

9.

9. CONSENT AGENDA (ANY PERSON MAY REQUEST THAT COUNCIL REMOVE AN ITEM FROM THE CONSENT AGENDA FOR DISCUSSION BY NOTIFYING THE CITY MANAGER/CITY CLERK, OR A COUNCIL MEMBER, PRIOR TO THE MEETING)

b. Award a contract for Government Software to Tyler Technologies, Inc., for MUNIS ASP licenses and services and authorize the City Manager to execute same; 1) modifications, installation, training and travel costs. 2) Annual fee for licensing, off-site hardware, support, maintenance, upgrades, off-site processing, conversion, implementation and training is \$91,643 (rate is guaranteed for 7 years with a 5% increase cap for years 8 through 10 inclusive). Agreement may be terminated for non-appropriation with 30 days written notice to Tyler; 3) Annual software maintenance fee of \$1,620 for Tyler Content Management Software begins in year 2 of agreement (document imaging software). Project estimated timeline is 18 to 24 months

MEMORANDUM

DATE: May 3, 2011
TO: City Council
THROUGH: Judie Zimomra, City Manager
FROM: Sylvia Edwards, Finance Director
SUBJECT: Government Software Systems (Finance, HR/Payroll, Utility Management and Community Development) – Tyler Technologies, Inc. MUNIS ASP

RECOMMENDATION: Award contact for Government Software System to Tyler Technologies, Inc. for MUNIS ASP licenses and services and authorize City Manager to execute the contract. Costs: (1) Initial one time costs of approximately \$81,050 for on-site hardware, software, modifications, installation, training and travel costs. (2) Annual fee for licensing, off-site hardware, support, maintenance, upgrades, off-site processing, conversion, implementation and training is \$91,643 (rate is guaranteed for seven (7) years with a 5% increase cap for years 8 through 10 inclusive). Agreement may be terminated for non-appropriation with thirty (30) days written notice to Tyler. (3) Annual software maintenance fee of \$1,620 for Tyler Content Management Software begins in year two of agreement (document imaging software). Project estimated timeline is 18 to 24 months.

BACKGROUND:

In 1995 the City of Sanibel purchased its current Government Software System from HTE. Newer technology is required in order to improve efficiency and service.

Over the years updates and upgrades have been implemented but the software design continues to utilize the same green screen technology used in 1995. HTE offers a product, NaviLine, which provides users with *windows type browser* screens.

A feature requested by the Citizens of Sanibel is the ability to access and pay their utility accounts online. Additional online services requested include paying for permitting fees and business tax receipts. HTE offers a product for online payments, GovNow.

The cost quoted by HTE to purchase and implement these two products was \$108,220. In addition, HTE's annual maintenance cost of \$54,485 would increase to \$64,950. The underlying 1995 green screen technology would remain unchanged.

Updating the City's software was one of the major initiatives funded by Council in this year's budget.

Before investing more in the City's outdated software platform system, the City issued a Request for Proposal (RFP) on June 10, 2010. On July 15, 2010 the City received seven government-wide software system proposals. The RFP included a software functionality compliance section to assist in evaluating each proposed system's ability to provide the following software efficiency and citizen services features.

SOFTWARE FUNCTIONALITY GOALS

1. Efficiency Features (Software Functionality) Goals

(Governmental Accounting Standards Board) GASB 34 Reports (Comprehensive Annual Financial Reporting Tool) – Currently the CAFR reports are prepared using 11 separate linked excel files containing multiple worksheets. All data is manually entered from multiple HTE reports.

Ability to easily import and export data would eliminate double entering information and reduce error risk.

Position Control Module (Utilized for hiring, payroll and budgeting) – Currently approved positions are maintained in a separate database by Administrative Services, employee information is maintained in a payroll program that integrates with the general ledger, payroll budgeting is prepared using an excel spreadsheet that is reconciled with Administrative Services database and the payroll program.

Applications that will interface with GIS system – Sharing of GIS data among applications (Permit & Building, Code Enforcement, Utilities, Business License, and Finance)

Electronic workflow processes for procedural and approval processes – Decrease in paper and printing cost. Decrease in turn-around time for the reporting and approval processes required in purchasing, leave requests, payroll, permitting, inspections.

Applications that interface with document scanning and storage software. Easily find and assemble documentation for grants and disaster reimbursement filing, for responding to a public records request or preparing documents for auditing agencies.

Robust reporting capabilities – ease in customizing standard reports or creating new reports to meet the City's needs. Reports may be displayed on screen, converted into a PDF document, imported into excel, or emailed to a recipient.

Work order system integrated with all software modules including payroll, payables, utilities, fleet maintenance, facilities maintenance, fixed assets, permitting, code enforcement, miscellaneous billing. A system that can be utilized for receiving, tracking and responding to customer requests, tracking project costs, tracking and reporting grant costs, scheduling maintenance work, billing for work performed by various City departments.

2. Citizen Services Goals

View and pay bills

- Utility Bills
- Permits
- Business Tax Receipts
- Animal Licenses
- Miscellaneous Receivables

Email Billing

- Utility Bills

Applications Online

- Permit application
- Permit application tracking
- Inspection details/status
- Request inspections
- Business tax receipt application

Report and track status of

- Non-emergency requests
- Citizen service requests

FY2011 CAPITAL BUDGET FOR NEW GOVERNMENT SOFTWARE SYSTEM

Last year City Council approved a total of \$362,609 in the FY2011 budget from the following sources:

- MIS Capital Budget - \$282,609 (\$166,000 rolled over from FY2010 that had been budgeted for HTE upgrades and \$116,609 rolled over from FY2010 that was budgeted for GIS implementation. The feasibility of utilizing the County's GIS system decreased the GIS projected costs from \$201,609 to \$75,000. \$75,000 was rolled over from FY2010 for GIS implementation. No additional new funding required from general fund.)
- Building Department - \$30,000 (New funding)
- Sewer System - \$50,000 (New funding)

SELECTION PROCESS:

A detailed description of the selection process may be found in Appendix A. Following is a chronological recap of the selection process:

June 10, 2010	Request for Proposal (RFP) Released
July 15, 2010	Deadline for Proposals
July 15-29, 2010	A software committee composed of representatives from all City departments reviewed and evaluated the RFP responses. Presentations were scheduled for the top five candidates.
August 16, 17 & 30	Each candidate was allocated one-half day for their presentation. The purpose of the short half day presentation was to narrow the selection down to two candidates.
August 31, 2010	The committee selected the top two candidates: Tyler Technologies MUNIS and New World Systems.
October 6 & 7	2-day presentation scheduled for New World Systems
October 13, 2010	On-site visit to the City of Winter Haven, Florida to meet with City of Winter Haven Staff and observe their experience and use of New World Systems
October 19, 2010	On-site visit to the City of North Lauderdale, Florida to meet with City of North Lauderdale staff and observe their experience and use of Tyler Technologies MUNIS
October 20 & 21	2-day presentation scheduled for Tyler Technologies MUNIS
November 3, 2010	Committee discussed visits and presentations. Neither of the Cities visited utilized the building/permitting product to its fullest potential. Additional one-day presentations were requested.
November 10, 2010	One-day presentation on Community Development software by Tyler Technologies MUNIS. Discussions and demonstrations focused on daily procedures.
November 22, 2010	One-day presentation on Community Development software by New World Systems. Discussions and demonstrations focused on daily procedures.
January 3, 2011	Committee met to discuss the presentations, site visits and make a final decision.

The Committee recommended Tyler Technologies MUNIS.

ALTERNATIVES

As discussed previously before investing more in the City's current system, a RFP was issued on June 10, 2010. Below is a recap of the three alternatives and costs for the current system and two MUNIS alternatives and costs. A seven-year period was used for the cost analysis to include equipment replacement costs and annual maintenance fee increases for each alternative. A complete detail analysis of the five options may be found in Appendix B.

Option 1 – Keep current system with no changes. Total seven-year cost \$719,108.

Option 2 – Purchase NaviLine and GovNow upgrades for current system. GovNow upgrade provides the ability for customers to make payments online. In order to use GovNow the NaviLine upgrade would be required. NaviLine is a browser user interface that mirrors the ease and use of a windows based program for users. The two upgrades would be add-ons to the current system. Total seven-year cost \$915,360. Included in the seven-year costs is an initial one time costs of \$133,200.

Option 3 – A proposal was received from the City's current software vendor to upgrade to their new product OneSolution. However, the Utility Billing/Customer Information System is not scheduled for release until sometime in 2012. Less than ten of their current customers are on OneSolution. Total seven-year cost \$739,047 (includes an annual maintenance discount of \$27,528 for the first seven years; does not include the cost for purchase, conversion and implementation of the Utility Billing/Customer Information System; includes an initial one time cost of \$307,005). This option would require continued maintenance of two operating systems and additional costs for the utility system eventually making this option the most costly in dollars and staff support.

Option 4 – Tyler Technologies MUNIS provides the most functionality (see cost and functionality comparison schedule in Appendix B). Option 4 represents the traditional software purchase model. The City purchases and maintains the servers on site for the software, purchases the software licenses, and pays for conversion, implementation and training costs as incurred. City staff would also maintain the software system and the related peripheral equipment and be responsible for implementing enhancements and upgrades to the software. During the conversion staff will be maintaining two operating systems. The new online services will require additional monitoring and support. In the event of a disaster the equipment is moved off site. The total seven-year cost for this option \$760,290. Included in the seven-year costs is an initial one time cost \$423,350.

Option 5 – With the Tyler Technologies MUNIS application service provider (ASP) model the vendor hosts the software on their servers. The vendor maintains the software and the related peripheral equipment, implements upgrades and enhancements overnight with no local personnel involvement, host all hardware and software and manages all traffic for online services. In the event of disaster citizens, customers, vendors, and employees would still have access to the online system. The cost for conversion, implementation, and training is spread over the seven years providing the least expenditure for initial one time costs \$81,050. The total seven-year cost for this option is \$760,432.

RECOMMENDATION

Staff recommends **Option 5** Tyler Technologies MUNIS application service provider (ASP) model. The seven-year total cost differential between the City's current system and the MUNIS ASP product is \$41,324. The estimated seven-year recurring costs are \$39,726 less than the City's current system.

- The system provides the software functionality goals discussed previously
- No servers to purchase or maintain locally for the system
- Vendor is responsible for repairs, upgrades and replacements of server hardware
- All installation, enhancements, support and file maintenance for the applications, database, and operating system are maintained by the vendor
- Fully redundant telecommunication access, electrical power and required hardware are maintained by the vendor in order to provide access to the MUNIS applications in the event of disaster or component failure
- Vendor performs daily administrative tasks
- Ability to process payroll/accounts payable and cut checks from a remote location if an emergency occurs
- Data center is located in Falmouth, Maine; off-site mirrored center located in Boston, Massachusetts
- Minimal other hardware to purchase or maintain locally
- Least expensive for initial one-time costs

Attachments:

Agreement between Tyler Technologies, Inc. and City of Sanibel
Appendix A - Selection Process
Appendix B - Software Options Analysis

Agreement

Ken + Bert are
working on Agreement.

Appendix A
The City of Sanibel
Process to Identify Governmental Software Replacement

- May 2010, RFP (Request for Proposal) process began.
- June 10, 2010 RFP'S were available. (**See RFP**)
- June 17, 2010, The City accepted vendor questions. Answers were posted on the City website and forwarded to intent to propose respondents.
- July 15, 2010, Responses collected and due.
- The following software vendors responded to the RFP:

ADG
ADP (Payroll Only)
Edmunds & Associates
New World Systems
Springbrook
Sungard Public Sector
Tyler Technologies Munis
Tyler Tecnologies Incode

- A software committee was created composed of representatives from all City departments. The committee's main objective was to review the RFP responses, take part in on-site visits, attend software demonstrations, conduct phone calls with other City's and ultimately choose the best possible software to complete City processes. The following city employees were representatives:

Gates Castle (Public Works)
Mike Claney (MIS)
Michael Cooper (Police)
Holly Downing (Natural Resources)
Jai Earle (Recreation)
Sylvia Edwards (Finance)
Elaine Fannon (Finance)
Barb Gennity (Recreation)
Jim Isom (Administration)
Scott Krawczuk (Public Works)
Ben Pople (Building)
Dana Raco (Permits)
Bert Smith (MIS)
Pamela Smith (Administration)
Laura Wesserling (Permit)

- To help facilitate the selection process, Finance devised a ranking system. Five sections were analyzed and ranked by the committee members. The company background and qualifications, the software offered, the cost, technology and implementation and support were ranked. (**See Exhibit A**) This ranking was totaled and the vendors with the 5(five) highest scores were asked by the committee to complete half day presentations. They were:

New World Systems
SunGard Public Sector
Tyler Technologies Munis
Tyler Technologies Incode
Springbrook

- The presentation schedule was as follows:

Tyler Technologies Munis	8/16/2010 (8:30am to 12:00pm)
SunGard Public Sector	8/16/2010 (1:00pm to 4:30pm)
New World Systems	8/17/2010 (8:30am to 12:00pm)
Tyler Technologies Incode	8/17/2010 (1:00pm to 4:30pm)
Springbrook	8/30/2010 (1:00pm to 4:30pm)

The committee composed a series of questions dealing with a new system implementation that required response during the presentations. The purpose of these short half day presentations was to narrow our search to 2(two) candidates.

- 7/29/2010 and 8/24/2010, Committee meetings were held to discuss the selection process especially the choice of the final 2(two) candidates. The committee received feedback from the presenters that they did not feel a half day was enough time to properly present their software. As a result, the committee determined that with the selection of the final 2(two) candidates they would each present for two days. In addition, certain committee members would take part in on-site visits to other municipalities that had purchased the software in Florida. Plus, an in depth discovery would be completed concerning references that were supplied.
- 8/31/2010, a committee meeting was scheduled to pick the final 2(two) candidates. Again, to help facilitate the selection process, Finance devised a ranking system. Evaluation factors were ranked with a score of 1(one) to 5(five) with 5(five) as the maximum points. (**See Exhibit B**) All committee ranking forms were tallied and the vendors with the highest scores represented the top 2(two) candidates. The committee's selection were:

Tyler Technologies Munis
New World Systems

- 9/14/2010, the committee met. The on-site meetings were discussed and planned. It was determined, based upon the above vendor's reference list, that trips to Winter Haven Florida to view New World System on 10/13/2010 and North Lauderdale Florida to view Tyler Technologies Munis on 10/19/2010 would be completed. The following committee members attended:

Laura Wesslering (Permitting)
Dana Raco (Permitting)
Ben Pople (Planning)
Elaine Fannon (Finance)
Sylvia Edwards (Finance)
Bert Smith (MIS)
Mike Claney (MIS)

Also, the 2(two) day presentations were scheduled for 10/6/2010 & 10/7/2010 for New World Systems and 10/20/2010 and 10/21/2010 for Tyler Technologies Munis. All employees who interact with the existing software were asked to attend. The Citizens Services module was of high importance and should be scrutinized at both the on-site trips and the presentations.

References were discussed. The committee decided that they needed a more detailed list of references both in Florida and out of state. Phone calls could be made to other municipality department heads to determine their experiences with the above vendors.

- 11/03/2010, the committee met. Discussion focused on the on-site trips. Much confusion arose due to these Cities's inability to fully implement and document their processes which led to much inefficiency. Both systems were not implemented properly and were not being utilized to their fullest potential. Most of the issues were with the City's Building/Permitting departments. As a result, the committee recommended that we ask the two (2) candidates back for one day each to focus on the Building/Permitting areas.

Also, a survey was created by Finance. (**See Exhibit C**) This survey was sent to the Finance Directors of referenced municipalities. This information was shared with the committee.

- Tyler Technologies Munis and New World Systems on 11/10/2010 and 11/22/2010 respectively presented the Community Development software to the departments involved. Discussions and demonstrations focused on daily procedures. Both systems were reviewed positively by the employees.
- 1/03/2011, the committee met to discuss the choice of the top candidate. An analysis was completed by Sylvia Edwards comparing the Finance software, Community Development software, Utilities software, Document Imaging, Workflow, E-Services, Other Services, Cost and any other considerations. (**See Exhibit D**) With the help of this analysis, the committee was able to make a decision. The software offered from both Tyler Technologies Munis and New World was very similar. However, Tyler Technologies Munis offered more pieces than New World. The City would have to purchase these programs separately as "third party" incurring additional cost and effort. Also, New World Systems did not offer Disaster Recovery services, Cloud Computing or a system management service. Therefore, the committee recommended the City choose Tyler Technologies Munis.
- **Exhibit E** – Recap of Software Proposals – Applications, Services and Fees

EXHIBIT A
Service to be ranked:
SOFTWARE SYSTEMS DEVELOPMENT

SUMMARY RANKING SHEET

Name of Community:	CITY OF SANIBEL, LEE COUNTY, FLORIDA
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Firm A:	ADG
Firm B:	ADP (Payroll Only)
Firm C:	Edmunds & Associates MCSJ
Firm D:	New World Systems
Firm E:	Springbrook
Firm F:	Sungard Public Sector
Firm G:	Tyler Technologies Munis
Firm H:	Tyler Technologies Incode

	EVALUATION FACTORS	POSSIBLE POINTS	A	B	C	D	E	F	G	H
1.	Company Background & Qualifications	20	120		80	170	140	130	160	155
2.	Software/Schedule "F"	20	15		15	20	15	15	20	15
3.	Cost	10	DotNet		DotNet	DotNet	DotNet/Naviline	DotNet	DotNet	0
4.	Technology	20	15		10	15	15	20	15	15
5.	Implementation & Support	20	15		15	20	10	15	20	15
6.	References	20								
7.	Presentation Quality	10								
	TOTAL	120	165		120	225	180	180	215	200

First Ranked Firm is:	
Second Ranked Firm:	
Third Ranked Firm is:	
Fourth Ranked Firm is:	

Proposal Ranked by: **Total by Committee**

Signature: _____

EXHIBIT C
REQUEST FOR PROPOSALS
SOFTWARE SYSTEMS
REFERENCE SURVEY

	Very Satisfied	Satisfied	Not Satisfied
1. How would you rate your experience with the data conversion?			
2. How satisfied were you concerning the conversion of all data?			
3. If data extraction was completed by the vendor, how satisfied were you with the process?			
4. How would you rate your experience with support and training?			
5. How would you rate your experience with process mapping?			
6. How satisfied were you with the system meeting your expectations?			
7. How would you rate the ease of system use?			
8. How would you rate the ease of completing Ad-hoc reporting?			
9. How satisfied are you with on-going training?			
10. How satisfied are you with on-going upgrades and enhancements?			
11. How would you rate the system GIS integration capabilities?			
12. If participating in User's Group forums, how satisfied are you with response and conferences?			

Municipality _____

Title _____

Name _____

EXHIBIT D

FINANCE

NEW WORLD

MUNIS

General Ledger		Included	Included
Budgeting		Included	Included
Accounts Receivable & General Billing		Included	Included
A/P		Included	Included
Purchasing		Included	Included
Requisitions		Included	Included
Purchase Orders		Included	Included
Bid Management		Included	Included
Contract Management		Included	Included
HR & PR		Included	Included
Position Control		Included	Included
Timekeeper/electronic leave request	*	Third Party	Included
Work scheduler	*	Third Party	Included
Payroll processing & reporting		Included	Included
Grant & Project Accounting		Included	Included
Create rates & rules for reimb billing	*	No	Included
Cal & bill for reimb	*	No	Included
Work Orders		Included	Included
Fleet Management	*	Third Party	Included
Facility Management	*	Third Party	Included
General Work orders		Included	Included
Financial Reporting		Included	Included
CAFR		Included	Included
Budget		Included	Included
Treasury Management		Included	Included
Cashiering		Included	Included
Fixed Assets		Included	Included

COMMUNITY DEVELOPMENT

Parcel Management		Included	Included
GIS Integration (ESRI)	*	Yes	Yes. Plus MUNIS Maplink Program
Building Permitting		Included	Included
Planning		Included	Included
Business Licenses		Included	Included
Contractor Renewals	*	Included, auto links w/business license	Included, must click box to link w/business licenses
Code Enforcement		Included	Included
Animal Licensing		Included	Included
Reporting		Included	Included

UTILITIES

Billing		Included	Included
Special Assessment Loan Program	*	Under development	Included
Reporting		Included	Included

DOCUMENT IMAGING

Document Imaging	*	Included, must scan and attach each document	Included, barcode scanning feature and auto creates produced documents (cks invoices etc)
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WORKFLOW

Electronic review, approval process		Included	Included
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E-SERVICES

Customers/Citizens		Included	Included
Employees		Included	Included
Vendors		Included	Included

OTHER SERVICES

Disaster Backup Service	*	Third Party	Yes
ASP (Application Service Provider)	*	Third Party	Yes
System Management Service	*	No	Yes

COST

RFP - Cost Comparison	*	Proposal - approx. \$125,000 more over 7 yr period	Proposal - approx. \$125,000 less over 7 yr period
RFP - 7 yrs maintenance costs	*	Only provided 5 yrs	Provided 7 years
RFP - requested detail pricing	*	Quote provided in lump sum for each category	Quote provided in detail

OTHER

Software Site Licenses	Limited Number (NW stated would provide number needed to implement)	Unlimited
Florida Permit Surcharge	* Appears to be functional	Modifications completed
Compatibility with v. higher > Explorer 7	Compatible w/Explorer 7 & 8, working on 9 compatibility	Compatible with higher versions

Exhibit "E"									
Software Vendor	Application Software Fees	ADG	Edmunds & Assoc.	New World Systems	Springbrook	SunGard Public Sector	Tyler Technologies Munis	Tyler Technologies Incode	
SOFTWARE Financial Management	Asset Management	5,000.00	Incl		12,000.00	6,300.00	4,400.00		
	Project Accounting	Incl	Incl		6,000.00	Incl	3,300.00		
	Misc. Billing & Receivables	Incl	8,000.00		5,000.00	1,560.00	5,500.00		
	Special Assessment/Loans	Incl	Not Incl	Not Incl	Not Incl	Incl	Incl	Not Incl	
	Electronic (web based) Misc Billing	Not Incl	Not Incl	Not Incl	Not Incl	Incl	Incl	Not Incl	
	Government (GASB) Reporting	Incl	Incl			Incl	Incl		
	Bank Reconciliation	Incl	Incl		750.00	Incl	6,500.00		
	General Ledger	15,000.00	20,000.00	48,800.00	12,000.00	31,640.00	14,250.00		
	Accounts Payable	Incl	Incl			Incl	Incl		
	Electronic Vendor Payments	Not Incl	Not Incl		Not Incl	Incl	2,750.00	Not Incl	
	Budgeting System	Incl	Incl			7,875.00	Incl		
	Purchasing Card	Incl	Incl			904.00	Incl	Incl	
	Investment Tracking	Not Incl	Not Incl	Not Incl	Not Incl	Not Incl	Not Incl	Not Incl	
	Debt Service	Not Incl	Not Incl	Not Incl	Not Incl	Not Incl	Not Incl	Not Incl	
	Work Orders	5,000.00	10,500.00		11,500.00	6,300.00	5,500.00		
	Purchase Order & Encumbrance Tracking	Incl	Incl		4,000.00	Incl	4,400.00		
	Requisition Processing	5,000.00	Incl	Not Incl	4,000.00	Incl	2,750.00		
	Cash Management	Incl	Incl		5,000.00	Incl	8,750.00		
	Electronic (web based) Payments	Not Incl	Not Incl			Incl	3,850.00	Not Incl	
	Business Analytics	Incl	Incl			Incl	Incl		
	Custom Report Writer	Incl	Incl			Incl	4,500.00		
	HR/Payroll	Employee Event Tracking	24,000.00	10,500.00		Incl	Incl	10,450.00	
		Payroll Processing	6,000.00	10,500.00	35,200.00	9,750.00	Incl	16,100.00	
		Personnel Saction Processing	Incl	Incl			Incl	Incl	
		Benefits Administration	Incl	Incl		9,000.00	Incl	Incl	
Position Budgeting		Incl	???			Incl	Incl		
COBRA Billing		Incl	Incl	Not Incl		Incl	Incl		
Time & Attendance Interface		5,000.00	Incl			Incl	Incl	Not Incl	
Electronic (web based) Employee Info		Incl	Not Incl			Incl	Incl		
Electronic (web based) Benefits Admin		Incl	Not Incl		Not Incl	Not Incl	Incl	Not Incl	
Business Analytics		Incl	Incl			Incl	Incl	Not Incl	
Custom Report Writer		Incl	Incl			Incl	Incl		
Utility Management		Sewer/Reclaimed Water Billing/Maint	12,000.00	15,000.00	23,200.00	9,000.00	4,662.00	13,250.00	
		Service Order Processing	Incl	Incl			Incl	Incl	Incl
		Meter Processing	Incl	Incl		3,500.00	Incl	Incl	
		Business Analytics	Incl	Incl			Incl	Incl	
	Electronic Sewer Billing	5,000.00	Incl				8,573.00		
	Electronic (web based) Sewer Payments	Incl	Incl			Incl	Incl		
	Electronic Payment Processing	Incl	Incl			Incl	Incl		
	Custom Report Writer	Incl	Incl			Incl	Incl		
	GIS Integration	Incl	Incl		3,500.00	Not Incl	Incl	Not Incl	
	Community Development	Business Licensing	9,000.00	Incl	45,600.00	6,000.00	Incl	3,300.00	
Parcel Management		8,000.00	Incl			Incl	Incl		
Permits		4,000.00	15,000.00		6,000.00	Incl	6,600.00		
Code Enforcement		4,000.00	Incl		6,000.00	Incl	6,600.00		
Integrated Mobile connectivity/field officers		Not Incl	Incl		6,000.00	Incl	6,600.00	Not Incl	
Requests for Services Tracking		Incl	Incl		Not Incl	Incl	Incl	Not Incl	
GIS integration		Incl	Incl			Incl	Incl	Not Incl	
Electronic (web based) Parcels		Not Incl	Incl	Not Incl	Not Incl	Incl	2,750.00	Not Incl	
Electronic (web based) Permits		Not Incl	Incl	Not Incl	Not Incl	Incl	Incl	Not Incl	
Electronic (web based) Licenses		Incl	Incl			5,798.00	Incl	Not Incl	
Electronic (web based) Payments		Not Incl	Incl			8,213.00	Incl	Not Incl	
Business Analytics		Incl	Incl			11,250.00	Incl	Not Incl	
Custom Report Writer		Incl	Incl			Incl	Incl		
Other		Animal Licensing	8,000.00	6,500.00	Not Incl	Incl	Not Incl	1,650.00	Not Incl
		Parking Permits (Vehicle Stickers)	8,000.00	Not Incl			Incl	2,750.00	Not Incl
	Electronic Document Imaging & Storage	Incl	Incl			Incl	9,000.00	Not Incl	
	Evaluate business processes/workflow	Incl	Incl			Incl	9,000.00	Not Incl	
	Other Required System Software	8,000.00	12,500.00	47,200.00	15,000.00	6,450.00			
	Forms Processing	Not Incl	Not Incl			Incl	7,500.00		
	Special Event Permits	Not Incl	Not Incl			Incl	Incl	Not Incl	
	TOTAL SOFTWARE	131,000.00	108,500.00	200,000.00	128,000.00	99,525.00	139,800.00	145,682.00	
	Data Conversion								
	Convering Data from AS400 to new system	32,400.00	23,000.00	40,000.00	49,200.00	4,000.00	31,400.00	50,924.00	
Optional Conversion costs (Modifications)	10,800.00	55,000.00							
Installing data			9,000.00						
Installation & Setup			5,000.00	25,000.00		26,250.00			
TOTAL CONVERSION COSTS	43,200.00	78,000.00	54,000.00	74,200.00	4,000.00	57,650.00	50,924.00		
Implementation Training & Support									
Training	33,600.00	-	98,000.00	145,200.00	193,480.00	153,400.00	92,000.00		
Process Mapping		-	45,000.00						
TOTAL IMPLEMENTATION	33,600.00	-	143,000.00	145,200.00	193,480.00	153,400.00	92,000.00		
Other									
Travel	Not Incl	Not Incl	37,500.00	Not Incl	-	51,600.00	19,750.00		
Est Cost of Optional Software "Not Incl"									
TOTAL OTHER	-	-	37,500.00	-	-	51,600.00	19,750.00		
Summary of Charges									
Software	131,000.00	108,500.00	200,000.00	128,000.00	99,525.00	139,800.00	145,682.00		
Modification/Data Conversion Costs	43,200.00	78,000.00	54,000.00	74,200.00	4,000.00	57,650.00	50,924.00		
Implementation Training & Support Costs	33,600.00	-	143,000.00	145,200.00	193,480.00	153,400.00	92,000.00		
Other Potential Costs	-	-	37,500.00	-	-	51,600.00	19,750.00		
Total	207,800.00	186,500.00	434,500.00	347,400.00	297,005.00	402,450.00	308,356.00		
Annual Maintenance Year 1	19,650.00	-	40,000.00	28,340.00	41,292.00	1,950.00			
Annual Maintenance Year 2	19,650.00	19,440.00	40,000.00	29,757.00	41,292.00	30,172.00	29,985.00		
Annual Maintenance Year 3	19,650.00	20,412.00	40,000.00	31,245.00	41,292.00	31,680.00	31,484.00		
Annual Maintenance Year 4	19,650.00	21,437.00	40,000.00	32,807.00	41,292.00	33,264.00	33,058.00		
Annual Maintenance Year 5	19,650.00	22,509.00	40,000.00	34,447.00	41,292.00	34,928.00	34,711.00		
Annual Maintenance Year 6	19,650.00	23,635.00	42,000.00	36,170.00	41,292.00	36,674.00	36,447.00		
Annual Maintenance Year 7	19,650.00	24,816.00	44,100.00	37,978.00	41,292.00	38,508.00	38,269.00		
Maintenance of Optional Software "Not Incl"									
Total Maintenance	137,550.00	132,249.00	286,100.00	230,744.00	289,044.00	207,176.00	203,954.00		
GRAND TOTAL	Budget = \$350,000.00	345,350.00	318,749.00	720,600.00	578,144.00	586,049.00	609,626.00	512,310.00	
	Grading Points	10	10	1	4	10	3	10	
Type of System Proposed		DotNet	DotNet	DotNet	DotNet	DotNet/Naviline	DotNet	DotNet	
Disaster Recovery		4,200 annual	Not Incl	Not Incl	Not Incl	Not Incl	6,946 annual	Not Incl	

City of Sanibel, Florida

Invitation for Proposals

The City of Sanibel, Florida is requesting proposals from providers of governmental software systems.

Proposals will be evaluated by a selection committee. The Request for Proposals will be available on Thursday, June 10, 2010 and will be due and opened at 2:00p.m. on Thursday, July 15, 2010.

For further information, you may visit the City's website at www.MySanibel.com/Departments/Finance.

To receive a copy of the complete Request for Proposals, please make contact in writing by mail, fax or email to the following:

CITY OF SANIBEL
800 Dunlop Road
SANIBEL, FL 33957
Fax: 239-472-3065
Email: Elaine.Fannon@MySanibel.com

CITY OF SANIBEL
 Finance Department
 500 Dunlap Road
 Sanibel, FL 33957
 PH. 239-472-9615 FX. 239-472-0665

MAILING DATE	TITLE	NUMBER	CLOSING DATE & TIME
PRE-BID DATE, TIME AND LOCATION:			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	
MAILING ADDRESS	
CITY-STATE-ZIP	
PH:	EMAIL:
FX:	WEB ADDRESS:

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

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE

PLEASE NOTE THE FOLLOWING:

- > This page must be completed and returned with your bid.
- > Bids must be submitted in a sealed envelope, marked with bid number & closing date.
- > Bids received after the above closing date and time will not be accepted.
- > If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.

REQUEST FOR PROPOSALS
FINANCE, HR/PAYROLL, UTILITY MANAGEMENT AND COMMUNITY
DEVELOPMENT SOFTWARE SYSTEMS

TENTATIVE TIME FRAME

City of Sanibel

The following will be the guide for deadlines for the contract award. Dates are subject to change.

June 10, 2010	Issue RFP.
June 17, 2010 2PM	Deadline for City receiving RFP questions.
June 21, 2010 2PM	Answers to questions posted on City Website and forwarded to intent to propose respondents.
July 15, 2010 2PM	RFP'S due from software vendors.
July 15, 2010 4PM	RFP's disbursed to Committee Members.
July 22, 2010 1:30PM	Committee meeting to rank software vendors
July 28, 2010	Executive Staff Meeting discusses Committee's rankings.
Aug. 5 – 9, 2010	Schedule software vendor presentations.
Aug. 9, 2010	Committee meeting for final recommendation.
Aug. 12-17, 2010	Negotiations with administrative staff. Contract document preparation and review by City Attorney.
Sept. 11, 2010	Council meeting to award contract.

REQUEST FOR PROPOSALS

FINANCE, HR/PAYROLL, UTILITY MANAGEMENT AND COMMUNITY
DEVELOPMENT SOFTWARE SYSTEMS

BIDDER'S CHECKLIST

City of Sanibel

- | | Initial |
|--|--------------------------|
| 1. Original proposal ("The Request for Proposal Form") must be signed, in ink, by a corporate officer, partner or proprietor completed and enclosed. | <input type="checkbox"/> |
| 2. Proposal submitted in a sealed envelope. | <input type="checkbox"/> |
| 3. Envelope <u>plainly marked on its outside</u> with " <u>BID NUMBER 10-FIN01 & CLOSING DATE JULY 15, 2010;</u> " 2:00 PM. | <input type="checkbox"/> |
| 4. An original and nine (9) complete copies of the response should be enclosed. | <input type="checkbox"/> |
| 5. A concise overview of the system proposed should be completed and enclosed. | <input type="checkbox"/> |
| 6. All questions concerning company background and qualifications should be answered and enclosed. | <input type="checkbox"/> |
| 7. At least five (5) public sector customer references enclosed. | <input type="checkbox"/> |
| 8. Narrative descriptions of the proposed software enclosed. | <input type="checkbox"/> |
| 9. Information concerning system requirements and capabilities enclosed | <input type="checkbox"/> |
| 10. All questions concerning implementation and support answered and enclosed. | <input type="checkbox"/> |
| 11. All cost information enclosed. | <input type="checkbox"/> |
| 12. "Exhibit D" Pricing Schedule Forms completed and enclosed. | <input type="checkbox"/> |
| 13. A sample of the proposed License Agreement enclosed. | <input type="checkbox"/> |
| 14. All Software Functionality Response Forms (Exhibit F) completed and enclosed. | <input type="checkbox"/> |
| 15. Complete and enclose "Bidder's Checklist". | <input type="checkbox"/> |

REQUEST FOR PROPOSALS

FINANCE, HR/PAYROLL, UTILITY MANAGEMENT AND COMMUNITY DEVELOPMENT SOFTWARE SYSTEMS

City of Sanibel, Florida

NOTICE INVITING PROPOSALS

The City of Sanibel is requesting sealed proposal(s) from providers of governmental software systems at the Office of the Finance Director, City of Sanibel, 800 Dunlop Road, Sanibel, Fl 33957, until 2:00 PM Thursday, July 15, 2010.

DESCRIPTION OF PROFESSIONAL SERVICES DESIRED

The services desired by the City pursuant to this RFP and provisions related to it are described in the following exhibits, which are incorporated herein by this reference.

- EXHIBIT "A" – DESCRIPTION OF CITY AND GOVERNMENT ORGANIZATION
- EXHIBIT "B" – SCOPE OF SERVICES
- EXHIBIT "C" – PROPOSAL FORMAT
- EXHIBIT "D" – SUPPLEMENTAL DATA
- EXHIBIT "E" – PRICING SCHEDULE FORMS
- EXHIBIT "F" – SOFTWARE FUNCTIONALITY RESPONSE FORMS

PROPOSAL AWARD/REJECTION

A proposal award, if a proposal is awarded, will be made to the most responsible professional services provider whose proposal complies with the City's requirements as set forth herein. The City may interview selected proposers. The City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. The City also reserves the right, in its sole discretion, to reject any proposal which fails to meet the proposal requirements in any respect, to reject any or all items if in its judgment the item does not meet the needs of the City, or for any reason it deems suitable.

PROPOSAL SUBMITTAL REQUIREMENTS

All proposals shall be in compliance with the following requirements. Failure to comply with the requirements shall be grounds for the rejection of a proposal.

1. The original proposal ("The Request for Proposal Form") must be signed, in ink, by a corporate officer, partner or proprietor.
2. Proposal may be hand delivered, mailed, or delivered via courier service. Faxed or emailed proposals will **not** be accepted.
3. The cost for required services shall accompany all proposals. Proposals shall include a supported breakdown of these costs.
4. The proposal must be submitted in a sealed envelope plainly marked on its outside with "BID NUMBER 10-FIN01 & CLOSING DATE JULY 15, 2010" (2PM)
5. Submit an original and **nine (9)** complete copies of the response at the Office of the Finance Director, City of Sanibel, 800 Dunlop Road, Sanibel, Fl 33957, until 2:00 PM Thursday, July 15, 2010.

CITY OF SANIBEL – REQUEST FOR PROPOSALS

FINANCE, HR/PAYROLL, UTILITY MANAGEMENT AND COMMUNITY DEVELOPMENT SOFTWARE SYSTEMS

EXHIBIT “A”

DESCRIPTION OF CITY AND GOVERNMENT ORGANIZATION

Located on the Gulf Coast of Southwest Florida and linked to the mainland by the Sanibel Causeway, the City of Sanibel is a small barrier island sanctuary of an estimated 6,329 residents. The population lives in harmony with the island's wildlife and natural inhabitants. More than half of Sanibel Island is preserved in its natural state as wildlife refuges. The City was founded in 1974 with a Council-Manager type of government.

The City government organization consists of the following functions:

- Administration
- Finance
- Management Information Systems
- Human Resources
- Building
- Natural Resources
- Planning
- Public Works
- Recreation
- Police
- Sewer Utility
- Beach Parking

The City's website is www.mysanibel.com. Also, the Recreation department utilizes **RECTRAC** Software that would need to be integrated with any new system.

The Request for Proposal is for computer software system and software maintenance services for the City of Sanibel. The City recognizes that, from time to time, other and/or additional specialized web site design and maintenance services are needed and therefore reserves the right to utilize additional services in specialized areas when appropriate.

Existing Software and Hardware Platform

While it is greatly preferable that the City reuse as much of the existing hardware and software platform as possible, a proposal will not be rejected out of hand for incompatibility with the existing platform.

NOTE: NO hardware or platform software will be purchased directly from this proposal from the selected firm, or any parent or subsidiary of the selected firm. The selected firm shall provide specifications sufficient for the City to solicit quotes for any required related items. The selected firm or its related entities may then bid separately on any such solicitation; such bid will be considered with equal weight in respect to all other bids received.

Financial Management & Community Development Software

The City currently uses SunGard HTE as its financial management and community development software. RecTrac is utilized by the recreation center for tracking and reporting financial transactions, membership activity and program activities.

Operating System Platform

iSeries:I5 O/S V5R4

Database

Sungard HTE Proprietary

Input Devices

Data is transferred electronically from RECTRAC. SoftwareData from workstations currently enters through IBM'S Client Access Software (5250 Emulation Software).

Output Devices

IBM Infoprint 6500 Line, PrinterLexmark E220 – Receipt Printer. Standard Windows compatible Laser Jet printers. Additionally, data is transferred electronically for payroll and utility billing.

Desktop

Minimum OS: Windows XP Pro. Future OS: Windows 7 Business

Hardware

Minimum – 2GB RAM, 2GHz Processor Dual Core

CITY OF SANIBEL – REQUEST FOR PROPOSALS

**FINANCE, HR/PAYROLL, UTILITY MANAGEMENT AND COMMUNITY DEVELOPMENT
SOFTWARE SYSTEMS**

EXHIBIT “B”

SCOPE OF SERVICES

The selected vendor will provide City-wide software system and maintenance support services.

SOFTWARE APPLICATIONS

The core software applications anticipated to meet the requirements of this RFP are:

Financial Management Suite

- Asset Management
- Project Accounting
- Misc. Billing & Receivables
- Special Assessment/Loans
- Government (GASB) Reporting
- Data Views/Financial Report Writer
- Bank Reconciliation
- General Ledger
- Accounts Payable (4,030 checks issued per year)
- Electronic Vendor Payments
- Budgeting System
- Purchasing Card
- Work Orders
- Purchase Order & Encumbrance Tracking System (2,375 Purchase Orders per year)
- Requisition Processing
- Cash Management
- Electronic (web based) Payments
- Business Analytics
- Custom Report Writer

Human Resources/Payroll Management Suite

- Employee Event Tracking
- Payroll Processing
- Personnel Action Processing
- Benefits Administration
- Position Budgeting
- Time & Attendance Interface
- Electronic (web based) Employee Information
- Electronic (web based) Benefits Administration
- Business Analytics
- Custom Report Writer

Utility Management Suite

- Sewer/Reclaimed Water Billing and Maintenance (4,300 Sewer customers & 60 Reclaimed Water customers)
- Service Order Processing
- Meter Processing
- Business Analytics

- Electronic Sewer Billing
- Electronic (web based) Sewer Payments
- Electronic Payment Processing (e.g., bank debits, lockbox downloads, payment downloads.)
- Custom Report Writer
- GIS Integration

Community Development Suite

- Business Licensing (3,800 per year)
- Parcel Management (approx. 8,500 land parcels)
- Permits (2,103 Building permits per year) (611 Planning permits per year) & (7,343 Building inspections)
- Code Enforcement
- Integrated Mobile connectivity for field officers
- Requests for Services Tracking
- GIS Integration
- Electronic (web based) Parcels
- Electronic (web based) Permits
- Electronic (web based) Licenses
- Electronic (web based) Payments
- Business Analytics
- Custom Report Writer

Other

- Animal Licensing
- Parking Permits
- Electronic Document Imaging & Storage (e.g., vendor invoices, checks, contracts, agreements).
- Evaluate current business processes and workflow procedures.
- Disaster recovery plan and continuation of operations
- Special Event Permits

Additionally, the municipality seeks the following technical foundation:

- Browser or Windows based Client with Multi-tasking capability
- Internet/Intranet/WAN Deployment
- SQL Relational Database
- Fully support the server farm in a VMWare environment
- Integration to leverage desktop productivity tools such as Microsoft Office or Open Office
- Widely accepted development environment (i.e., VisualStudio.Net, J2EE, or WebSphere)
- ****All existing data migrated from the existing AS400/iSeries HTE platform****
THIS ITEM MANDATORY

MAINTENANCE SUPPORT SERVICES

Provide ongoing maintenance, services and support

Provide software updates and enhancements on a regular basis

CITY OF SANIBEL – REQUEST FOR PROPOSALS

FINANCE, HR/PAYROLL, UTILITY MANAGEMENT AND COMMUNITY DEVELOPMENT SOFTWARE SYSTEMS

EXHIBIT “C”

PROPOSAL FORMAT

SELECTION PROCESS

The City of Sanibel will accept responses no later than 2:00 P.M. on Thursday, July 15, 2010. Responses will be reviewed by a selection committee. The Committee shall select firms deemed to be the most highly qualified to perform the required services. Cost of services will be considered along with other criteria listed below. In no event will price be the sole consideration in selecting the most highly qualified firm. Those firms will be invited to be interviewed by the Selection Committee and provide a demonstration of their product. After the interviews, the Selection Committee will rank the order of the firms and the Committee’s rankings will be submitted to the City Council for ratification and will include instruction to staff to begin negotiations with the “top” ranked firm. The Selection Committee reserves the right to make its recommendation based on the Committee’s determination of the best-qualified firm.

Evaluation criteria

The primary criteria for vendor evaluation and consideration are:

- Adherence to Technology Compatibility
- Compliance with the software requirements in Exhibit F.
- Market Focus (Public Administration Specific)
- Stability (Financial Viability, Business Longevity, National Focus)
- Customer Service (References, Retention, Measured Service Rates, 24x7 Support)
- Ability to Provide a Comprehensive Integrated Solution to meet the stated requirements

An evaluation team will evaluate proposals on a variety of quantitative and qualitative criteria. The proposal selected shall provide the most cost-effective approach that meets the stated requirements. The lowest price proposal will not necessarily be selected.

The Selection Committee reserves the right to a) reject any or all proposals, or to make no award, or b) require modifications to initial proposals. The Selection Committee further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the organization.

The City Council may award based on initial proposals received, without discussion of such proposals.

SUBMISSION AND RECEIPT

The proposal must be prepared in the following format:

Section 1 – Complete and Return “Request for Proposal Form” (page 2 of documents) and Bidder Checklist.

Section 2 – Executive Summary

Provide a concise overview of the system proposed.

Section 3 – Company Background and Qualifications

Provide narrative responses to the following questions, including any necessary documentation, for each item listed below.

1. Specify the number of years the Company has been in the public sector software business. Provide public sector vs. private sector for number of clients, as well as revenue percentage comparisons.

2. Provide a chronology of the company's growth, heritage, staff size and ownership structure.
3. Indicate whether the business is a parent or subsidiary in a group of companies.
4. Has this company or product being proposed ever been purchased by another company or acquired because of a merger or acquisition?
5. If yes, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
6. What percentage of revenues does this offered system versus other products/ services represent to your company?
7. Provide a brief statement of the company's background demonstrating longevity and financial stability.
8. Indicate if the company incurred an annual operating loss in the last 5 years.
9. Has the company had a workforce reduction during the past 5 years?
10. If so, provide details regarding workforce reductions: percentage or workforce, areas affected, senior management team changes, etc.
11. Provide details of past or pending litigation, liens or claims filed against the Company.
12. Describe the seniority, tenure and background of the senior management team.
13. Describe how your company measures customer satisfaction for software applications and customer service & support.
14. Describe internal performance metrics used to quantify key customer support responsiveness, such as: Issues resolved on first call, average call duration, average time to reach issue resolution, etc.
15. For each of the applications being proposed, please provide the following background information.

	Original Development Organization	Date of First Release	Date of Most Recent Release
A. Financial Management			
B. Payroll/ Human Resources			
C. Utility Management			
D. Community Development			

Note: If any of the proposed applications were not originally developed by the proposing vendor, please provide narrative details for the following subjects:

- Date of product merger / acquisition
- Name of the products and organizations involved
- Description of how integration / interfacing was accomplished (batch vs. real time, consolidated or separate databases, etc.)
- References of all customers using proposed applications and interfaces
- Description of the development technologies used for each product
- Status of the originating development team resources (retention rate, location)

Section 4 – Customer References

Please provide at least five (5) public sector customer references that are representative of the requested system. References should preferably be from within the State of Florida or previous HTE customers.

Section 5 – Software Descriptions

Provide narrative descriptions of the proposed software applications as described in "Exhibit B".

Section 6 – Technology

Provide information on the following requirements and system capabilities of the proposed software.

1. Operating system platform
2. Database
3. Input devices
4. Output devices
5. Desktop operating system requirement
6. Web capabilities
7. Microsoft capabilities
8. GIS capabilities
9. Ease of capability with other software

Section 7 – Implementation and Support

Answer the following questions and provide the necessary documentation for each item listed below.

1. Describe the approach and resources needed to implement the proposed software. Attach a proposed implementation schedule with key activities and estimated milestones.
2. Describe your overall user training approach.
3. Describe your company's service & support philosophy, how it is carried out and how success is measured.
4. Describe your company's ongoing services and support, such as a toll free customer service number, annual training classes, online customer service web site and online software maintenance.
5. Provide a thorough description of help desk services including dial-in, web support and ongoing maintenance.
6. How do you service and troubleshoot problems for your current clients?
7. Provide the company's software updates and enhancements schedule.
8. Describe the procedures for installing and implementing updates and enhancements

Section 8 – Cost Information

The following costs associated with these applications must be included in your response:

- Application software license fees
- Modification costs if denoted to satisfy a requirement
- Implementation, Training and Support Services Costs
- Annual Software Maintenance costs for 5 years
- Other anticipated costs (i.e., travel, data file conversions, etc.)

Please include any other alternative pricing options or discounts available (Financing, etc.) Please utilize "Exhibit D" Pricing schedule forms.

Section 9 – License Agreement

Provide a sample of the proposed License Agreement.

Section 10 – Software Functionality Response Forms (Exhibit F)

These forms must be completed and included in your response.

DELIVERY OF PROPOSALS

RFPs must be delivered by the date/time specified and to the place stipulated on the cover of this RFP. It is the sole responsibility of the vendor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the vendor unopened.

TENTATIVE TIME FRAME

The following will be the guide for deadlines for the contract award. Dates are subject to change

June 10, 2010	Issue RFP
July 15, 2010 2PM	Due date for RFP
July 15, 4PM 2010	Committee Meeting to review RFP's and evaluation criteria
July 22, 1:30PM 2010	Committee Meeting to review RFP's evaluations and consider interviews with top candidates
Aug 5 – 9, 2010	Committee Meetings to conduct interviews with top Candidates
Aug 9, 2010	Committee Meeting for Final Recommendation
Aug 12 – 17, 2010	Negotiation with administrative staff, contract document preparation and review by City Attorney
Sept. 11, 2010	Council Meeting to award contract

PUBLIC ENTITY CRIMES INFORMATION

A 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 on a contract to provide any goods or services to a public entity, 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 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 transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, 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 on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

DEADLINE

Deadline for receipt of sealed responses to this RFP is 2:00 p.m. on Thursday, July 15, 2010

NUMBER OF COPIES REQUIRED

Submit an original and **nine (9)** complete copies of the response.

SEALED RESPONSES MUST BE SUBMITTED TO

Finance Director
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Mark the front of the envelope:

BID # 10-FIN01; CLOSING DATE JULY 15, 2010; 2:00 PM

CITY OF SANIBEL – REQUEST FOR PROPOSALS

**FINANCE, HR/PAYROLL, UTILITY MANAGEMENT AND COMMUNITY DEVELOPMENT
SOFTWARE SYSTEMS**

EXHIBIT “D”

SUPPLEMENTAL DATA

The following information is included:

- Intent to Propose
- General Conditions
- General Insurance Requirements
- Statement of No Bid
- Special Conditions



CITY OF SANIBEL

INTENT TO PROPOSE
on
Request for Proposal
for
GOVERNMENTAL SOFTWARE SYSTEMS
Number 10-FIN01

Firm Name: _____

Contact Name: _____

Mailing Address: _____
PO Box or Street Number and Name

City State Zip

Phone Number: _____
Area Phone number

FAX #: _____
Area FAX Number

E-mail address: _____

Signature of contact person above: _____

Return to: Elaine Fannon, Sr. Accountant, City of Sanibel, 800 Dunlop Road, Sanibel, FL
33957 or FAX to: 239-472-3065

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

1. **SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
3. **NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
5. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid, but only by written request, at any time prior to the scheduled bid opening. Any bidder withdrawing his bid within sixty (60) days after the opening of bids, will be temporarily suspended from future bidding for a period of one year.
6. **PRICES, TERMS and PAYMENT:** Firm Prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - A. **TAXES:** The City of Sanibel does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - C. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.
8. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
9. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.
10. **CONFLICT OF INTEREST:** All bid awards are subject to Section 2-72 Conflict of Interest, City of Sanibel Code of Ordinances, which states: "No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."
11. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
12. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
13. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Sanibel.
15. **PURCHASES BY OTHER GOVERNMENTAL AGENCIES:** The City of Sanibel is one of several local entities participating in cooperative purchasing agreements. As such, other entities in Collier, Lee and Charlotte Counties may elect to purchase from this contract, unless the bidder explicitly states in his bid proposal that the bid prices are offered to the City of Sanibel only.
16. **BID PROTEST:** In any case where a bidder or interested bidder wishes to protest either the results of or intended disposition of any bid, the bidder or interested bidder must orally notify the Administrative Services Director of the intent to protest the award within three (3) calendar days of the posting of the Notice of Award. A formal written notice must be filed with the Administrative Services Director or the Sanibel City Council within seven (7) calendar days of the posting of the Notice of Award, explaining in detail the nature of the protest and the grounds on which it is based, relief requested and other information the protester deems appropriate to the protest. The written protest will be referred to City Council for an informal hearing and recommendation prior to awarding a contract. The decision of the City Council constitutes final action by the City on the protest.
17. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
20. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Sanibel by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
21. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Sanibel and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Sanibel. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
22. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.
23. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies, which may become due hereunder are not assignable except with the prior written approval of the buyer.
24. **LIABILITY:** The supplier shall hold and save the City of Sanibel, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
25. **PUBLIC ENTITY CRIMES:** A 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 on a contract to provide any goods or services to a public entity, 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 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
26. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, 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 of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
27. **COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Lee County, Florida.
28. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Sanibel encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

29. **ELIGIBLE USERS:** All departments of the City of Sanibel are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.
30. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Sanibel. Price increases are not acceptable.
31. **CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.
32. **RENEWAL:** The City of Sanibel reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.
33. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.
34. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

35. **ALTERNATIVE BIDS:** Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Sanibel.
36. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Sanibel all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Sanibel under said contract.
37. **BIDDER INVESTIGATIONS:** Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Sanibel upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
38. **CERTIFICATES AND LICENSES:** The contractor shall provide notarized copies of all valid licenses and certificates required for the performance of the work. The notarized copies shall be delivered to the City of Sanibel no later than ten (10) days after the contractor receives the notice of award from the City of Sanibel. Current notarized copies of all licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term.
39. **CHANGE IN SCOPE OF WORK:** The City of Sanibel may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Sanibel and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
40. **CONTRACTOR PERSONNEL:** The City of Sanibel shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the

City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

41. **COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.
42. **EXCEPTIONS:** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.
43. **FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
44. **FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
45. **FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
46. **INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Sanibel and the City of Sanibel shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Sanibel shall not withhold from the contractor payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.
47. **ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Sanibel.
48. **QUALIFICATIONS OF BIDDERS:** The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Sanibel that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:
- > The ability, capacity, skill and financial resources to perform the work or service.
 - > The ability to perform the work service promptly or within the time specified, without delay.
 - > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - > The quality of performance of previous contracts or services.
49. **QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
50. **RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
51. **REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
52. **TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; and settle all outstanding liabilities and claims.
53. **TERMINATION FOR DEFAULT:** The City of Sanibel reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least fifteen (15) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

THE CITY OF SANIBEL IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the City.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for City's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the City, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the City, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Sanibel must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverages the City possesses for this contract only." The City of Sanibel shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

STATEMENT OF NO BID

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Sanibel
Finance Department
800 Dunlop Road
Sanibel, FL 33957
Fax 239-472-3065

Bid #10-FIN01 and Description: Governmental Software Systems
Services _____

We, the undersigned, decline to bid on the above project for the following reason(s):

We are not able to respond to the Invitation to Bid or Request for Proposals by the specified deadline.
Our company does not offer this product or service.
Our current work schedule will not permit us to perform the required services.
Specifications are incomplete or information is unclear
(Please explain below).

Other (Please specify below)

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)

SPECIAL CONDITIONS

1. TERMS OF CONTRACT

The resulting contract will commence on the date of award.

2. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or any acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with the City Council, any public official or city staff against the interests of other prospective organization (s) and or individual (s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

3. QUESTIONS

Questions regarding this bidder packet must be received in writing in the Finance Department, **NO LATER THAN JUNE 17, 2010, 2:00 PM**. Direct all questions to:

Elaine Fannon
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957
PH: (239) 472-9615 FX: (239) 472-3065
Elaine.Fannon@CitySanibel.com

CITY OF SANIBEL – REQUEST FOR PROPOSALS
FINANCE, HR/PAYROLL, UTILITY MANAGEMENT AND COMMUNITY
DEVELOPMENT SOFTWARE SYSTEMS

EXHIBIT “E”

PRICING SCHEDULE FORMS

**PRICING SCHEDULE
TO BE COMPLETED BY VENDOR AND RETURNED
APPLICATION SOFTWARE FEES**

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	TOTAL	\$	\$

Executed by (signature): _____

Print Name: _____

Title: _____

For (Corporation): _____

State: _____

Address: _____

Phone: _____

Fax: _____

YOU MUST RETURN THIS PAGE

**PRICING SCHEDULE
TO BE COMPLETED BY VENDOR AND RETURNED
MODIFICATION/DATA CONVERSION COSTS**

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	TOTAL	\$	\$

Executed by (signature): _____

Print Name: _____

Title: _____

For (Corporation): _____

State: _____

Address: _____

Phone: _____

Fax: _____

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**PRICING SCHEDULE
TO BE COMPLETED BY VENDOR AND RETURNED**

OTHER POTENTIAL COSTS ASSOCIATED WITH THIS PROPOSAL

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	TOTAL	\$	\$

Executed by (signature): _____

Print Name: _____

Title: _____

For (Corporation): _____

State: _____

Address: _____

Phone: _____

Fax: _____

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**PRICING SCHEDULE
TO BE COMPLETED BY VENDOR AND RETURNED**

SUMMARY OF CHARGES

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	SOFTWARE	\$	\$
	MODIFICATIONS	\$	\$
	TRAINING/IMPLEMENTATION	\$	\$
	OTHER COSTS	\$	\$
		\$	\$
	ANNUAL MAINTENANCE YR 1	\$	\$
	ANNUAL MAINTENANCE YR 2	\$	\$
	ANNUAL MAINTENANCE YR 3	\$	\$
	ANNUAL MAINTENANCE YR 4	\$	\$
	ANNUAL MAINTENANCE YR 5	\$	\$
	ANNUAL MAINTENANCE YR 6	\$	\$
	ANNUAL MAINTENANCE YR 7	\$	\$
		\$	\$
	TOTAL	\$	\$

Executed by (signature): _____

Print Name: _____

Title: _____

For (Corporation): _____

State: _____

Address: _____

Phone: _____

Fax: _____

YOU MUST RETURN THIS PAGE

CITY OF SANIBEL – REQUEST FOR PROPOSALS
FINANCE, HR/PAYROLL, UTILITY MANAGEMENT AND COMMUNITY
DEVELOPMENT SOFTWARE SYSTEMS

EXHIBIT “F”

SOFTWARE FUNCTIONALITY RESPONSE FORMS

Appendix B
City of Sanibel
Conclusion: Analysis of Government-wide Software Options

Ranking based on functionality and 7-year cost analysis

- 1 Option 5 **MUNIS ASP Model**
Same functionality and customer/citizen e-service functions as option 4.
First year out of pocket costs are the lowest.
Total 7 years of recurring maintenance are approx. 5% less than current system (Option 1)
First year one-time costs \$81,050
- 2 Option 4 **MUNIS Traditional Model**
Best functionality. Includes customer/citizen e-service functions
Based on recurring cost savings, cost of new system would be recovered in approx. 7.75 yrs.
Recurring annual maintenance costs are approx. 53% less than current system (Option 1)
First year one-time costs of \$423,350
- 3 Option 3 **HTE OneSolution (excluding Utilities)**
Eventually this option will be the most costly not only in dollars but also staff support.
See comments below.
First year one-time costs of \$307,005.
Does not include Utility Billing/Customer Service Information System.
- 4 Option 2 **HTE - purchase & implement NaviLine & GovNow Upgrades to current system**
The most expensive option.
Recurring annual maintenance costs would be approx. 9% more than current system.
First year one-time costs of \$133,220
- 5 Option 1 **HTE - Current system**
Least efficient in citizen services and software functionality.
Second only to Option 2 in recurring costs expense.

ADDITIONAL COMMENTS

Rank 1 - Option 5

No servers to purchase or maintain locally for system
Minimal other hardware to purchase or maintain locally
Vendor will maintain the software system and the related peripheral equipment
Disaster recovery sites are in a far removed location from our site
Ability to process payroll/accounts payable and cut checks from a remote location if an emergency occurs
Upgrades/enhancements to system are done overnight once requested, with no local personnel involved
During a local emergency citizens/customers/employees/vendors would still have access to the system
Least expensive for first year one-time costs.
Same functionality as Option 4 (see Cost and Functionality Comparison matrix)

Rank 2 - Option 4

After the initial cost recovery in 7.75 years, the annual maintenance cost savings would be approximately 53% less than the current system
Most expensive for first year one-time costs.
Most functionality (see Cost and Functionality Comparison matrix)

Rank 3 - Option 3

Does not include the costs for the Utility Billing/Customer Information System OneSolution software, conversion, implementation and training. If the additional software investments are not made, the hardware maintenance fees would not end in year 4. Hardware replacements costs would be \$78,000 each 6-yr cycle, requiring continued maintenance of two operating systems making this option the most costly in dollars and staff support.

Rank 4 - Option 2

Most costly option. The cost does not justify the enhancements that would be gained.
NaviLine - a browser user interface that mirrors the ease and use of a windows based program for the users.
GovNow - customers would be able to pay online

Rank 5 - Option 1

Current system. Second most expensive option for recurring maintenance costs.
Least functionality. No online customer service capability.

Appendix B

CITY OF SANIBEL
COST RECAP: GOVERNMENT-WIDE SOFTWARE UPGRADE OPTION ANALYSIS

OPTION 1	NO CHANGES TO CURRENT SOFTWARE
OPTION 2	Purchase & Implement HTE's NaviLine and GovNow Upgrades
OPTION 3	HTE OneSolution (excluding Utilities)
OPTION 4	New System - MUNIS Traditional Model
OPTION 5	New System - MUNIS Application Service Provider (ASP) model

	OPTION				
	1	2	3	4	5
ONE-TIME COSTS					
Hardware	\$ -	\$ 25,000	\$ 10,000	\$ 25,000	\$ 4,650
Software	-	108,220	99,525	138,850	9,000
Conversion, modifications, training, etc	-	-	197,480	207,900	15,800
Estimated Travel Costs	-	-	-	51,600	51,600
ESTIMATED ONE-TIME COSTS	\$ -	\$ 133,220	\$ 307,005	\$ 423,350	\$ 81,050
7 YEARS OF RECURRING COSTS					
Hardware Replacement	68,000	68,000	10,000	10,000	3,000
Hardware Maintenance/Support Fees ^{Note A}	106,556	106,556	54,238	25,161	25,161
Software Maintenance/Support Fees ^{Note B}	465,792	528,824	289,044	212,675	9,720
Application Service Provider (ASP) Fees ^{Note C}	-	-	-	-	641,501
Availability Service for Disaster	78,760	78,760	78,760	44,552	-
OS/DBA Contract Service (Optional)	-	-	-	44,552	-
ESTIMATED RECURRING 7-YR COSTS	\$ 719,108	\$ 782,140	\$ 432,042	\$ 336,940	\$ 679,382
EACH OPTION'S ESTIMATED TOTAL 7-YR COST	\$ 719,108	\$ 915,360	\$ 739,047	\$ 760,290	\$ 760,432

Note A - Analysis includes maintaining IBM iSeries for 4 years for operations for Option 3 and for 2 years for historical inquiry and reports for Options 4 & 5.

Note B - Option 3 software maintenance contains an annual discount of \$27,528 through year 7. Total 7 year discount is \$192,696.

Note C - ASP Fees - Munis supplies and maintains all necessary hardware. All repairs, upgrades and replacements to server hardware. Munis performs daily administrative tasks. All installation, upgrade, support and file maintenance of the Munis application and database servers, operating system database and application files. All system & data files are backed up & stored in a secure off-site location. Fully redundant telecommunication access, electrical power, and required hardware are maintained in order to provide access to the Munis applications in the event of a disaster or component failure.

Cost and Functionality Comparison

	HTE Option 1	HTE Option 2	HTE/One Solution Option 3	MUNIS Option 4 & 5
FINANCE				
General Ledger	Included	Included	Included	Included
Budgeting	Included	Included	Included	Included
Accounts Receivable & General Billing	Included	Included	Included	Included
A/P	Included	Included	Included	Included
Purchasing	Included	Included	Included	Included
Requisitions	Included	Included	Included	Included
Purchase Orders	Included	Included	Included	Included
Contract Management	No	No	Included	Included
HR & PR	Included	Included	Included	Included
Position Control	No	No	Included	Included
Timekeeper/electronic leave request	No	No	Included	Included
Work scheduler	No	No	No	Included
Payroll processing & reporting	Included	Included	Included	Included
Grant & Project Accounting	Included	Included	Included	Included
Create rates & rules for reimb billing	No	No	No	Included
Cal & bill for reimb	No	No	No	Included
Work Orders	No	No	No	Included
Fleet Management	No	No	No	Included
Facility Management	No	No	No	Included
General Work orders	No	No	Included	Included
Financial Reporting	Included	Included	Included	Included
CAFR Report Writer	No	No	No	Included
Treasury Management	No	No	No	Included
Central Cashiering	Included	Included	Included	Included
Fixed Assets	No	No	Included	Included
Animal Licensing	No	No	No	Included
Vehicle Stickers	No	No	Included	Included
COMMUNITY DEVELOPMENT				
Parcel Management	Included	Included	Included	Included
GIS Integration (ESRI)	Included	Included	Included	Included
Building Permitting	Included	Included	Included	Included
Planning	Included	Included	Included	Included
Business Licenses	Included	Included	Included	Included
Contractor Renewals	Included	Included	Included	Included
Code Enforcement	Included	Included	Included	Included
Report Writer	No	No	Included	Included
UTILITIES				
Billing	Included	Included	Old Version	Included
Special Assessment Loan Program	Included	Included	Old Version	Included
Report Writer	No	No	No	Included
DOCUMENT IMAGING				
Document Imaging	No	No	Included	Included
WORKFLOW				
Electronic review, approval process	No	No	No	Included
E-SERVICES				
Customers/Citizens/Payments Online	No	Included	Included	Included
Non-emergency/Citizen Requests Online	No	No	No	Included
Employees	No	No	No	Included
Vendors	No	No	No	Included
OTHER SERVICES				
Disaster Backup Service	Included	Included	Included	Included
System Management Service	No	No	No	Included
COST - 7 years estimated total cost				
HTE Option 1	\$ 719,108			
HTE Option 2		\$ 915,360		
HTE Option 3			\$ 739,047	
MUNIS Option 4				\$ 760,290
MUNIS Option 5				\$ 760,432

Appendix B

CITY OF SANIBEL - GOVERNMENT-WIDE SOFTWARE UPGRADE OPTION ANALYSIS

OPTION 1 - NO CHANGES TO CURRENT HTE SOFTWARE

	Current Yr								Cumulative 7 yr Cost
	Memo Only FY 11 Costs	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	
Hardware Replacement Costs									
IBM iSeries							50,000		50,000
IBM Printer							18,000		18,000
IBM iSeries Annual Maintenance (Fee increased 10.2% from FY09 to FY10; 7.4% from FY10 to FY11) Assumption - 7.5% annual increase	11,280	12,126	13,035	14,013	15,064	16,194	17,409	18,715	106,556
Annual Software Maintenance/Support Average annual increase over 4 years 6.05% Increases range from 4.0% to 9.72% Assumption - 5% annual increase	54,485	57,209	60,069	63,072	66,226	69,537	73,014	76,665	465,792
Availability Service for Disaster Average annual increase over 9 yrs 4.99% Increase range from 4.84% to 5.06% Assumption - 4.99% annual increase	9,216	9,676	10,159	10,666	11,198	11,757	12,344	12,960	78,760
Total Cost		79,011	83,263	87,751	92,488	97,488	170,767	108,340	719,108

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CITY OF SANIBEL - GOVERNMENT-WIDE SOFTWARE UPGRADE OPTION ANALYSIS

OPTION 2 - Purchase & Implement HTE's NaviLine and GovNow Upgrades

	Current Yr								
	Memo Only	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Cumulative
	FY 11								7 yr Cost
Hardware									
IBM iSeries Replacement cost							50,000		50,000
IBM Printer Replacement cost							18,000		18,000
Other Hardware - New		25,000							25,000
NaviLine & GovNow Software		108,220							108,220
IBM iSeries Annual Maintenance (Fee increased 10.2% from FY09 to FY10; 7.4% from FY10 to FY11) Assumption - 7.5% annual increase	11,280	12,126	13,035	14,013	15,064	16,194	17,409	18,715	106,556
Annual Software Maintenance/Support Average annual increase over 4 years 6.05% Increases range from 4.0% to 9.72% Assumption - 5% annual increase	54,485	64,950	68,198	71,608	75,188	78,947	82,894	87,039	528,824
Availability Service for Disaster (Based on current fee) Average annual increase over 9 yrs 4.99% Increase range from 4.84% to 5.06% Assumption - 4.99% annual increase	9,216	9,676	10,159	10,666	11,198	11,757	12,344	12,960	78,760
Total Cost		219,972	91,392	96,287	101,450	106,898	180,647	118,714	915,360

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CITY OF SANIBEL - GOVERNMENT-WIDE SOFTWARE UPGRADE OPTION ANALYSIS

OPTION 3 - HTE OneSolution

Purchase Available HTE OneSolution Applications (OneSolution has only be implemented at approx. 7 or 8 of HTE's clients)

Applications not available in OneSolution would receive Naviline Upgrade - Utilities Billing/Customer Information System scheduled for release in 2012

	Current Yr	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Cumulative 7 yr Cost
	Memo Only FY 11								
Window Servers (2) Replace Servers		10,000							10,000 10,000
Software Costs Early Adopter Discount (Software License for 40 concurrent users)		311,902 (212,377)	See Note Below See Note Below						311,902 (212,377)
Conversion, modifications, implementation, training costs		197,480							197,480
Estimated travel costs - None Proposal includes performing all work remotely		-							-
IBM iSeries Annual Maintenance (Fee increased 10.2% from FY09 to FY10; 7.4% from FY10 to FY11) Assumption - 7.5% annual increase	11,280	12,126	13,035	14,013	15,064				54,238
Annual Software Maintenance/Support Annual fee guaranteed for 7 years with no increases Annual maintenance fee discount for 7 years Net annual fee - \$41,292	0.00% 54,485	68,820 (27,528)	68,820 (27,528)	68,820 (27,528)	68,820 (27,528)	68,820 (27,528)	68,820 (27,528)	68,820 (27,528)	481,740 (192,696)
Availability Service for Disaster (Based on current fee) Average annual increase over 9 yrs 4.99% Increase range from 4.84% to 5.06% Assumption - 4.99% annual increase	9,216	9,676	10,159	10,666	11,198	11,757	12,344	12,960	78,760
Annual cost		370,099	64,486	65,971	67,554	53,049	63,636	54,252	*See Note 739,047

*NOTE: Does not include costs for Utility Billing/Customer Information System OneSolution software, conversion, implementation and training

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CITY OF SANIBEL - GOVERNMENT-WIDE SOFTWARE UPGRADE OPTION ANALYSIS

OPTION 4 - New System - MUNIS Traditional Model

	Current Yr								Cumulative 7 yr Cost	
	Memo Only FY 11	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7		
Initial Hardware		25,000								25,000
Replace servers year 5						10,000				10,000
Software Costs (Software License for unlimited users)		138,850								138,850
Import and export formats for City's banking institution (Bank of America) (positive pay exports, check recon imports, P-card imports) (No charge if Tyler has existing standard interfaces and file formats for City's banking institution)		11,800								11,800
Conversion, workflow process mapping, modifications, implementation and training costs		196,100								196,100
Estimated Travel Cost (Work performed onsite)		51,600								51,600
IBM iSeries Annual Maintenance (Fee increased 10.2% from FY09 to FY10; 7.4% from FY10 to FY11) Assumption - 7.5% annual increase	11,280	12,126	13,035							25,161
Annual Software Maintenance/Support 7 years guaranteed	54,485	16,662	27,119	28,475	29,899	31,394	32,964	34,612		201,125
Tyler Unlimited Access Maintenance fee		950	950	950	950	950	950	950		6,650
Source code escrow fee		700	700	700	700	700	700	700		4,900
Availability Service for Disaster OS/DBA Contract Service (optional) Assume 5% annual increase	9,216	-	6,552	6,879	7,222	7,582	7,960	8,357		44,552
		-	6,552	6,879	7,222	7,582	7,960	8,357		44,552
Total Cost		453,788	54,908	43,883	45,993	58,208	50,534	52,976		760,290

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CITY OF SANIBEL - GOVERNMENT-WIDE SOFTWARE UPGRADE OPTION ANALYSIS

OPTION 5 - New System - MUNIS ASP Model

	Current Yr								Cumulative 7 yr Cost
	Memo Only FY 11	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	
Initial Hardware		3,000							3,000
Hardware-Tyler Secure Signature System & Key		1,650							1,650
Hardware Replacement						3,000			3,000
Tyler									
Tyler Content Manager (TCM) SE-Software-B		9,000							9,000
VPN installation fees		4,000							4,000
Import and export formats for City's banking institution (Bank of America) (positive pay exports, check recon imports, P-card imports) (No charge if Tyler has existing standard interfaces and file formats for City's banking institution)		11,800							11,800
Conversion, workflow process mapping, modifications, implementation and training costs		Included in ASP annual fee							-
Estimated Travel Cost (Work performed onsite)		51,600							51,600
IBM iSeries Annual Maintenance (Fee increased 10.2% from FY09 to FY10; 7.4% from FY10 to FY11) Assumption - 7.5% annual increase	11,280	12,126	13,035						25,161
Application Service Provider (ASP) annual fee (Software Site License/32 concurrent users) 7 yrs guaranteed Years 8-10 increase capped at 5%	54,485	91,643	91,643	91,643	91,643	91,643	91,643	91,643	641,501
TCM SE annually maintenance fee		-	1,620	1,620	1,620	1,620	1,620	1,620	9,720
Availability Service for Disaster	9,216	Included in annual ASP fee							-
OS/DBA Contract Service (new service)		Included in annual ASP fee							-
Total Cost		184,819	106,298	93,263	93,263	96,263	93,263	93,263	760,432