Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the Town no later than **2:00 PM EST, Thursday, March 23, 2015**.. Written inquiries shall be addressed to:

Sandra Novoa
Town of Surfside
snovoa@townofsurfsidefl.gov
Fax No. (305) 861-1302

Submission of a Proposal will serve as prima facie evidence that the Vendor has examined the Agreement and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the Town to all Vendors who attend the mandatory pre-proposal meeting. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Vendors by the Town may be relied upon.

Verbal Agreements - No verbal agreement or conversation with any officer, agent, or employee of the Town, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal

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agreement or conversation shall be considered as unofficial information and in no way binding upon the Town or the Vendor.

No Contingency Fees - Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Independence Affidavit - On Form 1 provided herein of this RFP, the Vendor shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the Vendor shall give the Town written notice of any other relationships – professional, financial or otherwise – that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

Disqualification of Vendors - More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Vendor is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

Assignment; Non-transferability of Proposal - Proposals shall not be assigned or transferred. A Vendor who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The Town Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Vendor, or the sale of a controlling interest in the Vendor, or any similar transaction, Vendor shall immediately disclose such information to Town. Failure to do so may result in the Proposal being disqualified, at the Town's sole discretion.

Compliance With Applicable Laws - Vendors are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the Vendor shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

Familiarity with Laws and Ordinances - The submission of a Proposal on the services requested herein shall be considered as a representation that the Vendor is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those

engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Vendor discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the Town in writing without delay.

Advertising - In submitting a Proposal, Vendor agrees not to use the results therefrom as a part of any Advertising or Vendor sponsored publicity without the express written approval of the Town Manager or designee.

Withdrawal or Revision of Proposal Prior to and After Opening - A Vendor shall not withdraw, modify or correct a Proposal after it has been deposited with the Town. The withdrawal, modification or correction of a Proposal after it has been deposited with the Town shall constitute a breach by the Vendor. No Vendor may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

Execute Agreement - The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the Town and the successful Vendor. The order of precedence will be the Agreement, the RFP Documents, the Vendor's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Miami-Dade County, Florida.

Withdrawal or Revision of Proposal Prior to and After Opening - A Vendor shall not withdraw, modify or correct a Proposal after it has been deposited with the Town. The withdrawal, modification or correction of a Proposal after it has been deposited with the Town shall constitute a breach by the Vendor. No Vendor may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

TOWN'S Exclusive Rights - The Town reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all qualifications statements in part or in whole;
3. Request additional information as appropriate; and,
4. Reject any or all proposals if found by the Town Commission not to be in the best interest of the Town.

In the event of a sole proposal, Town reserves the right to reject the sole proposal. By submitting a Proposal for the services, all Vendors acknowledge and agree that no enforceable Agreement arises until the Town signs the Agreement, that no action shall lie to require the Town to sign such Agreement at any time, and that each Vendor waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the Town not signing such Agreement.

Addenda - The Town reserves the right to issue addenda. It is the responsibility of each prospective Vendor to verify that he/she has received all addenda issued before depositing the Proposal with the Town.

Review of the RFP Documents - By the submission of a Proposal to do the work, the Vendor certifies that a careful review of the RFP documents has taken place and that the Vendor is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

Adjustment/Changes/Deviations - No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

Public Records - Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Town reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

Subcontracting - No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of subcontractors shall be provided to the Town Manager, subject to his approval.

Public Entities Crime - A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the Town and may not transact business with the TOWN in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement for ERP.

Non-Collusion Affidavit - The Proposer shall include the Non-Collusion Affidavit as set forth in the Form 5 provided in this RFP. Proposer's failure to include the affidavit shall result in disqualification.

Conflict of interest: The consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1,

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as amended; and by Town of Surfside Ordinance No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

Proof of insurance: The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Vendor's insurance and shall not contribute to the Vendor's insurance. The insurance coverage's shall include at a minimum the following amounts set forth in this Section:

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of consultant. The General Aggregate Liability limit (including Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000. each accident. No employee, subcontractor or agent of the Vendor shall be allowed to provide Work pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire work to the full replacement cost value thereof. This insurance shall include the interest of the Town and the consultant and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, Windstorm and Flood.

The Vendor acknowledges that it shall bear the full risk of loss for any portion of the work damaged, destroyed, lost or stolen until final completion has been achieved for a Project, and all such work shall be fully restored by the Vendor, at its sole cost and expense, in accordance with the Agreement Documents.

Certificate of Insurance. On or before the Effective Date of this and prior to commencing of any work, Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Vendor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from work performed by or on behalf of the Vendor in performance of this Agreement. The Vendor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the consultant's insurance. The consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

VII. PRICING and COST TERM

Your firm's proposal cost submission shall be valid until such time as Town Commission awards a contract as a result of this RFP.

VIII. PROPOSAL RESPONSE FORMAT

The following format must be followed by firms/vendors submitting responses to the RFP or submittals may be deemed unresponsive.

Provide twelve (12) complete proposals and two (2) electronic (PDF or Word) true and exact copies on CD ROMs to include the following:

Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Electronic copies of this proposal and relevant attachments are provided to facilitate the preparation of your response.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

IX. Submittal Response Format

Proposal Tab No.	Table of Contents
Tab 1	Transmittal Letter and Executive Summary
Tab 2	Company Background
Tab 3	Project Approach and Software Solution
Tab 4	Implementation Methodology
Tab 5	Key Proposed Personnel and Team Organization
Tab 6	Project Roles and Responsibilities
Tab 7	Project Schedule
Tab 8	Functional and Technical Requirements Response
Tab 9	Quality Assurance Plan
Tab 10	Change Orders
Tab 11	Technical Requirements
Tab 12	Security
Tab 13	Software Licensing
Tab 14	System Documentation and Manuals
Tab 15	Ongoing Services
Tab 16	Software Updates and Distribution
Tab 17	Proposed Hardware, Storage Environment and System Performance
Tab 18	Technical Requirements
Tab 19	Sub-Contracting
Tab 20	References

Tab 21	Site Visit References
Tab 22	Response to Narrative Questions
Tab 23	Ownership of Source Code and Data
Tab 24	Price Proposal
Tab 25	Forms
Tab 26	Agreement

IX.1 Transmittal Letter and Executive Summary

Tab 1 of the proposal must contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the proposer's primary contact information, including the following:

1. Name of the proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the proposer's letterhead. This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical information as possible and should be oriented toward non-technical personnel. The Executive Summary must briefly state the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as Town Commission awards a contract as a result of this RFP. In addition, the Transmittal Letter must include the name of all other software vendors contributing to the overall project and proposal. Descriptions must be provided as to the role each vendor will take during and after the deployment of the enterprise application.

A signature on the Transmittal Letter hereby provides the Town of Surfside acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

IX.2 Company Background

Tab 2 of the proposal must include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in the RFP. The following points should be addressed.

1. Total number of employees.
2. Office locations and distance from Town.
3. Total number of active clients.
4. Total number of active government clients.
5. Total years offering government ERP systems.
6. Largest active government installation including population.
7. Smallest active government installation including population.
8. Other products offered by company that may benefit the Town for this project or future projects.
9. Audited financial information for the past two (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
10. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
11. If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

IX.3 Project Approach and Software Solution

Tab 3 of the proposal must include a description of the proposed approach for providing the services described in the RFP. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements contained in Attachment A in narrative format. The purpose of this summary is so that the Town has a high-level understanding of the proposed solution. The Town expects the proposed solution to integrate with the Parks and Recreation department software solution currently in place. See Attachment “D” for software environment details.

The Town of Surfside will consider “best-of-breed” solutions in an effort to obtain a quality enterprise offering in each application area. The Town understands that some vendors may not have superior solutions in all areas. However, the proposed solutions and/or partnerships will need to have been integrated in projects you have implemented. Please describe and list completed projects. It is required for this RFP to identify the primary vendor, sub-vendors and their responsibilities throughout the project.

It will be the full responsibility of the primary vendor to take the lead on all project requirements from beginning to Go-Live, including but not limited to, project analysis, project work flows, application integrations, data conversions and product deployment. The primary vendor will be the single point of contact to the Town of Surfside and the Town will rely 100% on the primary vendor for the success of this project. The primary vendor will also be the single point of contact after the project goes live and during the term of the contract.

The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third- parties to meet the capabilities described in the Functional and Technical Requirements in Attachment A. Marketing materials shall not be submitted on the proposed functionality.

IX.4 Implementation Methodology

Tab 4 of the proposal must include a comprehensive description of the proposed implementation methodology for the project. This section must include a description in the following areas:

1. General Implementation Approach.
2. Project Management Approach.
3. Software Installation and Hardware Installation Coordination.
4. Data Conversion Plan.

5. Report Development.
6. Integrations and Interfaces.
7. Training (must be done onsite).
8. Testing
9. Operational Process Redesign.
10. System Documentation and Manuals.
11. Disaster Recovery Plan.
12. System Operations Knowledge Transfer.
13. Staffing Plan.

IX.5 Key Proposed Personnel and Team Organization

Tab 5 of the proposal must include the resumes of the proposed project personnel as well as the structure of the proposed Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance. Note which personnel will be onsite and their function.

Resumes shall be specific to the actual personnel to be assigned to this project for all primary roles. Resumes shall include the following information:

1. Name and title.
2. Role on the project.
3. Description of project roles and responsibilities.
4. Home office location.
5. Listing of past projects where resource implemented the proposed product.
6. Listing of past projects where resource implemented other software products.
7. Educational background.
8. Professional registrations and memberships.

9. Additional relevant information.

IX.6 Project Roles and Responsibilities

Tab 6 of the proposal must include the proposed resource levels for the Town and Vendor Project Teams. Provide a list of activities and identify whether it will be the Town's responsibility or the Vendor's responsible for completion. Include estimated time to complete each task.

IX.7 Project Schedule

Tab 7 of the proposal must include the proposed project schedule including major milestones, activities, and timing of deliverables. The project schedule shall be in a Gantt chart format developed in Microsoft Project. Identify critical path and float.

IX.8 Functional and Technical Requirements Response

Tab 8 of the proposal must include the proposed capability to provide the Town's requirements as defined in Attachment A, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in Attachment A.

When providing responses to the requirements in Attachment A, proposers shall use the response indicators contained in the following table.

Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release.
F	Feature/Function will be available in a future software
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.
N	Feature/Function cannot be provided.

If a response indicator of "F" is provided for a requirement that will be met in a future software release, the proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the proposer shall indicate the cost of such a modification. If a response indicator of "T" is

provided for a requirement that will be met by integration with a third- party system, the proposer shall identify this third-party system and include a cost proposal to secure this system.

IX.9 Quality Assurance Plan

Tab 9 of the proposal must include the proposed Quality Assurance Plan. This Plan should be based on the proposer's standard approach for achieving quality assurance.

IX.10 Change Orders

Tab 10 of the proposal must include your approach to Change Orders. This Plan should be based on the proposer's standard approach for addressing and communication of Change Orders.

IX.11 Technical Requirements

Tab 11 of the proposal must include the following on Technical Requirements: Vendor should provide an overview of the technical environment recommended to support the proposed software application solution and identify where conflicts may exist between their solution and current technologies being used in the Town as described in the Current Technical Environment in Section II.

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the Proposers. Neither the Town of Surfside nor its employees or representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the Proposer(s) to determine the full extent of the exposures.

The Town is open to implement a SaaS/ASP solution or a traditional Town-hosted solution which would require more detailed information regarding supporting hardware and additional technical requirements.

1. Hardware and Storage Environment
 - a. Describe the proposed computer hardware, storage, backup and redundancy environment needed to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the Town, application modules, database size, and anticipated growth, must be provided.
 - b. What system architecture do you propose? Describe the number

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and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.

- c. Describe your proposal's information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.).
2. Ancillary Hardware: Describe any necessary ancillary computer hardware required to support operations of your proposed system. Please provide pricing and specify any recommended hardware including MICR check / forms printing, check validators, and biometric time clock devices, ups, backups, etc.
3. Communication Systems: Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the Town's current WAN and remote computing environments, as listed in the Current Technical Environment in Section II, Additional Information, and indicate what changes are required or recommended.
4. Database Environment
 - a. What database administration/management tools do you recommend?
 - b. Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.
5. System Administration Tools - Vendors should describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
6. Remote Access

- a. Identify how your solution supports mobility needs including field use and remote-access use.
 - b. What are the remote access capabilities of your proposed system? Describe the methods supported (MS Terminal Services, web-access, SSL VPN, etc.).
 - c. Remote access to your proposed system through the internet will generate additional traffic to/from the Town's internet infrastructure, including internet access lines. Provide information that will help ensure the Town will have capacity to handle the additional traffic. What internet services provider bandwidth will be consumed by a typical remote user of your system? What other information can you provide to enable us to size our lines? Would you recommend increasing Town's bandwidth to efficiently operate your proposed system? If so, how much of an increase?
7. Directory Services and User Administration - Describe how your system interoperates with Active Directory.
 8. Network & Application Management – Please describe the network management systems that either your system uses, interoperates/integrates with, or you recommend.
 9. Desktop - Please describe what, if any, footprint (e.g. Local software artifacts such as DLLs) exists on the user's desktop.

IX.12 Security

Tab 12 of the proposal must include the following on Security:

1. Describe the identification and authorization capabilities of your proposed solution:
 - a. For users
 - b. For system administrators and DBAs
2. Describe the security audit capabilities of your proposed solution.
3. The time between when a software Vendor announces a security flaw and the time the first exploit appears is becoming shorter.
 - a. Will you commit to having critical security vulnerabilities patched on the system you are proposing within three (3) business days after the public announcement by the Vendor (e.g. Microsoft SQL Server)?

- b. Will you commit to revising your software to interoperate with operating system critical security patches (e.g. Microsoft) within three (3) business days after public announcement (typically posting on web page) by Microsoft (e.g. XP Service Pack 2 & other critical security vulnerabilities)?
- 4. What functions does your proposed system have to protect the privacy of information (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, proposed “red flag rules” etc.) that it processes or stores?
- 5. Describe type and strength of encryption supported.

IX.13 Software Licensing

Tab 13 of the proposal must include the following on Software Licensing:

- 1. The Town of Surfside requires the following number of licenses for each module:

DEPARTMENT	NUMBER OF CONCCURENT LICENSES
Administration (Town Manager, Clerk, Attorney)	3
Finance Department	3
Building Department	4
Code Enforcement	1
Public Works	2
Human Resources	1
Read Only	5
Police Department	2

- 2. Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external Internet user(s), query versus user, etc.) and how that works in a Disaster Recovery situation.
- 3. Describe how licensing is structured (alternatives, base software + per user licenses, license costs, license-packs, incentives, etc.). Identify how costs are determined for adding additional users after the initial purchase. Identify any licensing distinctions for Town users and Business partners to access the system remotely through the internet (e.g. employee self- service, Vendor checking on status).
- 4. From time to time, consultants, business partners or other non-employee type personnel need to access the licensed software. Under your licensing agreement, will these types of users have access? Are there Read Only

licensing options? How much functionality does a Read only license have – can they run reports? Does every employee need an individual license in order to enter time on their timesheets? Fully describe the licensing needed for each staff person's daily functions.

IX.14 System Documentation and Manuals

Tab 14 of the proposal must include the following on System Documentation and Manuals:

The Vendor is expected to provide user manuals and online help for use by the Town as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

IX.15 Ongoing Support Services

Tab 15 of the proposal must include the following on Ongoing Support Services: Please specify the nature and conditions of any post-implementation support options including:

1. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience).
2. Telephone support, online live chat, helpdesk email, ticketing solution.
3. Help Desk services. If there is a Service Level Agreement for your help desk, please provide a copy with your RFP response.
4. Response time for technical support.
5. Toll-free support line.
6. Users Group (i.e. – information about it, where it is held and when). If no, are you planning one?
7. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.).
8. Describe your maintenance programs and options with associated pricing.

9. Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external Internet user(s), query versus user, e t c .) and how that works in a Disaster Recovery situation.
10. If proposing a hosted solution (SaaS, ASP), please describe how your system is independently audited by a third-party in terms of performance, security, and disaster recovery. Please include any supporting audit reports, if available.

IX.16 Software Updates and Distribution

Tab 16 of the proposal must include the following on Software Updates and Distribution:

1. Provide information on how server and client side software updates are received, processed and distributed to either the server and/or client environment.
2. Provide a description on how State and Federal requirements are applied and distributed to your clients.
3. Describe the process for managing local customizations.
4. Describe any configuration management system that is incorporated with the Vendor solution.

IX.17 Proposed Hardware, Storage Environment and System Performance

Tab 17 of the proposal must include the following on Proposed Hardware, Storage Environment and System Performance:

1. Describe the proposed computer hardware and storage environment to support the system for internally Town hosted deployment. A hardware configuration, which takes into account the size of the Town, application modules proposed, Town transaction and operating volumes, and anticipated future growth, must be provided.
2. For ASP/SaaS or hosted solutions describe your hardware environment, storage capacity and guaranteed uptime?
3. For ASP/SaaS deployments describe any downtime that has occurred in the past 24 months and why it occurred.
4. For both the ASP/SaaS and internally hosted deployments, describe your proposal's technical architecture (preferably using a PowerPoint or Visio

diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc.

5. System response time must not impede the ability for departmental staff to perform their required job functions using the system. The system must be available during normal hours of Town operations. Describe your form of notification for any maintenance or down time.
6. Additionally, minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application must be provided such that the Town can determine the extent to which existing computers must be upgraded or replaced.

All new purchases or upgrades made to the network environment or desktops for the operation of your proposed solution must be included in the cost proposal and will become the property of the Town of Surfside.

IX.18 Technical Requirements

Tab 18 of the proposal must include the following on Technical Requirements:

This section contains the technical requirements used to control the primary system components of the proposed software. The Vendor must recommend a product, including identification of version number that can be used in support of the Vendor's software.

1. Administrative Tools – The system should include a powerful set of administrative tools to monitor utilization, trace database access chains, database reorganization, problem determination and resolution, optimize schema and sub-schema definitions, model, report areas/pages percent full, and to optimize file placement and layout.
2. Database Characteristics – The system should use the concept of user views whereby pseudo-schema are defined and stored for utilization by users without the users becoming involved in the actual schema and sub-schema structures of the data base. The system should provide a security system to control utilization of user views by user ID, account, and activity.
3. Data Dictionary Facility – The system should include an active integrated central data dictionary. This dictionary should be an integral component of the data access capabilities, including the definition of both data attributes and values.
4. Data Import/Export Facility – The system should include a data import/export

facility which permits transferring data from other data files into the data base and exporting data outside of the system.

5. Independence – The system must be independent of workstation type or transaction type and be able to be accessed from any workstation in the network.
6. Logging, Restart, and Recovery – The system must provide restart capabilities, rollback and recovery, as well as database access activity logging and back out.
7. Multi-Tasking – The system must permit simultaneous database accesses, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, it must permit concurrent processing of batch and on-line jobs accessing and updating the same data files and data base while maintaining desired performance levels.
8. Script Execution – It is desirable to have the ability to schedule scripts / postings for deferred, unattended execution.
9. Structured Query Language – The system must support the use of an industry standard structured query language (SQL); more specifically, support of the ANSI/ISO standard.
10. System Security – The system should integrate to the Town's Microsoft Active Directory network security framework.

The Town is expecting that a successful Vendor will adhere to solutions that comply with industry standard technologies and best practices.

IX.19 Sub-Contracting

Tab 19 of the proposal must identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service.
2. Reasons for sub-contracting.
3. Proposed sub-contractor.
4. Detailed sub-contractor responsibilities.
5. Sub-contractor name.
6. Sub-contractor location.

7. Sub-contractor experience.
8. Previous use of sub-contractor.
9. Sub-contractor references. Five (5) of which your company has worked together and implemented similar solutions.
10. Any additional relevant information.

IX.20 References - Attachment C

Tab 20 of the proposal must identify the proposer's references for the project. Proposers shall provide at least five (5) municipal or county government clients with whom the proposer has worked during the past three (3) years that are of similar size and complexity to the Town of Surfside. References shall be from implementations that have been live with the current software version for a minimum of two (2) years.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment C.

If possible, the Town prefers references that were managed by the same project manager recommended for the Town of Surfside. This section of the RFP response should also include an affirmative statement that the proposer grants its consent for the Town to contact the proposer's references for purposes of evaluating the proposer for this project and acknowledges that any information obtained from the proposer's references will not be disclosed to the proposer.

IX.21 Site Visit References

Tab 21 of the proposal must include the contact information for three (3) similarly-sized municipal or county governments with which the Town may conduct site visits, preferably in the South Florida.

IX.22 Response to Narrative Questions

Tab 22 of the proposal should include the proposer's response to the following narrative questions. The total tab length shall not exceed twelve (12) pages.

1. Based on information provided in this RFP and experience in working with other cities, what is the proposer's perspective on the most significant risks to this project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the project?
3. How do you propose to keep the project on task?
4. Provide a clear description of project management responsibilities between the

Town and the Vendor.

5. What is the earliest you can begin implementation after contract signing?
6. Please describe your organization's recommended approach toward retention of legacy financial, budget, revenue, and payroll data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed legacy data with your solution.
7. What other system modules or products would the proposer recommend to be complementary to the Project Scope as described in this RFP?
8. Describe how your system can support the use of a central address file in the Town. Such an address file would both be used as an information source for the ERP system and be updated by transactions completed in the ERP system.
9. Describe in detail how your software integrates with GIS? What GIS software is needed? What GIS data layers are needed?
10. Describe how your software solution can support the annual process of reviewing capital projects to determine which expenditures should be capitalized, which should be operating expense and which should remain as work- in-progress.
11. Describe how your software product can allow workflow routines to be configured to limit the number of approvals needed for like items. There is a desire from the Town to approve certain repetitive purchases by batch.
12. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
13. What is the name and current release number of the product being proposed?
14. When will the next release be available?
15. How long does the typical implementation of the product being proposed take for an organization of similar size to the Town?
16. Does your firm complete the implementations of the product being proposed or is this effort outsourced? If so, to whom or where? Include this same info for any sub-contractors used on this project.
17. What other applications will the product being proposed integrate with or have integrated with in the past?
18. What sets your firm's product being proposed apart from your firm's competitors?
19. Can the product being proposed be deployed in a decentralized or centralized manner?

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Turn Key Enterprise Resource Planning (ERP) Software Solution

20. Are all modules being proposed integrated with each other? Describe in detail.
EX: can you access an address and immediately see any outstanding or past violations, permits, fees, utility bills, liens, etc.
21. Describe how your product integrates with Badger Galaxy System (water meter telemetry) application. It is expected that data from Badger be integrated into the proposed Utility Billing module.

IX.23 Ownership of Source Code and Data

Tab 23 of the proposal must include proposer's response to source code and data ownership. The town expects the source code to be deposited with an in an escrow agent to ensure the vendor fulfills maintenance of the software. The Town expects the software source code to be released if the vendor files for bankruptcy or otherwise fails to maintain and update the software as promised in the software license agreement. Additionally, the Town expects to have ownership of all data generated or converted during the use of the proposed solution.

1. Describe the source code escrow policy in detail.
2. Describe the data ownership policy in detail.

IX.24 Price Proposal – Attachment B

Tab 24 of the proposal must include the proposer's response to the Price Proposal. Proposers shall not modify the worksheets in any way. Yearly Costs provided must include all aspects of the project (i.e. hardware, implementation, conversions, installation, training, customization, etc.). Pricing Form - Attachment B. Please identify if you are presenting a price proposal for an ASP/SaaS hosted or traditional Town-hosted solution. If you are presenting a price proposal for both options, please duplicate Attachment B and identify each as such.

1. The Cost Proposal must include ALL Costs for Year One (1).
2. ALL costs for Year two (2) thru Year five (5). Broken down by year.

X. PROPOSAL EVALUATIONS

Responses to this RFP will be evaluated by an Evaluation Committee consisting of various stakeholders at the Town. The Town's intent is to acquire the solution that provides the best value to the Town and meets or exceeds both the functional and technical requirements identified in the RFP. The Town intends to use the following process to develop a Vendor Shortlist:

1. **Round 1 - Minimal Criteria:** As part of the Vendor's RFP response, the following minimal criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria may automatically disqualify the Vendor's response from further consideration:

- a. **Response Timeliness:** RFP response is submitted by the due date and time.
- b. **Response Authorization:** The RFP response is signed by a company officer.
- c. **Response Completeness:** Vendor complied with all instructions in the RFP and provided a response to all items requested that includes sufficient detail, such that the proposal can be evaluated. Any deficiencies in this regard will be determined by the selection committee.
- d. **Specification Response Format:** Vendors must send two (2) electronic copies of the Proposal (PDF or Word), twelve (12) hard copy complete sets, completed Functional Requirements specification worksheets in the Excel format provided, completed Pricing Worksheet and five (5) references on the Vendor forms provided.
- e. **Relevance of Solution** Minimum of five current installations of their software with clients of similar size and complexity of the Town of Surfside with a minimum of three (3) installations in local government agencies (e.g. Cities, Townships, Counties, special districts or authorities) within the State of Florida, preferably in the South Florida area, for site visits.

2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimal criteria, the following categories of criteria will be used to further evaluate the proposals.

- Functional Requirements. 25 points
- Implementation Requirements, Plan and Timeline. 20 points
- Cost including both one-time and on-going. 25 points
- Technical Requirements. 20 points
- Vendor to include number and size of comparable government installations, financial stability, completeness of response and quality of proposal response. 10 Points

Total: 100 Points

3. **Round 3 Evaluation:** The top Vendors in the Round 2 evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Vendors.
- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation and other due diligence. Vendors must be onsite for Demos.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

At any point in time during Round 3 evaluation, a Vendor may be excluded by the Town from further consideration. At the conclusion of the Round 3 activities/demonstrations, the remaining finalists will be assessed on all information collected to date against the following criteria:

- | | |
|----------------------------|-----------|
| • Functionality | 30 points |
| • Ease of Use | 30 points |
| • Service and support | 20 points |
| • Other added value | 10 points |
| • Overall Product offering | 10 points |

Total: 100 points

The Town of Surfside will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the Town over the long-term. The recommendation(s) for award shall be made to the Town Commission, by the Town Manager, through the Evaluation Committee, to the responsible Proposer whose proposal is determined to be the most advantageous to Town. The Vendor being awarded this project MUST be present at the Town Commission meeting for final recommendation to the Commission and any subsequent Commission meeting in which this item is discussed.

Notwithstanding anything to the contrary contained herein, the Town of Surfside reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the Town. The Town further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the Town of Surfside.

X.1 PROPOSAL EVALUATIONS-Protest Procedures

A. Standing - Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

B. Procedure

- 1. Protest of Failure to qualify** - Upon notification by the Town that a vendor is deemed non-responsive and/or non-responsible, the , vendor who is deemed non-responsive and/or non-responsible may file a protest with the Town Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Town Hall hours are as follows: Monday-Friday from 9:00 am to 5:00 pm.)
- 2. Protest of Award of Agreement.** After a Notice of Intent to Award an Agreement is posted, any vendor who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Town Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to Reject all Proposals is subject to the protest procedure.
- 3. Content and filing** - The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Town Clerk. The official clock at the Town Hall reception desk shall govern.

C. Protest Bond - Any vendor filing a protest shall simultaneously provide a Protest Bond to the Town in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the Town. The Protest Bond shall be in the form of a cashier's check.

D. Protest Committee - The Protest Committee shall review all protests. The Town Manager shall appoint the members of the Protest Committee. The Town Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Town Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Town Commission. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the Town Commission.

E. Stay of award of Agreement or RFP Process- In the event of a timely protest, the Town Manager shall stay the award of the Agreement or the RFP process unless the Town Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the Town. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.

F. Appeals to Town Commission - Any actual vendor who is aggrieved by a determination of the Protest Committee may appeal the determination to the Town Commission by filing an appeal with the Town Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Town Clerk.

G. Failure to file protest - Any actual vendor that does not formally protest or appeal in accordance with this Section shall not have standing to protest the Town Commission's award.

XII. SUBMISSION AND RECEIPT OF PROPOSALS

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Firms **MUST** use the proposal form(s) furnished by the Town. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

PROPOSERS MUST PROVIDE TWELVE (12) COMPLETE PROPOSALS AND TWO (2) ELECTRONIC (PDF OR WORD) TRUE AND EXACT COPIES ON CD ROMS.

PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES PROPOSALS MUST BE MAILED OR HAND DELIVERED.

TOWN OF SURFSIDE
OFFICE OF THE TOWN CLERK
SANDRA NOVOA, CMC

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
RFP# 2015-001 TURN KEY ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTION

DATE/TIME OF PROPOSAL SUBMITTAL:

Plainly mark on the outside of the envelope, the Proposal Number, Item Identification and Time and Date of Proposal Receipt.

**IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE OFFICE OF THE TOWN CLERK OFFICE, TOWN OF SURFSIDE ON OR BEFORE:
2:00 PM EST, Thursday, April 23, 2015**

**Attachment B
Pricing Form**

Please complete the pricing spreadsheet that has been provided. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The Town requests a firm, fixed price for each Year described below. Please identify if you are presenting a price proposal for an ASP/SaaS Hosted or traditional Town-hosted solution. If you are presenting a price proposal for both options, please duplicate Attachment B and identify each as such. It is recommended to include a supplemental pricing breakdown of each year’s cost to determine how the total yearly cost was determined.

YEAR	TOTAL COST	COST STATED IN WORDS
Total Cost for Year One (1)	\$	
Total Cost for Year Two (2)	\$	
Total Cost for Year Three (3)	\$	
Total Cost for Year Four (4)	\$	
Total Cost for Year Five (5)	\$	
Hardware Costs	\$	
FIVE YEAR TOTAL	\$	
<p>Prices quoted will include all costs for hardware, maintenance, customization, installation, conversion, training, travel, implementation, setup, operation, testing, clean-up, deployment, verification/coordination of order, license fees, and applicable taxes.</p> <p>verification / coordination of order, travel, installation, implementation, conversions, training, customization, setup, operation, testing, cleanup, deployment and applicable taxes, etc. Each yearly cost provided must include all aspects of the project. No additional charges, other than those listed on this form shall be made. Any statement of contradiction presented in the “TOTAL COST” column versus the “COST STATED IN WORDS” column, goes to words not numbers.</p>		

FORM 1
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____,

the Vendor that has submitted the attached Proposal;

2.

a. Below is a list and description of any relationships, professional, financial or otherwise that the Vendor may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

b. Additionally, the Vendor agrees and understands that Vendor shall give the Town written notice of any other relationships professional, financial or otherwise that Vendor enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

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FORM 2

DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby

certifies that _____ does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 3

CERTIFICATION TO ACCURACY OF PROPOSAL

Vendor, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Vendor to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

(CORPORATE SEAL)

Print Name

Title

Date

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ for _____.
Personally known to me ____ OR has produced Identification _____, type of identification produced _____.

NOTARY PUBLIC

My Commission Expires:

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FORM 4

SWORN STATEMENT PUBLIC ENTITY CRIMES

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means

any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

- ____ (1) Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.
- ____ (2) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.
- ____ (3) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO , WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE OF AFFIANT (Printed or Typed Legal Name of Affiant)

State of _____ County of _____

Sworn to and subscribed before me this _____ day of _____, 2015 by _____.

Notary's Name Printed, Stamped or Typed Notary Seal:

Personally Known: _____ or Produced Identification _____

Identification Produced _____

FORM 5
NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, Florida, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

SIGNATURE OF AFFIANT (Printed or Typed Legal Name of Affiant)

State of _____ County of _____

Sworn to and subscribed before me this _____ day of _____, 2015 by

_____.

Notary Seal:
Notary's Name Printed, Stamped or Typed

Personally Known: _____ or Produced Identification _____

Identification Produced _____

**AGREEMENT
BETWEEN THE
TOWN OF SURFSIDE
AND**

FOR

TURN KEY ENTERPRISE RESOURCE PLANNING SOFTWARE SOLUTION

RFP NO. 2015-001

This Agreement, is made and entered into the _____ day of _____, 2015 by and between the Town of Surfside, a Florida municipal corporation ("TOWN"), and _____ ("CONTRACTOR") for services related to turn key enterprise resource planning software solution (hereinafter "ERP"). References in this Agreement to "Town Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the TOWN, solicited proposals from CONTRACTORS to perform ERP; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the Town Commission has selected the CONTRACTOR upon the recommendation of the Selection Committee to perform ERP; and

WHEREAS, on _____, the TOWN enacted Resolution No. _____, which ratified the ranking of Proposals for ERP and authorized the appropriate Town officials to execute an agreement with the number one ranked contractor _____; and

WHEREAS, TOWN and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for ERP dated _____, ("RFP"), attached hereto and made a part hereof, as Attachment "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Attachment "B".
- 1.2** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

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Turn Key Enterprise Resource Planning (ERP) Software Solution

SECTION 2. TERM

- 2.1** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for a forty-two (42) month term.
- 2.2** After the initial forty-two (42) month term, the Contract may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

SECTION 3. COMPENSATION

- 3.1** The amount of compensation payable by the TOWN to CONTRACTOR shall be based upon the prices as set forth in Attachment "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon TOWN'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2** CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the Town Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- 3.3** Notwithstanding any provision of this Agreement to the contrary, Town Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Town Manager. The amount withheld shall not be subject to payment of interest by TOWN.
- 3.4** Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card as determined by the TOWN in its sole discretion.
- 3.5** CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by TOWN.
- 3.6** If it should become necessary for TOWN to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform

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additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.

- 3.7** On April 1, 2015 and on April 1 of each subsequent year, all hourly rates and fees described in the Agreement and Attachment hereto shall be increased by an amount equal to the Consumer Price Index (“CPI”) increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement.

SECTION 4. TERMINATION

- 4.1** This Agreement may be terminated by the Town Manager upon a fourteen (14) day notice, as the Town Manager deems appropriate.

This Agreement may be terminated for cause by the CONTRACTOR if the TOWN is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.

- 4.2** Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Town Manager which Town Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 4.3** In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for TOWN'S right to terminate this Agreement for convenience.

- 4.4** In the event this Agreement is terminated, any compensation payable by TOWN shall be withheld until all documents are provided to TOWN pursuant to Section 7.1 of this Agreement. In no event shall the TOWN be liable to CONTRACTOR for any additional compensation, other than provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

- 5.1** CONTRACTOR shall indemnify, hold harmless and, at TOWN's option, pay for an attorney selected by the TOWN, to defend the TOWN, and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees,

expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

- 5.2 CONTRACTOR shall indemnify, hold harmless and, at TOWN's option, pay for an attorney selected by the TOWN, to defend the TOWN, and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3 CONTRACTOR shall indemnify TOWN, and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager and the Town Attorney, any sums due CONTRACTOR under this Agreement may be retained by TOWN until all of TOWN's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN.

SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP. **Before any work under this Agreement is performed, and at any time upon request, CONSULTANT shall furnish to the TOWN certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the TOWN named as additional insured except for Professional Liability and Worker's Compensation.** All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the TOWN. All certificates of insurance shall provide that the policies may not be cancelled or altered without thirty (30) days prior notice to the TOWN. CONSULTANT shall also require and ensure that each of its sub-Consultants providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limitations specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

SECTION 7. MISCELLANEOUS

7.1 Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of TOWN and shall be delivered by CONTRACTOR to the Town Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 Audit and Inspection Rights and Retention of Records. TOWN shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by TOWN of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN, in accordance with the RFP for CONTRACTOR services.

7.3 Policy of Non Discrimination. CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

7.4 Public Entity Crime Act. CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida

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Surfside, Florida 33154

With a copy to:

CONTRACTOR:

7.8 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Town Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to TOWN'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

7.9 Conflicts. Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.11 Materiality and Waiver of Breach.** TOWN and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. TOWN'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue; Attorneys' Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to

enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.
- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Attachments are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records.** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.
- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

7.27 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the Town, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the Town.

7.28 Default. In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREEMENT BETWEEN THE TOWN OF SURFSIDE, AND _____
FOR ERP.**

IN WITNESS WHEREOF, the parties, intending to be legally bound, hereby have executed this Agreement as of the date set forth.

**TOWN OF SURFSIDE
A Florida Municipal Corporation,**

BY: _____
Michael P. Crotty, Town Manager Date

AND

BY: _____
Name, Position Date

Attest: _____
Sandra Novoa, CMC, Town Clerk Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE TOWN OF
SURFSIDE ONLY:

BY: _____
Linda Miller, Town Attorney Date