



VILLAGE OF KEY BISCAIYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
Genaro "Chip" Iglesias

DATE: May 24, 2011
TO: Honorable Mayor and Members of the Village Council
FROM: Genaro "Chip" Iglesias, Village Manager
RE: Building, Zoning, and Planning Department Permitting System: Issuance of a Request for Proposals

Attached to this memorandum is a Request for Proposals (RFP) for a Building, Zoning, and Planning Department Software Permit Tracking System. This RFP is submitted to the Village Council for informational purposes. As such, action is not being requested.

BACKGROUND

The Capital Improvements Plan (CIP) includes a line item that will provide a significant upgrade to the permitting system software used in the Building, Zoning, and Planning Department. The current system was purchased in 1999 at a cost of \$57,835. It is a client server based system with very limited internet functionality. The new system will be a web based hosted solution. It will be user intuitive with high speed internet connectivity for use by the general public and inspectors in the field.

The attached Request for Proposals (RFP) will be used to solicit proposals from qualified firms to provide a software package that, at a minimum, will include the following:

- Planning and Zoning application reviews and workflow management
- Building permit & inspections processes
- Building plan review management
- Code/ordinance enforcement case tracking system
- Business license issuance/renewals
- Public works permits and inspections
- Fire/life safety inspection results
- Contractor license verification
- Capacity for wireless "in the field" data entry ability
- Automated report generation i.e. 90 and 180 day letters
- Automated alerts sent via email; such as status of applications and inspections
- 40 year recertification as set forth in Chapter 8 of the Miami-Dade County Code
- State and County reports



**REQUEST FOR PROPOSALS (RFP)
No. _____**

**BUILDING, ZONING AND PLANNING DEPARTMENT
SOFTWARE PERMIT TRACKING SYSTEM**

VILLAGE OF KEY BISCAYNE

Issue Date: _____, 2011

Proposal Due Date: _____, 2011 at 2:00 P.M.

- Contractor license and insurance verification;
- Capacity for wireless “in the field” data entry ability;
- Automated report generation i.e. 180 letter;
- Automated alerts sent via email such as, but not limited to, inspection results, permit expiration;
- 40 year recertification as set forth in Chapter 8 of the Miami-Dade County Code; and
- State and County reports.

Additionally, the proposed software solution must provide an online public access system for facilitating online permit applications, inspection scheduling, status inquiries, etc. It is desired that the proposed solution provide an interface with the Village’s GIS system.

The Village uses ESRI for displaying user-defined data (permits, inspections, violations, etc.) and performing custom queries. The software solution should also have the ability to manage and review digital building plans.

The proposed software solution and pricing must include the importation or transfer from the Village’s existing permit system data (Accela Permits Plus and File Marker Pro) to the new solution. The proposed software solution and approach should include an implementation strategy and transition plan that ensures smooth transitions from the Village’s current systems (Accela Permits Plus and File Marker Pro) to the new systems, without interruption of operations or data, loss of revenues, or loss or duplication of data.

Pricing

Pricing should be based on fourteen (14) concurrent users as well as five (5) mobile field users. The proposal price should include all expenses associated with the successful implementation of the Project.

Training

The proposal should also include training of Village staff in using and administering the new software solution, as well as annual and ongoing support and maintenance that include trouble shooting, upgrades and enhancements to the system.

C. General Conditions

This RFP is not an offer to contract. Acceptance of a proposal neither commits the Village to award a contract to any proposer, even if all requirements stated in this RFP are satisfied, nor limits the Village’s right to negotiate in its best interest. The Village reserves the right to contract with a proposer for reasons other than the lowest price. The Village reserves the right to accept any proposal(s) deemed to be in the best

H. Interpretation and Clarifications

All questions concerning the meaning, intent, or clarifications of the RFP and specifications shall be addressed at the pre-submission meeting. Interpretations or clarifications considered necessary by the Village in response to such questions may be addressed by the Village by means of Addenda mailed or delivered to all parties registered with the Village Clerk as having received the RFP. Only questions answered by written Addenda shall be binding on the Village. Oral and other interpretation or clarifications of this RFP shall not be binding on the Village.

I. Opening of Proposals

Proposals will be publicly opened at the appointed time and place as stated in this RFP. Late Proposals will not be considered or accepted. No responsibility will be attached to any Village staff for the premature opening of a Proposal not properly addressed and identified.

J. Public Entity Crimes

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a contractor, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, 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 the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the vendor shall result in rejection of the Proposal, termination of the contract, and may cause vendor debarment. Proposers are required to execute and submit the Sworn Statement on Public Entity Crimes attached to this RFP as Appendix D.

K. Insurance Requirements

The Proposer shall be required to provide and maintain insurance coverage of such types and amounts as required by the Village and specified in the contract. The Proposer shall include with his/her proposal documentation from the Proposer's insurer, evidencing the insurability of the Proposer to meet the Insurance requirements.

L. Compliance with Laws

The Proposer shall be familiar with and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the work or services required in this RFP.

Each attendee at the meeting shall be required to sign in and identify specifically only one firm he/she is representing. For persons with disabilities, auxiliary aids or services will be provided upon request with at least five (5) days notice prior to the date of the meeting by calling the Village Clerk's Office at (305) 365-5506.

Each potential Proposer planning to attend the pre-submission meeting via conference call is required to submit its intention to the Contracting Officer electronically at fred@miamidade.gov with a copy to Mr. Fleming (mfleming@keybiscayne.fl.gov), at least 48 hours in advance of the meeting date and time. The name of the firm being represented, and contact information (name, email address, etc.) of a key representative of the firm that will participate in the pre-submission meeting must be provided.

Questions concerning this RFP and the services requested will be answered at the pre-submission meeting. Any changes to this RFP will be made by addendum issued by the Village. Proposers shall acknowledge all addenda issued by the Village in the form attached hereto as Appendix E. The purpose of this meeting is to provide an open forum for the firms to review the RFP, ask questions regarding the RFP and the services solicited by the Village and respond to questions regarding this RFP. This will be the **only** opportunity for interested firms to ask questions regarding the RFP prior to proposal submission. **FIRMS ARE PROHIBITED FROM CALLING VILLAGE STAFF OR VILLAGE COUNCIL WITH QUESTIONS OR SUBMITTING QUESTIONS TO THE VILLAGE REGARDING THIS RFP PRIOR TO SUBMITTAL.** Firms are encouraged to submit their questions in writing to the Contracting Officer with a copy to Mr. Fleming at least three (3) business days before the pre-submission meeting in order to ensure that they will be answered at the meeting.

O. Proposal Due Date

Please submit one (1) original and seven (7) hard copies of the proposal, including price, and one (1) electronic copy of the complete proposal, including price in PDF format on disc of your RFP proposals to:

Ms. Conchita Alvarez, Village Clerk, MMC
88 W. McIntyre Street, Suite No. 220
Key Biscayne, FL 33149

Your proposals must be delivered by 2:00 p.m. on the proposal due date of _____, 2011, as further detailed in paragraph "N" above. Proposals delivered late after the proposal due date and time will not be accepted.

have served as Project Manager on a minimum of three (3) previous such projects in municipalities of the approximate size of Village of Key Biscayne. This individual must be capable of making decisions, and speaking on behalf of the Firm. The Project Manager shall be the primary contact and lead representative to the Village.

- 8 Project References: Provide a schedule of current and past reference projects for the past five (5) years, of similar scope and magnitude provided to other municipalities or governmental agencies, for which the Proposer has provided services and describe those services. In particular, the Village would like to review similar project experience to determine whether or not projects met the schedule and budget requirements. Please include the name of a contact/reference person for each project. Proposer should provide references for all projects summarized using the form provided in Appendix F.

- 9 Conceptual Plan and Proposal Information: Each Proposer shall provide a comprehensive summary of the following:
 - a. Proposed software solution, overview, and capabilities.
 - b. List all specifications for hardware, operating environment, database, mapping and security needed to implement and maintain the proposed software system, including storage and memory requirements, maximum file size, number of records and lengths, etc.
 - c. Implementation methodology, schedule, tasks with target dates.
 - d. Training methodology approach.
 - e. Technical support and maintenance availability.
 - f. Sample reports and screen shots.
 - g. Permitting solutions.
 - h. Licensing structure with fee schedule.
 - i. Implementation schedule indicating tasks and target.

and implementation courses that will be made available to the Village. The training must be comprehensive enough so that the Village's staff and systems administration personnel can effectively operate and maintain the system. Provide support details, including any requirements for modem communication, cost, and problem reporting and tracking methodology used.

- *Ownership*: Provide ownership information, including cost, on the source code in the event the Village drops support of the software and/or the proposer goes out of business.
- *User Groups*: Provide information on active user groups. Describe user conference frequency, location and other details.

13 Special Considerations: The proposal shall describe any special resources which the firm or personnel assigned to the Project may bring to the Project or in-house expertise in technical areas which will specifically benefit the Village.

14 Quality Assurance/Quality Control: The proposal shall provide a detailed description of the firm's quality assurance/quality control review and checking procedures, including describing how coordination, checking and quality assurance/quality control will be accomplished to achieve a one hundred percent (100%) correct, complete, coordinated solution for this Project in compliance with all applicable laws, codes, ordinances, rules and regulations.

15 Pricing Summary: The proposal shall provide the final and complete price for completing the Work required by this RFP. The proposed price must include, but should not be limited to, license fees, modifications, training, travel and per diem expenses, installation, service charges, upgrades, documentation, taxes, discounts, etc. Costs for on-going maintenance and support must be identified. All price tables should be sub-totaled and totaled. Pricing should be broken down as follows:

One Time Project Costs: Proposers should provide a fixed price with an itemized list of costs. The price proposal must represent a comprehensive price that includes all of the Proposer's efforts and resources to satisfy the Scope of Services and all specifications in this RFP. The fixed price

18. Confidential, Proprietary Information:

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the Village request the withdrawal of the confidentiality restriction if such communication would in the Village's sole discretion give to such Proposer a competitive advantage over other Proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Q. Evaluation Criteria and Selection Process

Proposals submitted will be evaluated by an Evaluation Committee, who will review submissions and provide a recommendation to the Village Manager, who shall provide a recommendation to the Village Council. The Village Council will make any contract award.

The Evaluation Committee shall examine each proposal to determine its responsiveness to the requirements of the RFP. Failure to provide the required information may disqualify a proposal as non-responsive, and such proposal will not be considered. The evaluation of proposals and the determination of responsiveness shall be the sole responsibility of the Evaluation Committee and the Village Manager. Such determination shall be based on information provided by the Proposer, as well as other information reasonably available to the Village.

The Evaluation Committee may make such investigations as it deems necessary to determine the ability of the software solution proposed by the

R. Proposal Acceptance

The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request new proposals for the required materials or services. All materials submitted in response to the RFP become the sole property of the Village, which has the right to use any or all ideas presented in any response to the RFP, and the selection or rejection of the proposals does not affect this right.

Any proposal that has been submitted to the Village Clerk may be withdrawn prior to the proposal due date and time stated herein, upon proper identification and signature releasing submittal documents back to the proposing Firm.

S. Other

1. Proposer will receive no reimbursement for its expenses in preparing a submittal, or travel expenses if they choose to visit the site or if Village requests additional written information or oral presentations. The Village shall not be liable for any costs, fees, or expenses incurred by any Proposer in responding to this RFP, or subsequent inquiries or presentations relating to its response.
2. Documentation must be provided in the proposal that clearly identifies the authorized signer of the documents required by the solicitation and his/her authority to bind the firm. Such documentation must indicate that the person has been so designated and given authority by the proposing entity
3. The authorized signer of the proposal response to this RFP must declare by signing Appendices A, B, C, D, E, and F that the person(s), Firm(s) and parties identified in the proposal are interested in and available for providing the services; that the proposal is offered without collusion with any other person(s), Firm(s) and parties; that the proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the proposal has full authority to bind the person(s), Firm(s) and parties identified in the proposal.
4. All materials and documents submitted hereunder shall become the sole property of the Village, and the Village may use and disclose as the Village may deem necessary, reasonable or required by law.
5. The Proposer shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all Village and/or County ordinances, state and federal laws, rules, regulations and professional standards that would apply to this Project and the contract to be awarded.

**APPENDIX A
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Firm/Proposer: _____

Principal Business Address:

Firm Telephone Number: _____

Firm Fax Number: _____

2. Principal Contact Person(s) responsible for direct contact with the Village of Key Biscayne and day-to-day servicing of account:

Name: _____ Title: _____

Telephone No: _____ Fax: _____

Email: _____

Name: _____ Title: _____

Telephone No: _____ Fax: _____

Email: _____

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
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_____	_____	_____
_____	_____	_____
_____	_____	_____

APPENDIX B

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Firm warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Firm warrants that it has read, understands and is willing to comply with all of the requirements of the RFP.

C. Firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written consent of the Village.

D. Firm warrants that all information provided by it in connection with its Proposal and this Project is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Firm warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the Village of Key Biscayne awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Firm acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

Signature of Official:

Name: _____

Title: _____

Firm: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 201____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____, and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)

Personally known to me, or
 Produced identification:

(Type of Identification Produced)

Did take an oath or
 Did not take an oath.

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 pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Qualifications or applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered
in the presence:

FIRM:

By: _____

Print Name: _____

Title: _____

APPENDIX E

ACKNOWLEDGMENT OF ADDENDA TO RFP

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event that the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE

**Appendix G
Price Schedule**

PROPOSED PRICES

The Proposer shall state its price for the Work outlined in this RFP. The Proposer shall submit its flat, fixed prices which are guaranteed for the term of the contract. The Village reserves the right to negotiate prices submitted for each section of work. The prices for any additional work, equipment, or hardware will be negotiated.

The work identified in the following table shall be priced by the Proposer. Prices shall be inclusive of all things necessary to complete the Work. **Prices shall not be conditioned.** The Village will evaluate the Proposer's Total Proposed Price.

Proposer's Total Proposed Price: \$ _____

Price Breakdown:

Maintenance and Support \$ _____

Maintenance Costs: \$ _____

Training Costs: \$ _____

Source Code Ownership \$ _____

One Time Project Costs **\$ _____**

Software \$ _____

Implementation: \$ _____

including data conversion, installation, testing, and training

Hardware, if necessary \$ _____

Operating and System \$ _____

software, if necessary

Maintenance and Support \$ _____

Costs for the twelve (12) \$ _____

month period following system implementation and acceptance

(This is the form of Agreement the Village anticipates awarding to the selected Proposer.)

Contract No.

THIS AGREEMENT made and entered into as of this _____ day of _____, 2011 by _____ and _____ between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Village of Key Biscayne, a Florida municipal corporation, having its principal office at 88 West McIntyre Street, Suite 210, Key Biscayne, Florida 33149 (hereinafter referred to as the "Village"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Building, Zoning and Planning Department Software Permit Tracking System, on a non-exclusive basis, that shall conform to the Scope of Services (**Appendix A**); Village of Key Biscayne's Request for Proposals (RFP) No. _____, and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the Village desires to procure from the Contractor such Building, Zoning and Planning Department Software Permit Tracking System for the Village, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is

order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Village's RFP No. and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Project Manager.

Attention: Jud Kurlancheek, Director of Building, Zoning and Planning

VII. PHONE: (305) 365-8908

VIII. FAX: (305) _____

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of _____ (\$_____). The Village shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Village and the Contractor.

All Services undertaken by the Contractor before Village's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The Village shall not be liable for any such expenses that have not been approved in advance, in writing, by the Village.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Village at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than \$1,000,000.00 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

NOTE: VILLAGE OF KEY BISCAIYNE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the Village. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the Village.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension

this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the Village. The Contractor shall supply competent employees. The Village may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Village property is not in the best interest of the Village. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village.

The Contractor does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE VILLAGE'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Village, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Village. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor shall grant the Village access to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE VILLAGE REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Village.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The

Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The Village may terminate this Agreement if the Contractor or an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation or material misstatement.
- b) The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting for up to five (5) years in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Village Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the Village exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the Village's materials and property;
 - iii. cancel orders;
 - iv. assign to the Village and deliver to any location designated by the Village any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:

- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Village shall terminate this Agreement for default, the Village or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the Village, the Village may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Village may be terminated. Notwithstanding, the Village may, in its sole discretion, allow the Contractor to rectify the default to the Village's reasonable satisfaction within a thirty (30) day period. The Village may grant an additional period of such duration as the Village shall deem appropriate without waiver of any of the Village's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Village prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for re-procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications,

agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Village. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Village, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Village in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Village shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Village, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Village all such Confidential Information existing in tangible form and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Village. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Village of Key Biscayne is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Village's possession may constitute or contain information or materials which the Village has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Village has developed at its own expense, the disclosure of which could harm the Village's proprietary interest therein.

During the term of this Agreement, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Village's property, any computer programs, data compilations, or other software which the Village has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Village (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Village and, if the Computer Software has been leased or purchased by the Village, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

outside the Village for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Village or entities controlling, controlled by, under common control with, or affiliated with the Village, or organizations which may hereafter be formed by or become affiliated with the Village. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

INTENTIONALLY BLANK

ARTICLE 32. INSPECTOR GENERAL REVIEWS

INTENTIONALLY BLANK

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts).

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this

in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and

- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Village.

ARTICLE 37. BANKRUPTCY

The Village reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Village, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists the Village with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to the Village of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the Village for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to the Village for compliance audits.

PHI shall maintain its protected status regardless of the form and method of

Name:

Corporate Seal

Title:

Date:

APPENDIX "B"
PRICE SCHEDULE