CITY OF RIVIERA BEACH
REQUEST FOR PROPOSAL
No. 826-17-1
Citywide ERP System and Implementation

| RFP NUMBER: | 826-17-1 |
| RFP TITLE: | CITYWIDE ERP System and Implementation |

Event	Date
Date RFP Issued	November 1, 2016
Due date for bidder questions	November 8, 2016
Due date for bidder responses	November 15, 2016
RFP Due Date	November 23, 2016
Interview/Presentations held (IF NEEDED)	TBD
Proposed Council Date	December /January Council Meeting
Start Date	February 2017

BID CONTACT: DEAN MEALY, II

CITY PURCHASING MANAGER

DMEALY@RIVIERABCH.COM

NO PHONE INQUIRIES WILL BE ACCEPTED. ALL CORRESPONDENCE SHALL BE DIRECTED TO THE CITY PURCHASING MANAGER VIA EMAIL OR FAX.

CONTRACT TERM: **3 years with two (1) year options**

PRICES GOOD FOR: **120 DAYS**

The OWNER for the Project is the City of Riviera Beach, Florida.

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INTRODUCTION:

The City of Riviera Beach is seeking an Enterprise Resource Planning Software partner that will provide an Enterprise-Wide comprehensive solution that integrates various modules together to form a solid transparent solution. The Proposer of said software must perform an in-depth thorough Business Analysis on all Department/Divisions associated with this ERP and provide each Department/Division with a Business Model of the best practices and processes that they must adhere to for the City to function at its optimal.

About the City of Riviera Beach

The City of Riviera Beach is located along the Atlantic shores of Southeast Florida in Palm Beach County. With a population of more than 30,000 residents, Riviera Beach is home to one of the most impressive beaches in the southeastern USA. The City operates under the Council-Manager form of government and provides a full range of municipal services as provided by State Statute and City Charter. Services include Public Safety (Police, Fire, Building Inspections and Code Compliance), Streets Maintenance, Water, Sewer, Storm water Drainage, Recreation, Planning and Zoning, General Administrative Services and a municipally owned marina.

The City currently primarily uses ADG (American Data Group) for Financial Management which was implemented 20 years ago.

The City is interested in soliciting proposals from qualified providers of municipal ERP systems whose product offering meets or exceeds current City requirements and whose complete product offering provides a robust solution set that will allow the City to continue to leverage this investment well into the future as the needs of the City grow and evolve.

The City prefers to view the comparisons between having an on premise solution vs a Cloud Solution and would like the proposals to include detailed information regarding both solutions.

Contract Budget

The City has appropriated $1,500,000 for this project at this time including all Vendor provided software and implementation services, as well as system hardware, ancillary support software and hardware, other project resources, contract compliance services, project contingency, etc. It is the City's intent, if necessary, to make additional incremental investments over time to fully realize the improvements and opportunities that a new, robust ERP system is expected to provide.

> This Request for Proposal (RFP) provides guidelines for submission and outlines the essential services desired for the engagement. Proposals will be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until November 23, 2016, **3:30 pm (EST)**

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Late proposals will not be accepted or considered.

This RFP, including a scope of services, may be obtained by visiting the City's web-site at www.rivierabch.com. Additionally, proposals may be obtained at the City of Riviera Beach Purchasing Department, 2051 MLK Boulevard, Riviera Beach, FL 33404. Proposals shall be prepared, addressed and submitted in compliance with the instructions set forth in this RFP. The City reserves the right to reject any or all proposals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the City. Any proposal received after the date and time specified, whether by mail or otherwise, will not be accepted or considered. Any uncertainty regarding the time a proposal is received will be resolved against the proposer.

REFER ALL QUESTIONS TO:
Dean Mealy, II City Purchasing Manager
Fax: 561-842-5105
E-Mail:dmealy@rivierabch.com

PLEASE SUBMIT FIVE (5) ORIGINAL HARD COPIES AND FIVE (5) DIGITAL COPIES ON DVDs/CDs OR USBs DRIVE.

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CITY OF RIVIERA BEACH
600 WEST BLUE HERON BOULEVARD, SUITE 140
RIVIERA BEACH, FL 33404
(561) 845-4180
REQUEST FOR PROPOSAL NOTICE

RFP TITLE:	**Citywide ERP System and Implementation**
PROPOSAL #:	**826-17-1**
ISSUE DATE:	**November 1, 2016**
DUE DATE and TIME:	**November 23, 2016 3:30 PM EST** **Proposals will __NOT__ be received after this time.**

PRE-PROPOSAL CONFERENCE: ☐ YES ☒ NO
MANDATORY: ☐ YES ☐ NO ☒ NOT APPLICABLE

Inquiries regarding this Proposal must be submitted in writing via email, fax, or mail on or before: November 8, 2016 at 2 P.M.

No phone inquiries will be accepted and will be reported to the Office of the Inspector General.

PROPOSAL SECURITY: ☐YES ☒ NO AMT: N/A	PERFORMANCE BOND: ☐ YES ☒ NO	AMT: N/A

PROVIDERS who are interested in providing this service may obtain a Request for Proposal at www.rivierabeach.com. This document is also available via the internet at www.DemandStar.com. Adobe Acrobat@ Reader is required to view electronic documents on-line. The City is not responsible for the content of any bid package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification will control.

Upon receipt of this proposal document, any and all communications regarding this proposal must be made only to the Purchasing Department as noted above. Any violation of this condition could result in proposal disqualification. _This is a Sealed Proposal - Fax or electronic replies will not be accepted_.

ON-LINE PROVIDER DISCLAIMER:
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City of Riviera Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

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CITY OF RIVIERA BEACH

Citywide ERP System and Implementation
RFP #826-17-1

I.   Scope of Services

PURPOSE: The purpose of this RFP is to request a proposal for a comprehensive Enterprise Resource Planning (ERP) system and implementation for the City of Riviera Beach.

The software module listing on the following pages depicts the solution set of software that the City is considering for purchase as part of this solicitation as follows:

1. **Core Modules –** The City intends on replacing the current modules in their existing financial management software as part of this project.
2. **Expanded Modules –** Represents a new module that is being considered as part of this project.
3. **Implementation Services –** Services the City anticipates the selected Vendor will provide during the system implementation process.

The City anticipates that vendors shall propose a complete software solution, including software and the related implementation services.

Core Modules	
Accounts Payable	General and Technical
Accounts Receivable	General Ledger
Bank Reconciliation	Inspections and Code Enforcement
Budgeting	Master Address
Human Resources	Project and Grant Management
Business License	Payroll
Cash Management	Permitting
Cash Receipting	Planning and Community Development
Contract Management	Purchasing
Facilities Management	Request for Service
Fixed Assets	Utility Billing

Expanded Modules	
Document Management	Work Order
CAFR Preparation	Inventory Management
Dashboards	Bid Management System
Mobile Reporting	Contract Management

Implementation Services	
Project Management	Chart of Account Redesign
Software Installation and Hardware Design/Install Coordination (if applicable)	Knowledge of Transfer to Staff
Data Conversion	System Documentation Development
Report Development	Disaster Recovery Plan
Integration and Interface Development	Ongoing Support and Maintenance Services
Implementation and Training Services	
Business Analysis Design	
Operational Process Redesign	
Software Modifications	
Testing	

Offeror shall complete and return additional details and descriptions related to the specifics of the expected scope utilizing **Exhibit I: Specifications – Functional Requirements**

Additional Background Information

Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual and estimated amounts for the current environment.

City Operating Volumes/Standards	
Organization	
Population	
Form of Government	
Jurisdictional Area (Square Miles)	
Residential Units	
Budget (General Funds)	

Budget (All Funds)	
Number of Current System Users (Total Current)	
Number of ERP System Users (Anticipated Future)	
Number Concurrent System Users (Current	
General Ledger/Bank Reconciliation	
Chart of Accounts Structure	
Chart Segment One Name/Account Mask	
Chart Segment Two Name /Account Mask	
Chart Segment Three Name / Account Mask	
Chart Segment Four Name / Account Mask	
Chart Segment Five Name / Account Mask	
Chart Segment Six Name / Account Mask	
Fiscal Year End	
Number of Funds	
Number of Department Codes	
Number of Balance Sheet Accounts	
Number of Expense Accounts	
Number of Revenue Accounts	
Number of Manual Journal Entries (Monthly)	
Number of Cash Accounts	
Number of Bank ACCOUNTS	
Number of Annual Check Voids	
Budgeting	
Pre-Encumbrance Controls	
Encumbrance Controls	
Position Controls	
Budget Entry Model (Centralized or Decentralized)	

Number of Approval Levels	
Budget Frequency	
Number of Funds Budgeted	
Fixed Assets	
Number of Capitalized Fixed Assets	
Fixed Asset Tagging (Yes or No)	
Fixed Asset Capitalization Threshold	
Tracking/Reporting of Non-Depreciable Assets	
Project / Grant Accounting	
Projects/Grants Cross Funds	
Projects/ Grants Cross Departments	
Purchasing / Contract Management/Inventory	
Use NIGP/Commodity Codes	
Number of Requisitions per Month	
Number of Purchase Orders per Month	
Number of Vendors in Purchasing System	
Use of Inventory Item Codes	
Number of Item Locations	
Average Frequency of Physical Inventories	
Accounts Payable	
Number of Vendors Maintained in Accounts Payable System	
Number of Invoices Input Annually	
Frequency of Check Runs	
Check Signature Method	
Payments Types Supported	
Number of 1099s Processed Annually	
Receipting Model (Centralized or Decentralized)	

Number of Cash Registers / POS Terminals	
Human Resources and Payroll	
Number of Full-Time Employees	
Number of Part-Time Employees	
Number of Seasonal Employees	
Number of Bargaining Units	
Number of Applications (Annual)	
Payroll Frequency	
Business Licensing	
Number of Business Privilege License Holders	
Number of Annual Business Privilege License Applications	
Permitting	
Number of Annual Inspections	
Number of Annual Permits	
Utility Billing	
Major Services Billed	
Read Method	
Number of Utility Accounts	
Frequency of Billing	
Number of Billing Cycles	
Number of Annual Bills	
Number of Annual Shut Offs	
Investment Management	
Number of Bank Accounts	
Number of Investment Pools	
Number of Individual Investments	
Number of Interest Earning Funds	

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Current Information Technology Environment

A summary of the City's current technical environment is as follows:

Topics	Description
Data Center Location	City Hall on 600 West Blue Heron Blvd
Network Switch Infrastructure	Juniper Environment with Juniper EX4300 Switches Accommodating the Users
Network Firewall Infrastructure	Palo Alto 5510s with High Availability Failover
Network Internet Infrastructure	Primary 1GB Internet Connection through AT&T with FATPipe Internet Failover Device to use 100MB Lambda Rail for Failover
Network WAN Infrastructure	Metro Ethernet Connections for Remote Sites ranging from 10-100MB. City Hall Campus has Fiber Optic Cabling between each facility.
Network Server Infrastructure	20 Physical Servers and 50+ Virtual Servers running a VMware 6.0 Update 3 cluster containing 3 HP DL 360 G7 Servers with 96GB of RAM and 1 HP DL 380 G1 Server with 384GBs of RAM. Each Host has raid 5 configuration with redundant power supplies. All virtual or non ESXI host run Windows Server 2008/2012 or and 2003 in a Microsoft Active Directly Environment currently at functional level 2008. Microsoft Exchange 2013 is used for email with approximately 500 users.
Network Voice Over IP Infrastructure	AT&T Hosted Voice solutions with MFN Routers located at each remote site.

Storage and Backup Environment	NetApp Storage Device with Approximately 50TB of storage running at 65% capacity. The Storage device can be expanded by adding additional storage nodes. However, in the next year the City plans to redesign the NetApp to go towards the Backup Infrastructure and Implementation a SAN All Flash Array as the main SAN for Data Live Production Environment. All physical and virtual machines are backed up with Symantec Backup Exec 2015.
Disaster Recovery/BCP Environment	The City has a partially developed Disaster Recovery Plan and Business Continuity Plan
Workstation Standard	There are approximately 400 workstations. The Standard workstation operating system is Windows 7 and Windows 10 and have only 12 workstations on Windows XP. Dell PCs with 8GBs of Ram Core 2 Duo. Workstations are connected at 100 MBPS via Polycom Phones. Patching is accomplished using Microsoft System Update services along with SCCM System update services for OS patches.
IT Staffing Resources	The IT Division is currently staffed by 6 personnel (Management: 1 IT Manager, Operations: 1 Systems Administrator, 1 Webmaster, 3 Technical Support Technicians

After evaluation, the successful vendor will enter into a formal contract based upon the discussions held during the Evaluation Process and this Proposal.

II. Specifications and Functional Requirements

The Vendor shall provide a general description of application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
5. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced.
6. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
    a. Nature of relationship with the third-party Vendor.
    b. Reason that this product is a third-party product versus being part of the software Vendor's solution
    c. Length of the existing relationship; and
    d. Extent to which this third-party product is integrated with the Vendor's solution.

Vendors 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 City as described in the Current Technical Environment.

Vendors proposing a traditional, City-hosted solution would require more detailed information regarding supporting hardware and additional technical requirements.

1. **Hardware and Storage Environments**
    a. Describe the proposed computer hardware and storage environment 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 City, application modules, database size, and anticipated growth, must be provided.
    b. What system architecture do you propose? Describe the number and type of: application servers, database servers, 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:** The City is requesting ancillary hardware within the scope of purchase for this RFP, and requires Vendors to provide ancillary hardware recommendations, Vendor solution architecture and City expected transactional volumes. Describe any necessary ancillary computer hardware required to support operations of your proposed system. Please provide pricing and specify recommended hardware (e.g., MICR Check/Forms printing, check validators, and mobile devices.)

3. **Communication Systems:** Identify the communication protocols (e.g. FTP/PGP, SSPTP) 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 City's current WAN and remoting computing environments, as listed in the Current Technical Environment 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 City's internet infrastructure, including internet access lines. Provide information that will help ensure the City 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?

7. **Directory Services and User Administration –**Describe how your system interoperates with Active Directory.

8. **Network and 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.

Security

Describe the following with respect to 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 Proposer commit to having critical security vulnerabilities patched on the system you are proposing within 10 business days after the public announcement by the Vendor (e.g. Microsoft SQL Server)?
    b. Will Proposer commit to revising your software to interoperate with operating system critical security patches (e.g. Microsoft, Linux) within 10 business days after public announcement (typically posting on web page) by Microsoft (e.g. Windows 7 and other critical security vulnerabilities)?
    c. What functions does the Proposer proposed system have to protect the privacy of information (e.g. personally identifiable, SSN, PCI, credit card, ACH, HIPAA, proposed "red flag rules" etc.) that it processes or stores?
4. Describe type and strength of encryption supported.

Software Licensing (if applicable)

Describe the following with respect to software licensing:

1. 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.
2. 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 City users and business partners to access the system remotely through the internet (e.g. employee self-service, Vendor checking on status).
3. 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?
4. The City has a desire to establish a test and training (Same server) and production environment (separate server). Are you able to structure an environment that will allow the City to run additional development, test, and training instances without the need for additional product licensing fees? Describe licensing options available for a development/test system.

Implementation Plan

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

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

8. Testing
9. Operational Process Redesign / Extended Business Analysis
10. System Documentation and Manuals
11. Disaster Recovery Plan
12. System Operations Knowledge Transfer
13. Time Allocations between City and Vendor

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels the additional elements may add value to the overall implementation. The City requests that the Vendor provide their work plan in a Gantt chart format as part of the proposal response.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

General Implementation

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

1. Describe how the proposer's transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
3. Describe how the proposer concludes on a preferred implementation phasing of software modules.
4. Describe the proposer's approach towards running parallel systems for a period of time.
5. Any unique tools, techniques or methods that you use should be described in this section.

Project Management Approach

The City expects the Vendor to provide project management resources leading to the successful deployment of the system. The Vendor Project Manager will work as a team member of the City's Project Managers. It is expected that the Vendor Project Manager will be "on the ground" as appropriate to team with the City PMO. The Vendor Project Manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the Vendor Project Manager should be clearly denoted in the separate sealed cost proposal.

The City intends to use a project management approach that is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). The City would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases. Provide a high-level work plan for achieving the successful deployment of your proposed solution.

Software Installation and Hardware Design/Install Coordination

The Vendor is expected to specify, furnish, deliver, install and support all system software. The City intends to procure any required hardware for the project directly with hardware Vendors. The Vendor is expected to assist with designing the hardware configuration and providing and specifying minimum and recommended hardware and coordinate all City hardware installation activities within the financial software implementation.

The Vendor should include pricing for any ancillary hardware required (e.g. MICR Check printers, receipt/forms printers, cash registers, check valuators, etc.) if proposed.

Describe your process for hardware design, coordinating hardware purchase and installation and subsequent process for software installation.

Data Conversion

the City is expected to convert at least 7 years of data. The successful Vendor(s) is expected to assist the City in the conversion of both electronic data as well as the coordination and planning related to manual data conversion (e.g. hand keying) to the new system. For electronic data conversion, the City expect that the successful Vendor will be responsible for data extraction from the City's current systems.

1. Describe your scope of data conversion services and approach of how the services will be provided. Please detail the scope of data to be converted.
2. Describe the roles and responsibilities between your team and the City related to data conversion activities.

Report Development

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the City staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Provide information on your reporting approach including:

1. Description of various methods of reporting
2. Methods for the City to identify, specify and develop required custom City reports during the implementation.

Integrations and Interface

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the City. Existing City interfaces between core modules that may currently exist (e.g. AP Posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated ERP System.

The City expects the selected Vendor to provide a migration plan to retain these existing flows as part of the implementation of the ERP System or propose an alternative solution within their software to satisfy the desired end result.

1. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
2. Describe data exchange standards (e.g. XML, Web Services, EDI) supported or provided by your product.
3. As it pertains to the City's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the City.
4. If local customized integrations are developed or 3rd Party integrated software versioning occurs, do you provide any tools or assistance to easily incorporate customizations into new version/released of your software?

Training

While the City prefers an End-User Training Approach, it would like to explore advantages, disadvantages and related costs between this and a Train the Trainer Training Approach. The City's expectations for each training alternative are described below:

1. **Train-the-Trainer Approach:** The Vendor will incorporate a "train-the-trainer" approach where key City team leads and subject matter experts will be trained through implementation on their modules and then they will train the remainder of the City staff in their respective areas.
   a. There would be approximately 2-6 City subject matter experts (SME's) for each module including one Module Lead. Certain modules which are deployed to various City departments such as Purchasing or Work Order may have more. This training would be provided at a City facility.
   b. Training materials supplied by the Vendor would be used by City SME's and Module Leads for training their staff.
   c. Web conference or remote online tutorial sessions would be available to City SME and Module Lead staff to participate in after initial training was completed in their module.
   d. Technical Implementation Training will include training the City IT Staff (8) to support the new system.
2. **End-User Approach:** All end-user and technical training will be performed on-site through implementation and performed by the Vendor.
   a. End user implementation training will be provided by the Vendor and include joint participation by the relevant City process owner team lead supporting the process area in the new software.
   b. Technical Implementation training will include training for City IT staff on the technologies required to support the new ERP System. '

The Vendor should provide an overall description of their training method, including the following:

1. General timeframes in which training will be conducted
2. The Vendor must list the nature, level, and amount of training to be provided in each of the following areas:

        a.   Technical Training (e.g. programming, operations, etc.)
3.   User Training
        a.   Other Staff (e.g. executive level administrative staff)

Testing

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to such testing:

1. System Testing
2. Integration Testing
3. Stress / Performance Testing
4. User Acceptance Testing (UAT)

Chart of Accounts Redesign Assistance

With the deployment of a new application, the City intends to consider potential redesign to the financial chart of accounts. This activity will be the responsibility of the City; however the City expects the Vendor to support this process by providing guidance during other implementation consulting activities. **Vendors are requested to describe the services which are offered to assist with chart of account redesign.**

Operational Process Redesign / Extended Business Analysis

With the deployment of a new application, The City wishes to take advantage of capabilities within the software that provide support for operational improvements. The City desires to document and understand its current business operations and be provided best practices for their respected Divisions and Departments. Vendors are requested to describe their approach towards business analysis and operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of a new software.

System Documentation and Manuals

The Vendor is expected to provide user manuals and online help for use by the City 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.

Disaster Recovery Plan

Please describe the services you provide around disaster recovery, if any as part of your proposed solution.

Knowledge Transfer

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to City staff during implementation such that staff are capable of supporting and maintaining the

application in the most proficient manner once the Vendor implementation engagement is complete.

Staffing Plan

In addition to providing responses to the following items, the Vendor must complete Vendor Questionnaire – Staffing Plan.

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.) Include resumes for all personnel that will be assigned to the project. If the Vendor is using a sub-contractor, please include information on sub-contracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for City staff involvement during this project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

Ongoing Support Services

Please specify the nature and conditions of any post-implementation support options including:

a. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
b. Telephone support, including hours of operation
c. Help Desk Services (If there is a Service Level Agreement for your help desk, please provide a copy with your RFP response.)
d. Toll-Free Support Line
e. User Groups (i.e. – information about it, where it is held and when). If no, are you planning one?
f. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.)
g. Describe your maintenance programs and options with associated pricing.
h. 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.
i. 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.

Response to Software Requirements

Responses to the requirements referenced in **Exhibit I: Specifications – Functional Requirements¸** of this RFP must be provided in this section of the Vendor's response. Complete the excel sheets provided and attach added explanation pages as necessary.

Response to Technical Requirements

Software Updates and Distribution

It is anticipated that all system updates and release patches will be downloadable from the Vendor's website. Provide information on how server and client side software updates are received, processed and distributed to either the server and/or client environment. Please provide a description on how State and Federal requirements are applied and distributed to your clients.

Describe the process for managing local customizations. Describe any configuration management system that is incorporated with the Vendor solution.

Proposed Hardware, Storage Environment and System Performance

Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple options 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 City, application modules proposed, City transaction and operating volumes, and anticipated future growth, must be provided.

What system architecture do you propose? Describe the number 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.

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 City operations. Describe system performance of the proposed solution including reference to the following performance areas:

Guarantees on system performance

Studies/benchmarks on system failure frequency, duration and impact and rout-cause analysis

Problem avoidance techniques

Evidence of system scalability to meet future needs as noted in key volumes section

What is the minimum bandwidth required for the application (whether City-hosted or Vendor-hosted) and expected latency at all locations, considering the City's current network infrastructure, number of users, and anticipated application scale?

Additionally, minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application must be provided such that the City can determine the extent to which existing computers must be upgraded or replaced.

Technical Requirements

This section contains the technical requirements used to control the primary system components. 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 top optimize file placement and layout.

2. <u>Database Characteristics</u> – The system should use the concept of user views whereby pseudo-schema area defined and stored for utilization by users without the users becoming involved in the actual schema and sub-schema structures of the database. The system should provide a security system to control utilization of user views by user ID, account, and activity.

3. <u>Data Dictionary Facility</u> – 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. <u>Data Import/Export Facility</u> – The system should include a data import/export facility which permits transferring data from other data files into the database and exporting data outside of the system.

5. <u>Independence</u> – The system must be independent of workstation type or transaction type and be able to be access from any workstation in the network.

6. <u>Logging, Restart, and Recovery</u> – The system must provide restart capabilities, rollback and recovery, as well as database access activity logging and back out.

7. <u>Multiple Environments</u> – The City will require the Vendor to establish a test environment and training environment separate from the production environment. Please describe if there are any hardware requirement implications as a result of this desired configuration.

8. <u>Multi-Tasking</u> – 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 database while maintaining desired performance levels.

9. <u>Performance and Activity Statistics</u> – The system must support performance monitoring tools and activity statistics reporting features. Statistics should be available on database access rates (both update and query) by program, workstation, IP Address, and ID, and by time of day.

10. <u>Referential and Entity Integrity</u> – Rules for maintaining entity integrity (only one row in a table for each unique primary key) and referential integrity (validating the existence of foreign keys) must be supported.

11. <u>Script Execution</u> – It is desirable to have the ability to schedule scripts/postings to deferred, unattended execution.

12. <u>Structured Query Language</u> – The system must support the use of an industry standard structured query language (SQL); more specifically, support of the ANSI/ISO standard.

13. <u>System Security</u> – The system should integrate to the City' Microsoft Active Directory Network security framework.

The City is expecting that a successful Vendor will adhere to solutions that comply with industry standard technologies.

Client Software Access

The system must include the ability to allow individual City staff access to the software from their workstation via a browser or Microsoft Windows Environment. Vendors should indicate the degree to which there is a desktop footprint required to execute the application.

III. PROPOSAL FORMAT

Proposal Response Format

The following format must be followed by firms submitting responses to this RFP.

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. Proposals shall include the following and be in the following order:

Chapter	Title
0	Table Of Contents
1	**Executive Summary**
2	Company Background
3	Proposed Solution, Completed **Exhibit I: Specifications - Functional Requirements**
4	Implementation Plan
5	Staffing Plan
6	Ongoing Support Services
7	Response to Software Requirements
8	Response to Technical Requirements
9	Completed Schedules A - H, Vendor Questionnaires and Client References
10	License and Maintenance Agreements
11	Expectations and Deviations
12	Addendum (if applicable)
13 - Sealed Separate Document	Completed **Exhibit II: Pricing Forms**

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs should include the complete costs for the solution including travel and operating costs of the pricing forms. If there is not enough space to describe the pricing on these **Exhibit II: Pricing Forms,** please attach separate pages as needed and provide the pricing information in the same type of format that is easy to understand.

Provide five (5) original and five (5) electronic true and exact copies on a CD or DVD or Flash Drive in Word or PDF format to include the following:

Chapter 0: Table of Contents

Please include clear identification of the material by section and by page number.

Executive Summary

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 jargon as possible and should be oriented toward non-technical personnel.

The Executive Summary must briefly stating 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 offers until such time as City Council awards a contract as a result of this RFP.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

Proposer Background

Proposers must provide information about their company so that the City can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The Proposer's background including a brief description (e.g., past history, present status, future plans, Proposer size, etc.) and organization charts.
2. Audited financial information for the past two (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held Proposers 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.
4. If the Vendor is proposing to use a sub-contractor on this project, provide background information on the sub-contractor, Vendor relationship with that firm and the specific services and/or products that the sub-contractor will be providing on the project. A complete list of sub-contractors is required. The City has the right to pre-approve and reject all sub-contractors of the Vendor at any time.

Proposed Solution

Functional Requirements

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the City in implementing a new ERP is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations. **Identified in the attached Excel spreadsheet, Exhibit I: Specifications-Functional Requirements, are a number of requirements that must be addressed by the Vendor's proposal.**

These requirements are considered mandatory in implementing the complete solution. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the City's current and future data needs. Vendors must replace cells A1:G1 in the first module (General and Technical Requirements) with the Vendor's **Company Name** which will be repeated and printed for each subsequent module.

The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the City:

Priority	Description
H - High	Feature the City already has and uses in its current software, or, alternatively, is available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.) or is a must-have.
M - Medium	Feature the City would like in the system.
L - Low	Feature, while of interest, is not applicable at this time or something that could be a future deployment

Each Vendor should review the specifications and reports listed in each subsection and respond as to their availability within the Vendor's software system. The responses should be entered under the "**Availability**" column of each form as shown on the following page:

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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Availability	Description
Y	If functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution
R	If functionality is provided through reports generated using proposed Reporting Tools
T	If functionality is provided by proposed third party functionality (i.e., third part is defined as as separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	If functionality is provided through customization to the application, including creating of a new workflow or development of a custom interface, that may have an impact on future upgradability,.
F	Functionality is provided through a future release that is to be available within **1 year of** the proposal response.
N	If functionality is not provided

Use the **Cost** column for "M" or "F" responses to estimate the cost to be incurred by the City to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name / software module) is proposed. The cells D10:610 in the form which currently read "Replace this text with the primary product name(s) which satisfy requirements" must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automated values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

Application Software

The Vendor is required to complete and return **Exhibit I: Specifications-Functional Requirements.** Additionally, the Vendor shall provide a general description of application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

7. Describe your overall proposed technology solution.
8. Describe the product direction for the company, including time frames.
9. Describe unique aspects of the Vendor's solution in the marketplace.
10. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
11. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced.
12. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
    a. Nature of relationship with the third-party Vendor.
    b. Reason that this product is a third-party product versus being part of the software Vendor's solution
    c. Length of the existing relationship; and
    d. Extent to which this third-party product is integrated with the Vendor's solution.

Technical Requirements

Vendors 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 City as described in the Current Technical Environment.

Vendors proposing a traditional, City-hosted solution would require more detailed information regarding supporting hardware and additional technical requirements.

10. **Hardware and Storage Environments**
    a. Describe the proposed computer hardware and storage environment 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 City, application modules, database size, and anticipated growth, must be provided.
    b. What system architecture do you propose? Describe the number and type of: application servers, database servers, 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.)

11. **Ancillary Hardware:** The City is requesting ancillary hardware within the scope of purchase for this RFP, and requires Vendors to provide ancillary hardware recommendations, Vendor solution architecture and City expected transactional volumes. Describe any necessary ancillary computer hardware required to support operations of your proposed system. Please provide pricing and specify recommended hardware (e.g., MICR Check/Forms printing, check validators, and mobile devices.)

12. **Communication Systems:** Identify the communication protocols (e.g. FTP/PGP, SSPTP) 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 City's current WAN and remoting computing environments, as listed in the Current Technical Environment and indicate what changes are required or recommended.

13. **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.

14. **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.

15. **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 City's internet infrastructure, including internet access lines. Provide information that will help ensure the City 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?

16. **Directory Services and User Administration –**Describe how your system interoperates with Active Directory.

17. **Network and Application Management –** Please describe the network management systems that either your system uses, interoperates/integrates with, or you recommend.

18. **Desktop –** Please describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.

Security

Describe the following with respect to security:

Describe the identification and authorization capabilities of your proposed solution:
   a. For users
   b. For System Administrators and DBAs

Describe the security audit capabilities of your proposed solution

The time between when a software Vendor announces a security flaw and the time the first exploit appears is becoming shorter.
   c. Will Proposer commit to having critical security vulnerabilities patched on the system you are proposing within 10 business days after the public announcement by the Vendor (e.g. Microsoft SQL Server)?
   d. Will Proposer commit to revising your software to interoperate with operating system critical security patches (e.g. Microsoft, Linux) within 10 business days after public announcement (typically posting on web page) by Microsoft (e.g. Windows 7 and other critical security vulnerabilities)?
   e. What functions does the Proposer proposed system have to protect the privacy of information (e.g. personally identifiable, SSN, PCI, credit card, ACH, HIPAA, proposed "red flag rules" etc.) that it processes or stores?

Describe type and strength of encryption supported.

Software Licensing

Describe the following with respect to software licensing:

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.

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 City users and business partners to access the system remotely through the internet (e.g. employee self-service, Vendor checking on status).

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?

The City has a desire to establish a test and training (Same server) and production environment (separate server). Are you able to structure an environment that will allow the City to run additional development, test, and training instances without the need for additional product licensing fees? Describe licensing options available for a development/test system.

Implementation Plan

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

General Implementation Approach
Project Management Approach
Software Installation and Hardware Installation Coordination
Data Conversion Plan
Report Development
Integrations and Interfaces
Training
Testing
Operational Process Redesign / Extended Business Analysis
System Documentation and Manuals
Disaster Recovery Plan
System Operations Knowledge Transfer
Time Allocations between City and Vendor

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels the additional elements may add value to the overall implementation. The City requests that the Vendor provide their work plan in a Gantt chart format as part of the proposal response.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

General Implementation

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

6. Describe how the proposer's transition from the sales cycle to the implementation phase of the project.
7. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
8. Describe how the proposer concludes on a preferred implementation phasing of software modules.
9. Describe the proposer's approach towards running parallel systems for a period of time.
10. Any unique tools, techniques or methods that you use should be described in this section.

Project Management Approach

The City expects the Vendor to provide project management resources leading to the successful deployment of the system. The Vendor Project Manager will work as a team member of the City's Project Managers. It is expected that the Vendor Project Manager will be "on the ground" as appropriate to team with the City PMO. The Vendor Project Manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the Vendor Project Manager should be clearly denoted in the separate sealed cost proposal.

The City intends to use a project management approach that is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). The City would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases. Provide a high-level work plan for achieving the successful deployment of your proposed solution.

Software Installation and Hardware Design/Install Coordination

The Vendor is expected to specify, furnish, deliver, install and support all system software. The City intends to procure any required hardware for the project directly with hardware Vendors. The Vendor is expected to assist with designing the hardware configuration and providing and specifying minimum and recommended hardware and coordinate all City hardware installation activities within the financial software implementation.

The Vendor should include pricing for any ancillary hardware required (e.g. MICR Check printers, receipt/forms printers, cash registers, check valuators, etc.) if proposed.

Describe your process for hardware design, coordinating hardware purchase and installation and subsequent process for software installation.

Data Conversion

It is anticipated that data conversion will occur when migrating to the new application. At minimum, the City is expected to convert at least 7 years of data. The successful Vendor(s) is expected to assist the City in the conversion of both electronic data as well as the coordination and planning related to manual data conversion (e.g. hand keying) to the new system. For electronic data conversion, the City expect that the successful Vendor will be responsible for data extraction from the City's current systems.

- Describe your scope of data conversion services and approach of how the services will be provided. Please detail the scope of data to be converted.
- Describe the roles and responsibilities between your team and the City related to data conversion activities.

Report Development

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the City staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Provide information on your reporting approach including:

- Description of various methods of reporting
- Methods for the City to identify, specify and develop required custom City reports during the implementation.

Integrations and Interface

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the City. Existing City interfaces between core modules that may currently exist (e.g. AP Posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated ERP System.

The City expects the selected Vendor to provide a migration plan to retain these existing flows as part of the implementation of the ERP System or propose an alternative solution within their software to satisfy the desired end result.

> Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
>
> Describe data exchange standards (e.g. XML, Web Services, EDI) supported or provided by your product.
>
> As it pertains to the City's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the City.
>
> If local customized integrations are developed or 3rd Party integrated software versioning occurs, do you provide any tools or assistance to easily incorporate customizations into new version/released of your software?

Training

While the City prefers an End-User Training Approach, it would like to explore advantages, disadvantages and related costs between this and a Train the Trainer Training Approach. The City's expectations for each training alternative are described below:

> **Train-the-Trainer Approach:** The Vendor will incorporate a "train-the-trainer" approach where key City team leads and subject matter experts will be trained through implementation on their modules and then they will train the remainder of the City staff in their respective areas.
>> c. There would be approximately 2-6 City subject matter experts (SME's) for each module including one Module Lead. Certain modules which are deployed to various City departments such as Purchasing or Work Order may have more. This training would be provided at a City facility.
>> d. Training materials supplied by the Vendor would be used by City SME's and Module Leads for training their staff.
>> e. Web conference or remote online tutorial sessions would be available to City SME and Module Lead staff to participate in after initial training was completed in their module.
>> f. Technical Implementation Training will include training the City IT Staff (8) to support the new system.
>
> **End-User Approach:** All end-user and technical training will be performed on-site through implementation and performed by the Vendor.

g. End user implementation training will be provided by the Vendor and include joint participation by the relevant City process owner team lead supporting the process area in the new software.

h. Technical Implementation training will include training for City IT staff on the technologies required to support the new ERP System. '

The Vendor should provide an overall description of their training method, including the following:

General timeframes in which training will be conducted

The Vendor must list the nature, level, and amount of training to be provided in each of the following areas:

Technical Training (e.g. programming, operations, etc.)

User Training

Other Staff (e.g. executive level administrative staff)

Testing

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to such testing:

System Testing

Integration Testing

Stress / Performance Testing

User Acceptance Testing (UAT)

Chart of Accounts Redesign Assistance

With the deployment of a new application, the City intends to consider potential redesign to the financial chart of accounts. This activity will be the responsibility of the City; however the City expects the Vendor to support this process by providing guidance during other implementation consulting activities. **Vendors are requested to describe the services which are offered to assist with chart of account redesign.**

Operational Process Redesign / Extended Business Analysis

With the deployment of a new application, The City wishes to take advantage of capabilities within the software that provide support for operational improvements. The City desires to document and understand its current business operations and be provided best practices for their respected Divisions and Departments. Vendors are requested to describe their approach towards business analysis and operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of a new software.

System Documentation and Manuals

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

Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.

Describe what types of documentation you anticipate developing during the course of the project.

Disaster Recovery Plan

Please describe the services you provide around disaster recovery, if any as part of your proposed solution.

Knowledge Transfer

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to City staff during implementation such that staff are capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

Staffing Plan

In addition to providing responses to the following items, the Vendor must complete Vendor Questionnaire – Staffing Plan.

The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.) Include resumes for all personnel that will be assigned to the project. If the Vendor is using a sub-contractor, please include information on sub-contracting staff being used and their specific role on the project.

Please provide an overall project organizational structure for City staff involvement during this project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

Ongoing Support Services

Please specify the nature and conditions of any post-implementation support options including:

Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)

Telephone support, including hours of operation

Help Desk Services (If there is a Service Level Agreement for your help desk, please provide a copy with your RFP response.)

Toll-Free Support Line

User Groups (i.e. – information about it, where it is held and when). If no, are you planning one?

Online knowledgebase (i.e. – how it is accessed, who updates it, etc.)

Describe your maintenance programs and options with associated pricing.

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.

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.

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

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 top optimize file placement and layout.

Database Characteristics – The system should use the concept of user views whereby pseudo-schema area defined and stored for utilization by users without the users becoming involved in the actual schema and sub-schema structures of the database. The system should provide a security system to control utilization of user views by user ID, account, and activity.

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.

Data Import/Export Facility – The system should include a data import/export facility which permits transferring data from other data files into the database and exporting data outside of the system.

Independence – The system must be independent of workstation type or transaction type and be able to be access from any workstation in the network.

Logging, Restart, and Recovery – The system must provide restart capabilities, rollback and recovery, as well as database access activity logging and back out.

Multiple Environments – The City will require the Vendor to establish a test environment and training environment separate from the production environment. Please describe if there are any hardware requirement implications as a result of this desired configuration.

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 database while maintaining desired performance levels.

Performance and Activity Statistics – The system must support performance monitoring tools and activity statistics reporting features. Statistics should be available on database access rates (both update and query) by program, workstation, IP Address, and ID, and by time of day.

Referential and Entity Integrity – Rules for maintaining entity integrity (only one row in a table for each unique primary key) and referential integrity (validating the existence of foreign keys) must be supported.

Script Execution – It is desirable to have the ability to schedule scripts/postings to deferred, unattended execution.

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.

System Security – The system should integrate to the City' Microsoft Active Directory Network security framework.

The City is expecting that a successful Vendor will adhere to solutions that comply with industry standard tech

Client Software Access

The system must include the ability to allow individual City staff access to the software from their workstation via a browser or Microsoft Windows Environment. Vendors should indicate the degree to which there is a desktop footprint required to execute the application.

Schedule A-H Client References and Vendor Questionnaires

Complete Schedules A-H and provide at least five references from clients that are similar in size and complexity to the City. The Vendor must respond to the Vendor Background Questionnaires identified below:

1. Vendor Questionnaire – Company Background
2. Vendor Questionnaire – Technical Requirements
3. Vendor Questionnaire – Staffing Plan
4. Vendor Questionnaire – Ongoing Support Services

License and Maintenance Agreements)

Proposed licenses and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (i.e. hardware, software, operating system, database, etc.) Indicate the basis on how licenses are determined.

Exceptions, Variances and Deviations

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled, "Exceptions/Deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse. Vendors should describe any exceptions and/or deviations.

Addendum

Include all original, signed copies of addenda in this section.

Separate Sealed Pricing Forms

The Pricing Forms must be included in the separate sealed cost proposal. All cost (including shipping, handling, software, install, travel and all other costs) must be included in the total proposal price.

Costs for the Vendor's proposed solution should be submitted on the proposal Pricing Forms provided in the associated Excel document. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of the response. Any errors providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. **The original**

Pricing Forms and five (5) identical copies of the Pricing Forms shall be submitted in a separate sealed envelope labeled "Pricing Forms" with the Technical Proposal.

Costs should include the complete, fixed costs for the solution including: software, license fees, training, travel, per diem, installation, documentation, discounts, operating costs, etc. 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.

For each item, indicate if the cost is one-time, annual, or other, In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to the effect in the comments column. In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid."

While the City may consider a Vendor-hosted solution through an ASP or SaaS licensing model, it is currently anticipating implementing a traditional City-hosted solution. As such, the City is requesting proposals to include detailed information regarding the traditional City-hosted option and SaaS hosted solution. If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model.

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RFP 826-17-1
Citywide ERP System and Implementation
City of Riviera Beach, Florida

IV.   EVALUATION METHOD AND CRITERIA

The Evaluation Committee will convene for a public meeting to rank the most advantageous proposal meeting all the needs of the City and make a recommendation for contract award. The Procurement Official will advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project.

1. Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified**. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.**

A. Evaluation Process:

1.   City and City personnel will review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

2.   Points will be assigned for each written proposal in accordance with the evaluation criteria listed in "Evaluation Criteria".

3.   The City of Riviera Beach reserves the right to interview any or all proposers and to require a formal presentation with key people who will administer and be assigned to work on the contract before recommendation of award. If required, this interview is to be based upon written proposal received.

4.   The City reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the City cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.

5.   The City Manager will recommend to the City Council, the award or rejection of all proposal(s).

The evaluation of proposals shall occur in two Phases:

PHASE I – The Committee evaluates and scores all proposals to establish the "Shortlisted" firms that will advance to Phase II of the selection process. A minimum of three firms will be shortlisted.

PHASE II – The Committee evaluates and scores oral presentations by "Shortlisted" firms to establish a #1 Proposer.

B. <u>Selection Committee Procedures for Phase I and II Evaluation</u>:

Each Committee member will award points according to the Selection Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as "Points Possible" will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member. The three proposers with the highest points will be shortlisted.

For each Phase, the Tabulation Form shall be the basis for determining the ranking of the Proposers.

A minimum of three firms will be short-listed. The short listed Proposers from the Phase I Evaluation will advance to Phase II Evaluation. Summarized below are the Evaluation Criteria of **Phase I:**

Basis of Award

The City reserves the right to accept or reject, in whole or in part, any or all proposals, to waive irregularities and technicalities, to request re-submittals, and to enter into negotiations with Proposers as warranted. There is no obligation on the part of the City to award the Contract to the Proposer offering the lowest price to the City. The City reserves the right to award a Contract to the Proposer or Offeror whose proposal is judged most advantageous to and is in the best interests of the City utilizing the evaluation methods set forth below. The City shall be the sole judge of which proposal is in the best interests of the City. The City reserves the right to obtain any information deemed necessary to determine the ability of the Proposer to carry out their obligations under this Contract, to include information needed to review the experience and financial capability of the Proposer to complete requirements of this RFP.

Criteria	Points
Functional Requirements	50
Implementation Requirements, Plan and Timeline	40

Technical Requirements	40
General Vendor to include number and size of comparable municipal installations, financial stability, completeness of response and quality of proposal response	20
Cost including both one-time and on-going, as indicated in proposer's completed **Exhibit II: Pricing Forms**	50

The Cost points will be determined in accordance with the following formula:

Lowest Price – A

Proposer's Price – B

Total Possible Points for Price – C

Points Earned by Proposer – D

A/B x C=D

The top proposals short listed in the initial 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.
- ❖ Reference checking with comparable entities using the Vendor's product.
- ❖ Potential site visits to comparable entities using the Vendor's product.
- ❖ Best and Final Offer (BAFO) process with finalist Vendor.

At any point in time during final evaluation, a Vendor may be excluded by the City from further consideration. At the conclusion of this evaluation, the remaining finalists will be assessed on all information collected to date against the following criteria:

Criteria	Points
Functionality	50
Service and Support	40
City investments and Costs	40
Ability to deliver "out of the box" functionality	30
Technical Requirements	30
Other Value Added	25
Vendor Viability	25
	Total: 240 Points

The City reserves the right to request one or a series of best and final offers if information is obtained during the evaluation that makes it necessary to clarify the requirements and request a best and final offering.

Staff will present their findings and recommendations to the City Council. The City will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the City over the long-term. The recommendation(s) for award shall be made to the City Council, by the Purchasing Manager, through the Evaluation Committee, to the responsible Proposer whose proposal is determined to be the most advantageous to City.

Phase 2 – Oral Presentations

Approach to the services and ability to meet or exceed requested services	0 – 45 points
Technical Experience and Experience of the Team	0 - 10 points
Business Operations and Customer Support	0 - 25 points
Technical Soundness of Presentation	0 - 20 points
Successful Implementations (minimum of three of comparable size)	0-40 points
TOTAL POSSIBLE SCORE	**140 POINTS**

All finalists are in equal standing at the beginning of Phase II Evaluation. Each finalist may be requested to provide a presentation for the Selection Committee. These presentations allow each finalist an opportunity to provide the Selection Committee additional information regarding their proposal and demonstrate the qualifications of the firm. Each Selection Committee member shall evaluate and award points in accordance with the scoring criteria specified above. The points awarded for each criteria will be totaled, ranked and tabulated as described herein to determine the #1 Proposer, either on an all or none basis or any combination of service categories.

Remainder of page left blank intentionally.

V. SPECIAL TERMS AND CONDITIONS

ETHICS REQUIREMENTS

No Proposer may employ, directly or indirectly, the mayor, any member of the City Council or any director or department heard of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any Proposer of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected City employee may seek a conflict of interest opinion from the City ethics officer prior to the proposal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Council regarding state law conflict of interest provisions.

Florida Statues 112, Part III and the City of Riviera Beach Code of Ethics and Procurement Code provide for ethics in procurement. Proposers must read and comply with these provisions as well as Federal, state or City laws governing procurement activities.

RELEASES / PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

NON-DISCRIMINATION

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

RIGHTS AND PRIVILEGES; NO ASSIGNMENT

The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Council.

PROCUREMENT CODE

Chapter 16.5 of the Code of Ordinances of the City of Riviera Beach shall govern this RFP.

CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of Riviera Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Purchasing Department. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the Proposer/Proposers should not rely on such sources for information regarding any solicitation made by the City of Riviera Beach.

RIGHT TO CONTRACT FOR SIMILAR/ADDITIONAL SERVICES
The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

OWNERSHIP OF DOCUMENTS
The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

PROPOSAL
The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

INDEMNITY
Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties

mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

DISCLOSURES AND DISCLAIMERS

This Request for Proposals ("RFP") is being issued by the City of Riviera Beach (hereinafter known as "City"). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this

Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-proposal of proposals. All expenses in preparing the proposal and any re-proposals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening proposals. Upon award recommendation or ten (10) days after opening, whichever is greater, 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. Proposers must claim the applicable exemptions to disclosure provided by law in their proposal 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 City reserves the right to make any final determination of the applicability of the Public Records Law.

FLORIDA PROMPT PAYMENT ACT
Proper Invoice: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

1.   A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
2.   The amount due, applicable discount(s), and the terms thereof.
3.   The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.
4.   The Purchase Order or Contract number as supplied by the City.
5.   An identification by Department of the party to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Riviera Beach, P.O. Box 10682, Riviera Beach, Florida, 33419-1682.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow down" requirements that those requirements have been complied with.

DISPUTE RESOLUTION

Any suit brought in connection with the banking services contract must be tried in Palm Beach County. In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department which has the dispute along with a representative of the City's Purchasing Department and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specific its nature. This procedure shall commence not later than forty five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

EMERGENCY SUPPORT

It is hereby made a part of this request for proposals that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

Proposer agrees to provide services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Proposer shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

FORMAL AGREEMENT

The successful Proposer will be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City. The fee for the services to be rendered will be as provided in the proposal. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract. Proposer agrees and understands that a specific scope or project may require coordination with another Bank or Banks and further agrees that the utmost professionalism will be exemplified at all times.

TERM OF CONTRACT

The term of the contract shall be for a period of one year. The City will not accept alternative terms.

TERMINATION

The contract may be terminated by the City at any time, with or without cause.

FIDELITY BOND

The proposer shall procure and maintain a Blanket Fidelity Bond on each employee handling City funds (receipt, recording and transferring) for the term of the contract. The minimum limits of coverage shall be $1,000,000 per occurrence.

VI. INSURANCE REQUIREMENTS

The successful proposer or individual entering a resulting contract with the City shall obtain, pay for, and maintain in full force and affect at all times during the term of the Agreement derived from this RFP, services to be performed insurance as set forth below:

A. GENERAL LIABILITY INSURANCE: coverage in an amount not less than $5,000,000.00 per occurrence.

>   Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this agreement. The minimum limits of coverage   shall be $1,000,000 per occurrence/$2,000,000 aggregate.

B. PROFESSIONAL LIABILITY INSURANCE: coverage in an amount not less than $5,000,000.00 per occurrence.

C. Contractual, insurance broad form property, Independent contractor, personal injury not less than $3,000,000 annual aggregate.

D. AUTOMOBILE LIABILITY: coverage with policy limits of not less than $1,000,000.00 for injuries per person in any one accident or occurrence and $1,000,000.00 in the aggregate for injuries per occurrence or accident, with $100,000.00 for property damage in any one accident or occurrence, or $1,000,000.00 Combined Single Limit, covering each motor vehicle operated on City property.

E. WORKERS COMPENSATION INSURANCE: coverage with Statutory limits as well as Employers' Liability coverage with minimum limit of $1,000,000.00.

>   a. $1,000,000 per accident
>   b. $1,000,000 disease each employee
>   c. $1,000,000 disease policy limit

Contractor shall name the City as an additional insured under its general and professional liability insurance.

During the life of the contract, the successful proposer shall procure and maintain all insurances listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful proposer to ensure that all subcontractors comply with all of the insurance requirements.

The successful proposer must maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars ($50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with

thirty (30) days prior written notice of any cancellation or non-renewal.

The commercial general liability and excess liability policies will name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful proposer. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposer or individual's proposal.**

Remainder of page left blank intentionally.

VII.GENERAL TERMS AND CONDITIONS

Non Response Statement: If unable to submit a proposal, please sign and return the "Statement of No-Proposal" by mail or fax advising the reason for not submitting a proposal. To ensure inclusion in future bids, a Proposer should submit a "Statement of No-Proposal" to be received by the Finance Department no later than the stated proposal opening date and time.

Obligation of Proposer: By submitting a proposal, the Proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Proposal Preparation Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Cost Discussions: The Proposer must not discuss cost information, except for clarification requested by the City of Riviera Beach prior to the posting of proposal results, with any employee, Commission member or authorized representative of the City. Violation of this restriction will result in rejection of the said Proposal.

Addendum: All addendum issued during the time of proposing shall become part of the proposing documents, and receipt thereof must be acknowledged in writing with the proposal. The City of Riviera Beach accepts no responsibility for inaccurate proposals due to missed information contained in any addendum. Each Proposer should ensure that they a have received all addendums and amendments to the RFP before submitting their proposals. Please access the City of Riviera Beach web site at for any addendum.

Late Proposals: Proposals will be opened and recorded on the date and time indicated, at the location specified in the proposal request. It is the Proposers' responsibility to make certain that his/her proposal is in the hands of the Finance Director prior to the opening time at the specified location. City of Riviera Beach accepts no responsibility for late or misdirected mail deliveries. Late proposals will not be considered.

Consideration of Proposals: The City of Riviera Beach reserves the right to award the contract to the Proposer(s) that the City of Riviera Beach deems to offer the best overall proposal. The City of Riviera Beach is therefore not bound to accept a proposal on the basis of lowest price. In addition, the City of Riviera Beach at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the City of Riviera Beach to do so. The City of Riviera Beach also reserves the right to make multiple or split awards if it is deemed to be in the Commission's best interest.

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Qualifying Proposals: City of Riviera Beach reserves the right to require a Proposer to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Proposer.

Public Entity Crime: An entity, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list as provided in Section 287.133 of the Florida Statutes.

Disability Compliance Requirements: All Contractors hired by the City of Riviera Beach are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities.

Insurance Requirements: Bank must be FDIC insured. City deposits in excess of FDIC coverage must be fully collateralized as described in the Florida Security for Public Deposit Act, Florida Statute 280.01. Professional or other liability insurances for other non-deposit services as appropriate.

Deductibles. Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

Hold Harmless: The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, or loss of use resulting from or arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence.

Proposal Acceptance Period: Any proposal in response to this solicitation shall be valid for 60 days following opening of proposal, to allow for formal action by the Commission. The Proposer agrees that during such time the proposal will remain firm and irrevocable. At the end of the 60 days, the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

Evaluation Process: The Evaluation Committee will evaluate all proposals received. The committee will examine each proposal and determine how effectively it satisfies the RFP.

Proposal Award: Award is expected to be made to the Proposer who best meets the requirements of City of Riviera Beach considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the City of Riviera Beach and the firm achieving a successful proposal. The City reserves the right to award any contract(s) or engagements in whole or in part, to the firm(s) which it deems to offer

the best overall service. The City also reserves the right to negotiate separately with competing firms as deemed in the City's best interest. The City Commission's decision shall be final.

Contract Approval: Terms of the contract will include any and all items as specified in the proposal, plus mutually agreed terms and conditions. The City Commission shall be the sole judge of the proposals and the resulting negotiated agreement that is in the best interest of the City. The contract shall be submitted to the City Commission for final approval. If awarded, the contract will be effective on the date is approved by the City Commission of the City of Riviera Beach signed by all required parties and filed with the City Clerk.

Clarification: The City of Riviera Beach reserves the right to request clarification of information submitted and to request additional information of one or more Proposers, if needed.

Conflict of Interest: The award hereunder is subject to the laws of the State of Florida. All Proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the City of Riviera Beach. Further, all Proposers must disclose the name of any City of Riviera Beach employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

Prohibition of Gifts to City Employees: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Legal Requirements: Applicable provisions of all federal, state, county and city laws, and all ordinances, rules, and regulations shall govern development, proposal and evaluation of all proposals received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Riviera Beach. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Proposers have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

Other Agencies: All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

Non-warranty of Specifications: Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially

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correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the City nor its representatives shall be responsible for any errors or omission in this RFP nor for the failure on the part of the proposer(s) to determine the full extent of exposures.

Interviews: The City reserves the right to conduct personal interviews or require presentations of any or all Proposers prior to selection. The City will not be responsible for any cost incurred by the Proposer in connection with such presentations or interviews (i.e. travel, accommodations etc.)

Request for Modification: The City reserves the right to request that the proposer modify his proposal to more fully meet the needs of the City.

Acceptance/Rejection/Modification of Proposal: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in proposals, if in the City's judgment that will best serve the interests of the City.

Public Record: Any material submitted in response to the Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

Completeness: All information required by the RFP must be submitted to constitute a legitimate proposal.

Request for Additional Information by City: The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide and maintain the services to be provided. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Riviera Beach Police Department, licensure, etc.

Anti-Collusion: The Proposer must certify under oath that it has not divulged, discussed or compared its proposal with other Proposers and has not colluded with any other Proposer or parties to a proposal whatsoever. See the Non-Collusion Affidavit form, which is required to be submitted.

Remainder of page left blank intentionally.

VIII. Required Forms

    A. Vendor Sworn Statement on Public Entity Crimes

    B. Vendor Reference Forms

    C. Acknowledgment for Vendor Proposal

    D. Drug Free Workplace

    E. Litigation History

ATTACHMENT A

VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES
NON-COLLUSION AFFIDAVIT

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 _____
                                    (print name of public entity)

     by _____
                            (print individual's name and title)

     for _____
                     (print name of entity submitting sworn statement)
     whose business address is _____

     and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

     (If the entity has 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 trail 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 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)(a), 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 an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____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, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____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 an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____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 an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered 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. (Attach 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 THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____day of _____, 2016.

Personally known _____ or produced identification _____.
(Type of identification)

State of Florida
County of _____   _____
My commission expires   (Notary Public)

ATTACHMENT B
VENDOR REFERENCE FORM

Please provide all requested information for each reference.

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date of Term and Contract: _____

_____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date of Term and Contract: _____

_____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date of Term and Contract: _____

ATTACHMENT C

VENDOR PROPOSAL FORM

SIGNATURE ACKNOWLEDGEMENT

To: City of Riviera Beach, a Political Subdivision of Palm Beach County and the State of Florida

Date: _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Request for Proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittals and I am authorized to sign this proposal for the Vendor. In submitting a proposal to the City of Riviera Beach, the Vendor offers and agrees that if the proposal is accepted, the Vendor will convey, sell, assign or transfer to the City of Riviera Beach all rights, title, and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Riviera Beach. At the City of Riviera Beach's discretion, such assignment shall be made and become effective at the time the City of Riviera Beach tenders final payment to the Vendor.

_____   _____
VENDOR NAME   AUTHORIZED SIGNATURE (MANUAL)

_____   _____
MAILING ADDRESS   NAME AND TITLE (TYPED/PRINTED)

_____
CITY, STATE and ZIP CODE

_____   _____
(AREA CODE) TELEPHONE NUMBER   EMAIL

_____
(AREA CODE) FAX NUMBER

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, 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 workplace, 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 commodities or 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 employees that, as a condition of working on the commodities or 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.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by _____ the
　　　　　　　　　　　　　　　　　(INDIVIDUAL'S NAME)

_____ of _____
(TITLE/POSITION WITH COMPANY/VENDOR)　　　　　(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____　　　　　　　_____
SIGNATURE　　　　　　　　　　　　　　　DATE

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ATTACHMENT E

Litigation History

RFP#:_____ **MATERIAL CASE SYNOPSIS**	☐ Vendor : _____ ☐ Vendor's Parent Company:_____ ☐ Vendor's Subsidiary Company:_____ ☐ Vendor's Predecessor Organization: _____		
Party	Plaintiff ☐	Defendant ☐	
Case Name			
Case Number			
Date Filed			
Name of Court or other tribunal			
Type of Case	Civil ☐ Administrative/Regulatory ☐ Criminal ☐ Bankruptcy ☐		
Claim or Cause of Action and Brief description of each Count			
Brief description of the Subject Matter and Project Involved			
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐		
Opposing Counsel	Name: Email: Phone number:		

NAME OF COMPANY: _____