



REQUEST FOR SERVICES

RFS NO. 2019-01

The Palm Beach MPO
D.B.A.
The Palm Beach Transportation Planning Agency

is seeking Submittals for:

Accounting System Services and Implementation

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATE FORMAT

Commissioner Hal Valeche, Chair

**Nick Uhren, P.E. - Executive Director
Palm Beach Transportation Planning Agency
2300 N Jog Rd,
West Palm Beach, FL 33411**

DATE ISSUED: June 17, 2019

CLOSING DATE AND TIME: July 1, 2019 @ 4:00 P.M. EST

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SECTION 1 - GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Services (RFS) is issued by the Palm Beach MPO d.b.a. the Palm Beach Transportation Planning Agency (hereinafter referred to as “TPA”). The TPA is the SOLE point of contact concerning this RFS. All communications regarding this RFS must be done through the TPA as outlined in Section 1.7, Contact Person. The procurement standards governing this RFS can be found on the TPA website at www.PalmBeachTPA.org/Business.

1.2 PURPOSE OF THE PROJECT

The TPA is seeking Submittals from qualified contractors to provide a comprehensive hosted accounting system that complies with established federal financial accounting regulations for grant funded agencies and fulfills the operational needs of the agency.

1.3 PERIOD OF CONTRACT

The proposed effective date of this Contract is July 15, 2019. The selected Respondent(s) will provide initial services through June 30, 2020, with an opportunity for annual renewal thereafter.

1.4 QUALIFICATION OF RESPONDENTS

All Respondents to this RFS shall have demonstrated experience in supplying accounting systems and related services and shall meet all criteria/requirements identified in this RFS.

1.5 TIMETABLE

The anticipated schedule and deadline for the RFS and Contract approval are as follows:

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
RFS available for download from Palm Beach TPA: www.PalmBeachTPA.org/Business	6/17/2019	4:00 p.m.	Palm Beach TPA 2300 N. Jog Road, 4th Floor W. P. B., FL 33411
Deadline for receipt of questions of comments	6/24/2019	4:00 p.m.	Palm Beach TPA 2300 N. Jog Road, 4th Floor W. P. B., FL 33411

Deadline for receipt of Submittals	7/1/2019	4:00 p.m.	Palm Beach TPA 2300 N. Jog Road, 4th Floor W. P. B., FL 33411
Selection Committee Meeting 1	7/3/2019	9:00 a.m.	Palm Beach TPA 2300 N. Jog Road, 4th Floor W. P. B., FL 33411
Selection Committee Meeting 2 And Notification to Selected Respondent	7/9/2019	9:00 a.m.	Palm Beach TPA 2300 N. Jog Road, 4th Floor W. P. B., FL 33411
Contract Execution	7/12/2019	5:00 p.m.	Palm Beach TPA 2300 N. Jog Road, 4th Floor W. P. B., FL 33411
Contract Start Date	7/15/2019		

NOTE: The TPA reserves the right to alter the above activities, places and/or times at the TPA's sole discretion.

1.6 ENTERING SUBMITTALS

Respondents must submit one (1) complete electronic copy of the Submittal, including all digitally signed and authorized forms, in PDF format. All Submittals should be formatted to print on letter size paper with a minimum of 10pt text.

The Submittal must be received in the TPA's office no later than June 28, 2019, 4:00 p.m. EST either on a USB flash drive or via e-mail. Submittals via e-mail should be provided to the Contact Person listed in Section 1.7. Submittals via USB flash drive should be provided in a sealed envelope or shipping box. All submittals should clearly include the following:

Respondent Name
Address
Phone No.
Email

Palm Beach Transportation Planning Agency
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411
RFS No. 2019-01

Title: Accounting System Services and Implementation
Due Date: July 1, 2019, 4:00 p.m. EST

The TPA's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Respondents are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

1.7 CONTACT PERSON

The Contact Person for this RFS is Alexa Sanabria, (561) 684-4194, e-mail address: ASanabria@PalmBeachTPA.org.

Respondents are advised that from the date of release of this RFS until award of the contract, no contact with TPA staff concerning this RFS is permitted, except as authorized by the Contact Person designated herein.

1.8 ADDITIONAL INFORMATION / AMENDMENT(S):

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail or U.S. Mail, no later than the date specified and to the address listed in the RFS Timetable (Section 1.5) to the Contact Person (Section 1.7 above.) The request must contain the Respondent's name, address, phone number, and e-mail address.

Changes to this RFS, when deemed necessary by the TPA, will be completed only by written Amendment(s) issued prior to the deadline for receipt of Submittals. Respondents should not rely on any representations, statements or explanations other than those made in the RFS or in any Amendment to this RFS. In the case of any apparent conflict between the RFS and any Amendment issued, the latest Amendment issued shall prevail.

As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on www.PalmBeachTPA.org/business. It is the sole responsibility of the Respondent to routinely check for any Amendments prior to the deadline for receipt of Submittals. The TPA shall not be responsible for the completeness of any RFS package not downloaded directly from the TPA website.

It is the Respondent's sole responsibility to obtain all Amendments. The Respondent should verify with the designated Contact Person (Section 1.7) prior to providing a Submittal that all Amendments have been received. Respondents are required to acknowledge the receipt of all Amendments by submitting the Amendment Acknowledgement Form (Section 6.1) as part of their proposal.

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SECTION 2 - GENERAL TERMS AND CONDITIONS

2.1 SUBMITTAL GUARANTEE

Respondent guarantees their commitment, compliance, and adherence to all requirements of the RFS by submission of their Submittal.

2.2 MODIFIED SUBMITTALS

A Respondent may submit a modified Submittal to replace all or any portion of a previously submitted Submittal until the deadline for receipt of Submittals. The TPA will only consider the latest version of the Submittal.

2.3 WITHDRAWAL OF SUBMITTALS

A Submittal may be withdrawn only by written notification. Letters of withdrawal received after the deadline for receipt of Submittals will not be accepted unless the contract has been awarded to another Respondent or no award has been made within ninety (90) days after the deadline for receipt of Submittals.

Unless withdrawn, as provided in this subsection, a submittal shall be irrevocable until the time that a contract is awarded.

2.4 LATE SUBMITTALS, LATE MODIFIED SUBMITTALS

Submittals and/or modifications to Submittals received after the deadline for receipt of Submittals specified in RFS Timetable (Section 1.5) are late and shall not be considered.

2.5 RFS POSTPONEMENT / CANCELLATION

The TPA may, at its sole and absolute discretion, reject any and all, or parts of any and all Submittals; waive any minor irregularities in this RFS or in the Submittals received as a result of this RFS; postpone or cancel, at any time, this RFS process; or re-issue this RFS.

2.6 COSTS INCURRED BY RESPONDENTS

All expenses incurred with the preparation and submission of Submittals to the TPA, or any work performed in connection therewith, shall be borne by the responding party. No payment shall be made for Submittals received, nor for any other effort required of or made by the Respondents, prior to commencement of work as defined by a contract approved by the TPA in accordance with the TPA's Procurement Policy.

2.7 PROPRIETARY / CONFIDENTIAL INFORMATION

Any material submitted in response to this RFS is considered a public document in accordance with Section 119.07, Florida Statutes (F.S.). This includes material which

the Respondent might consider to be confidential. All submitted information that the Respondent believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is in fact confidential.

2.8 NEGOTIATIONS

The TPA may award a contract on the basis of initial offers received, without discussions. Therefore, each proposal should contain the Respondent's best price and final offer.

Pursuant to Paragraph 5(b) of Section 287.055, F.S., the TPA, at its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluated responsive, responsible Respondent. If the TPA and said Respondent cannot negotiate a successful contract, the TPA may terminate said negotiations and begin negotiations with the next highest evaluated responsive, responsible Respondent. This process may continue until the Contract acceptable to the TPA has been executed or all Submittals are rejected. No Respondent shall have any rights against the TPA arising from such negotiations or termination thereof.

2.9 RIGHT TO PROTEST

In accordance with the Palm Beach Transportation Planning Agency Procurement Policy, Requests for Services are exempt from protests.

2.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

For purchases made as a result of this solicitation, the TPA shall consider DBE participation in evaluating Respondent's Submittals and making an award of a contract. Although there is not a specific target for this RFS, the TPA has an agency-wide target to match the State of Florida's DBE goal, which is currently 10.65% for DBE participation. Therefore, Respondents are encouraged and urged to make every effort to actively seek certified DBE participation and include that participation as part of their proposal. Respondents should indicate the estimated percentage of the contract that may be performed by DBE firms in the Key Personnel section of their Submittals.

Only those firms certified by the Florida Department of Transportation (FDOT) or other participants in Florida's Unified Certification Program at the time of proposal opening shall be counted toward the established DBE goals. It is the responsibility of the Respondent to confirm and document the certification of any proposed DBE.

Successful Respondent(s) shall agree to assist the TPA in the completion of any documents required to be submitted to the Federal Transit Administration (FTA) or Federal Highway Administration (FHWA) for compliance with the DBE program.

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

The Respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.12 CRIMINAL HISTORY RECORDS CHECK

The TPA is physically hosted on the premises of Palm Beach Board of County Commissioners facilities. The TPA complies with applicable Palm Beach County Codes as required by that relationship until such a time as that relationship changes or the TPA relocates its domicile.

Pursuant to Palm Beach County Code Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of contractors and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U.S. Federal Bureau of Investigation's (FBI) CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The Respondent is solely responsible for understanding the financial, schedule, implications, and/or staffing implications of this Ordinance. Further, the Respondent acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable Florida Department of Law Enforcement (FDLE)/FBI fees that shall be paid by the TPA.

2.13 REVIEW OF SUBMITTALS

Each Submittal will be reviewed to determine for responsiveness to the RFS. Submittals deemed to be non-responsive will be rejected from further evaluation by the TPA. A responsive Submittal is one which has been signed, has been submitted by the specified submission time, and has provided the information required as stated in Section 4.

Respondents who fail to comply with all of the required and/or desired elements of this RFS, do so at their own risk.

2.14 EXCEPTIONS TO THE RFS

All exceptions taken must be specific, and the Respondent must indicate clearly, what alternative is being offered to allow the TPA a meaningful opportunity to evaluate the proposal. Respondents are cautioned that submitting an alternative proposal does not relieve the Respondent from submitting the “Minimum Requirements” as stated in Section 3. The TPA is under No obligation to accept any proposed exceptions or alternatives.

2.15 TPA’S EXCLUSIVE RIGHTS

The TPA reserves the exclusive right to:

- A. Waive any deficiency or irregularity in the selection process;
- B. Accept or reject any or all qualifications statements in part or in whole;
- C. Request additional information as appropriate; and,
- D. Reject any or all Submittals if found not to be in the best interest of the TPA.

By providing a Submittal for this RFS, all Respondents acknowledge and agree that no enforceable Agreement arises until the TPA signs the Agreement, that no action shall lie to require the TPA to sign such Agreement at any time, and that each Respondent waives all claims to damages, lost profits, costs, expenses, reasonable attorney’s fees, etc., as a result of the TPA not signing such Agreement.

2.16 MANDATORY MINIMUM REQUIREMENTS

In order for a Submittal to be considered, the Submittal must meet the standard for a responsive Submittal and the Respondent(s) must satisfy the following requirements:

- A. Respondent shall document (using the Respondent Qualification Form, Section 6.4) at least five (5) years of experience, knowledge, skills, and abilities in projects of similar size and/or complexity.
- B. Respondent shall provide at least two references (using the Prior Implementation Referral Form, Section 6.5) of previously completed Accounting Software implementations with a project of similar size and complexity for a government entity with favorable outcomes for timeliness and client satisfaction.

To meet the above requirements, the Respondent may use qualifications and resources of a Subcontractor that will be used by the Respondent to perform the Work. Use of Subcontractors to meet such requirements shall be clearly indicated in the Submittal.

2.17 SELECTION PROCESS

All Responsive Submittals received in accordance with the timeline established in this RFS (Section 1.5) and that satisfy the Mandatory Minimum Requirements will be evaluated by a TPA Selection Committee (“Committee”) appointed by the Executive Director or his/her designee.

The Committee will meet (Selection Committee Meeting 1) to evaluate and rank the

Submittals based on a weighted score point basis. The Committee shall evaluate Submittals based solely on the information provided with the Submittals to select a short list of no less than three (3) Submittals based on the resultant scores. The Executive Director may waive this criteria if less than three (3) responsive proposals are received. Respondents are urged to ensure that their proposal contains all the necessary information for the TPA to fairly and accurately evaluate the Submittal.

The TPA requires that the selected accounting system integrate with a new payroll and human resources system that has been advertised simultaneously as RFS 2019-2. Upon completion and final recommendation of the Selection Committee for RFS 2019-2, shortlist Respondents shall be notified of the selected Payroll and Human Resources System.

The Selection Committee for RFS 2019-1 will meet (Selection Committee Meeting 2) to receive demonstrations from short list Respondents and make a final selection.

2.18 EVALUATION CRITERIA

The RFS Contact Person shall review and identify the Submittals that satisfy the Mandatory Minimum Requirements (Section 2.16).

All Submittals that satisfy the minimum criteria set forth in this RFS shall be submitted to the Committee for evaluation and ranking. The Committee shall review the Submittals using the following evaluation criteria during Selection Committee Meeting 1:

	<u>Maximum Points</u>
1. Respondent Qualifications	10
2. Technical Proposal	40
3. Functional System Requirements	30
4. Price Proposal (including initial and ongoing costs)	20
Total	100

The total score for each Submittal shall be the aggregate of the average scores of the Committee members for each evaluation criteria. The Committee shall select a short list of no less than (3) Submittals based on the resultant scores. The Executive Director may waive this criteria if less than three (3) responsive proposals are received.

The Committee shall meet to receive demonstrations from short list Respondents. Upon completion of the demonstrations, the Committee shall review the Submittal using the following evaluation criteria during Selection Committee Meeting 2:

	<u>Maximum Points</u>
1. Respondent Qualifications	5
2. Technical Proposal	20
3. Functional System Requirements	15
4. Price Proposal (including initial and ongoing costs)	10
5. Demonstrations	50
Total	100

The total score for each Submittal shall be the aggregate of the average scores of the Committee members for each evaluation criteria. The Committee will rank the finalists and make an award recommendation to the Executive Director. In the event of a tie, the Submittal with the lowest total cost shall be the tie breaker. If the tie persists, the final tie breaker shall be by means of a random selection (i.e. coin toss).

2.19 AWARD OF CONTRACT

The Executive Director will consider the rankings and execute an agreement in accordance with the terms of this RFS and the Respondent's proposal.

The award, if any, will be made to the highest ranked responsive, responsible Respondent whose Submittal is considered to be the most advantageous to the TPA based on the TPA's opinion after review of every criteria including, but not limited to, price.

The selected Respondent will be required to execute a contract substantially similar to the attached Sample TPA Contract (Section 5). Respondent will be allowed the opportunity to add software licensing terms prior to agreement execution. If a Respondent has comments related to any of the provisions in this RFS and/or the contract sample, comments must be made, in writing, no later than the date specified in the RFS Timetable (see Section 1.5). Should any selected Respondent and the TPA be unable to consummate a written contract, the TPA may proceed to the next most advantageous Submittal or issue a new solicitation or cancel the procurement process in its entirety.

2.20 COMMENCEMENT OF WORK

This RFS does not, by itself, obligate the TPA. The TPA's obligation will commence when the contract is approved by the Executive Director and upon written notice to the Respondent. The TPA may set a different starting date for the contract. The TPA will not be responsible for any work done by the Respondent, even work done in good faith, if it occurs prior to the contract start date set by the TPA.

2.21 INSURANCE REQUIREMENTS

Prior to the effective date of the Contract, it shall be the responsibility of the successful Respondent to provide evidence of the minimum amounts of insurance coverage specified in the draft Agreement (Section 5), and to maintain these insurance coverages, on a primary basis and at its sole expense, at all times during the life of this Contract.

2.22 INDEMNIFICATION

The successful Respondent shall indemnify, and hold harmless the TPA, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the successful Respondent and other persons employed or utilized by the successful Respondent in the performance of the services under the Contract.

2.23 TAXPAYER IDENTIFICATION NUMBER

The successful Respondent(s) shall provide the TPA with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this solicitation.

2.26 AUTHORIZED SIGNATURE

The authorized Representative signature required on all Submittals and the Contract must be made by an officer of the company (if applicable).

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SECTION 3 - PROPOSAL REQUIREMENTS

3.1 TABLE OF CONTENTS

The Respondent shall provide a Table of Contents that outlines in sequential order all of the areas of the Submittal and allows for clarity and ease of review of the submission.

3.2 LETTER OF TRANSMITTAL

The Respondent shall provide a Letter of Transmittal addressed to the TPA's Contact Person (Section 1.7) and containing, at a minimum, the following:

- Identification of Respondent, including name, address and telephone number.
- Proposed working relationship between Respondent and subcontractors, if applicable.
- Name, title, address, telephone number, fax number and e-mail address of contact person during period of proposal evaluation.
- Signature by a person authorized to bind Respondent to the terms of the proposal.

3.3 ACKNOWLEDGEMENT OF AMENDMENTS

It is the Respondent's sole responsibility to obtain all Amendments. The Respondent should verify with the designated Contact Person (see Section 1.7) prior to providing a Submittal that all Amendments have been received. The Respondent shall provide an executed Amendment Acknowledgement Form (Section 6.1) as part of the proposal.

3.4 RESPONDENT QUALIFICATIONS

The Respondent shall complete and submit the Business Information Form (Section 6.2) and the Respondent's Disclosure of Subcontractors and Suppliers (Section 6.3).

The Respondent shall complete and submit the Respondent Qualification Form (Section 6.4). The Respondent shall address each item on a point-by-point basis. If the Respondent includes subcontractors, a separate form shall be completed for each entity.

The Respondent shall complete the Prior Implementation Referral Form (Section 6.5) to provide at least two references of previously completed accounting software implementations with a project of similar size and complexity for a government entity.

The Respondent shall also provide the following:

- An organizational chart showing all individuals, including their titles, who will perform any work on the Contract. This chart must clearly identify the Respondent's employees and those of the subcontractors.

- The experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and subcontractors who will perform work on the Contract. This information shall include functions to be performed by the key individuals and subcontractors.

The Respondent shall complete and submit the Anticipated DBE Participation Form (Section 6.6), even if no DBE Participation is proposed.

Each Respondent shall also provide a written statement, signed by a duly authorized representative, summarizing the present financial condition of the Respondent, and disclosing information as to Respondent's involvement in any current bankruptcy proceedings or has been involved in any bankruptcy proceedings within the last three (3) years.

3.5 TECHNICAL PROPOSAL

The Respondent shall provide all of the documents listed below, each fully completed, signed, and notarized as required. Failure of a Respondent to complete the required documents is considered sufficient cause to deem the proposal non-responsive.

Notwithstanding these submittal requirements, the TPA reserves the right, at its sole discretion, to waive any minor irregularity relating to the submittal. Upon request, it shall be the responsibility of the Respondent to address the determined minor irregularity within a period specified by the TPA (normally within two (2) working days of request). Failure of a Respondent to provide the required information within the specified period is considered sufficient cause to deem the submittal non-responsive.

Each of the following requirements should be addressed in separate sections of the submittal.

A. Overview

The Respondent shall provide a general description of the accounting system and how it addresses the following:

- The requirements of General Accepted Accounting Principles (GAAP), Governmental Accounting Standard Board (GASB), Comprehensive Annual Financial Reporting (CAFR), State of Florida Uniform Chart of Accounts, and Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200).
- A deadline of September 1, 2019 to provide a fully live and operational system.
- Accommodation of a minimum of two (2) full system users and two (2) limited access users.

B. Accounting System Detail

The Respondent shall describe the nature of the hosted accounting system and the protocol for access via secure internet connection. The Respondent should also address the following items:

- Describe the proposed hosted model, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the TPA's network and bandwidth, and any partners that may be involved in service delivery.
- Describe the proposed functions associated with any tiered levels of service, if applicable.
- Describe the proposed system for providing technical support to TPA staff.
- Describe the proposed data center and storage facility location(s), staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
- Describe the proposed change management, upgrade, and patch management protocol.
- Describe the proposed systems administration/management capabilities including monitoring of performance measures, intrusion detection, and error resolution.
- Describe the transactional audit abilities and reporting of the accounting system.
- Describe the process to extract TPA data from the accounting system to facilitate transition to a new accounting system at the end of the contract term or in the event of contract termination.

C. Security

The Respondent shall describe the proposed accounting system security measures, including: firewall security, authentication controls, and data encryption capabilities. The Respondent should also address the following items:

- Describe the security audit capabilities of your proposed solution.
- Describe the proposed system features to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.).
- Describe the proposed process to identify and address vulnerabilities in the proposed system after deployment, the timeframe to address both critical and non-critical vulnerabilities, and any costs to be borne by the TPA.
- Describe the proposed process to identify system bugs, notify the TPA of their existence, and correct them.
- Describe the proposed disaster recovery plan.

D. Hardware and Storage Environment

The Respondent shall describe the proposed information architecture/model, including presentation of data models, taxonomy, data elements, coding structures, and data definitions (employees, Respondents, invoices, etc.).

E. Audits

The Respondent shall describe the transactional audit abilities and associated reporting of the accounting system including audit trails by transaction, by user, and by date. This should include a summary or description of the reports that can be provided to TPA's external auditors.

F. Implementation Plan

The TPA currently uses CMS Advantage, an ERP solution operated by Palm Beach Board of County Commissioners and provisioned to the TPA, to house its current financial system of records containing the TPA's data used for financial reporting, including general ledgers, budgets, purchasing, receiving accounts payable and grant management. The TPA operates in a windows environment with specialized reports and documents created using Microsoft Excel workbooks, macros and database functions.

The Respondent shall provide an implementation plan in narrative format supported by an activity-level project plan that results in a fully live and operational system no later than September 1, 2019. This implementation plan should address the following items:

- General implementation and project management
- Software installation and configuration
- Data conversion plan, including data population into the proposed system
- Reports development
- Integration and interface development
- Training & testing
- Change management process
- System documentation and manuals
- Any additional elements the Respondent identifies to add value to the overall implementation

The Respondent will lead the efforts in each of the implementation areas.

3.6 FUNCTIONAL SYSTEM REQUIREMENTS SURVEY

A primary objective of the TPA in implementing a new system is to provide a more integrated information system that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

To demonstrate support for this objective, the Respondent shall complete the Functional System Requirements Survey (Section 6.7).

Respondents submitting a multi-product solution should reference the additional

module/third party solution in Comment section. The Respondent may provide additional explanation pages as necessary.

3.7 PRICE PROPOSAL

The Respondent shall submit a price proposal in a format substantially similar to the Accounting System Services and Implementation Price Proposal (Section 6.8) and shall complete and have notarized the Price Proposal Form (Section 6.9). The Respondent is responsible for the accuracy of the pricing provided as part of the Submittal. Any errors in providing an accurate price response due to inaccuracies in the provided template are the sole responsibility of the Respondent. If there is not enough space to describe the pricing on these forms, the Respondent may attach additional pricing pages in the same format to facilitate review. The Respondent's price proposal should include the following:

- System deployment & implementation (Travel inclusive)
- Core system
- Additional modules & customization
- Data conversion
- Annual support
- Training (onsite and hourly)
- Licensing fee structure (including all factors affecting licensing fees)

3.8 DEMONSTRATIONS

A Shortlisted Respondent shall document the ability of the proposed accounting system to integrate with the Payroll and Human Resources system selected by the TPA under RFS 2019-02.

A Respondent shall also demonstrate the following operations within the accounting system environment:

A. Invoice Entry for a New Vendor

The Respondent shall demonstrate the entry of an invoice for a new vendor, i.e. Company X-24 for the provision of 100 flashlights. This demo shall illustrate the steps to enter the invoice information, do a quick add for the new vendor and save the invoice for payment approval. The demonstration shall apply at least one (1) TPA defined field to identify the transaction for exception/inclusion in specific reports and or workflows.

B. Review of a System Generated Report

The Respondent shall demonstrate the review of a monthly income statement or similar system generated report including the review of an expense line drilled down to view a single transaction. The demo shall also highlight the simplest method to

view all documents related to the transaction i.e. purchase order, receiver, invoice and check.

C. Contract Management Profile

The Respondent shall demonstrate a review of a \$1,000,000 vendor contract with drill down to view individual orders issued, invoices outstanding, invoices paid, attached documents, and current available budget.

D. Budget Development Process

The Respondent shall demonstrate the drafting of a new budget, acceptance of the draft budget, and steps required to apply accepted budget.

E. Application of Cost Allocation Pools

The Respondent shall demonstrate the process and system entries for a payroll cycle that accrues costs for base salary, vacation time, overhead, retirement and medical across two (2) grant cost centers. The demonstration shall include the allocation steps, journal entries, and/or charge-offs to attribute the costs across two (2) cost centers at a user defined rate.

Base Payroll \$2000, Vacation 6%, Overhead 13%, Retirement 9%, Medical \$225

The Respondent may use an internal payroll system as the data source to demonstrate this ability if the functionality is not substantially different from a third party data source.

The Respondent shall prepare for additional questions by the Committee.

Remainder of this page intentionally blank

SECTION 4 - SCOPE OF WORK/SERVICES

The Contractor shall provide a complete, hosted accounting system (the System), including software, hardware specifications, project management, and other technology services. The System shall be fully compliant with all applicable federal and state regulations, including but not limited to General Accepted Accounting Principles (GAAP), Governmental Accounting Standard Board (GASB), Comprehensive Annual Financial Reporting (CAFR), State of Florida Uniform Chart of Accounts, and Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200).

Specific services shall include, but are not limited to, the following:

- Configuring the System per TPA established specifications
- Hosting the System for the duration specified in the Contract
- Supporting data migration of at least two (2) fiscal years of existing TPA data into the System
- Provisioning access to TPA staff
- Generating required TPA reports and documents to demonstrate system efficacy
- Creating custom reports as requested by TPA staff
- Providing System documentation and manuals
- Providing training and testing for TPA staff
- Providing ongoing hosting and System maintenance services
- Providing ongoing technical support to TPA staff
- Providing ongoing System evaluation and enhancements
- Monitoring System security and providing upgrades as necessary
- Integrating data from the TPA's Payroll and Human Resources Management System

SECTION 5 - SAMPLE AGREEMENT

(Agreement No. 2019-01)

PROFESSIONAL SERVICES AGREEMENT BETWEEN PALM BEACH TRANSPORTATION PLANNING AGENCY AND _____ (CONTRACTOR) FOR ACCOUNTING SYSTEM IMPLEMENTATION AND SERVICES

This Agreement is made as of this _____ day of _____, 2019, by and between the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the "TPA") and _____, a _____ Company, authorized to do business in the State of Florida and whose principal place of business is located at _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

WHEREAS, the Contractor, agrees to provide ACCOUNTING SYSTEM AND IMPLEMENTATION SERVICES as more fully described in the Scope of Services (also referred to as the "Services", "Scope" or "Work") attached hereto as Exhibit A and incorporated and made a part of this agreement; and

WHEREAS, the Contractor was selected to provide the Services via RFS No. 2019-01 in compliance with the TPA Procurement Policy; and

WHEREAS, the TPA agrees to fund the costs associated with the performance of the Services; provided, however, that this funding obligation is contingent upon the Florida Department of Transportation's (hereinafter "FDOT") approval of this Agreement, a determination by FDOT that said costs are "eligible project costs" for which the TPA will be reimbursed, and FDOT's approval of each invoice submitted by the TPA to FDOT for reimbursement under the Metropolitan Planning Organization (MPO) Agreement, Joint Participation Agreement (JPA) or any other TPA/FDOT agreements.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the parties agree as follows:

Section 1. **Incorporation of Facts.** The facts set forth above, in the preamble to this Agreement, are true and correct and incorporated into and made a part of this Agreement by reference.

Section 2. **Purpose.** The purpose of this Agreement is to set forth the various duties, rights, and obligations of parties regarding the provision of services to the TPA.

Section 3. **Representatives.** The TPA's representative during the performance of this Agreement is the Executive Director of the TPA, and the CONTRACTOR's representative during the performance of this Agreement is _____, who shall serve as the primary contact. Either Party to this Agreement may unilaterally change its representative during the term of this Agreement by giving notice to the other party. A change in the designation of the CONTRACTOR's representative shall not affect the responsibility for the provision of the Services under this Agreement unless agreed to in writing by the TPA.

Section 4. Effective Date, Term, and Renewal. This Agreement shall take effect on July 15, 2019 and shall remain in full force and effect for a twelve (12) months, expiring on June 30, 2020. The CONTRACTOR hereby grants to the TPA the option to extend the term of this Agreement on an annual basis. If the TPA elects to exercise the option(s), the TPA will notify the CONTRACTOR of its election at least fifteen (15) days prior to the expiration of the then current term of the Agreement at the address set forth in Section 36 of this Agreement.

Section 5. Services.

A. The TPA hereby engages CONTRACTOR to render the Services set forth in Exhibit A attached hereto. The Services are governed by this Agreement. Changes to the scope of the Services may be made only in a writing signed by both parties.

B. Promptly upon CONTRACTOR'S notice that it has implemented or completed a Deliverable, TPA will test and evaluate each such Deliverable to determine whether each Deliverable conforms to the specifications provided in the Scope for such Deliverable. TPA may deliver a notice of rejection to CONTRACTOR if a Deliverable fails to conform to the Specifications in the Services advising CONTRACTOR as to which aspects of the Deliverable failed, with sufficient detail to assist CONTRACTOR with the reproduction of such failure. CONTRACTOR shall, at no cost to TPA, promptly remedy such failure and deliver the corrected Deliverable to TPA. After delivery of a Deliverable, such Deliverable shall be deemed sufficient if the TPA does not deliver a notice of rejection. CONTRACTOR shall provide Services and shall notify the TPA of its hosting activities, including notices of planned service interruption(s), which must be approved by the TPA. After commencement and acceptance of the initial Services, there will not be an on-going requirement for testing and evaluation, even though the Services will be provided on a continuing basis. Services and activities shall, at all times, be provided to the TPA's satisfaction and shall not be less than that originally accepted by the TPA. Notwithstanding any other provision of this Agreement, the TPA reserves the right to direct, through its TPA Executive Director, that a change be made to the Services, including but not limited to, the cessation of software licenses, hosting and or support services at any time during the term of this Agreement.

C. TPA shall provide suitable staff support, equipment, information, facilities, and system access as are appropriate and reasonably necessary to enable CONTRACTOR to perform the Services. TPA acknowledges and agrees that CONTRACTOR's performance is dependent on and subject to such performance by TPA or third parties of their responsibilities in a timely manner. CONTRACTOR shall be entitled to rely on, and TPA shall be responsible for, all decisions, instructions and approvals of TPA project administrative and other personnel in connection with the Services. TPA shall procure all consents, licenses, approvals or permissions as may be necessary to enable CONTRACTOR to perform the Services, with such assistance from CONTRACTOR as TPA shall reasonably request.

D. TPA acknowledges that CONTRACTOR's ability to perform its obligations as contained in this agreement will depend upon CONTRACTOR receiving timely, accurate and complete data, information, software, assistance, specifications and payments from TPA as specified in the Scope. CONTRACTOR shall not be held liable for any delay or failure to perform its obligations as a result of TPA's or a third party's failure to supply CONTRACTOR with all necessary data, information, software, assistance, specifications and payments in a timely and accurate manner as specified in the Scope. TPA further acknowledges that in the event TPA fails to deliver content or images or other information to CONTRACTOR, the project schedule

will be affected and adjusted accordingly: for every day that TPA delays delivery, the project schedule may be postponed by one day plus five (5) business days for rescheduling purposes.

E. Notification of Delay - In the event that TPA or CONTRACTOR anticipates any delay in the delivery of any items as part of its responsibilities under this Agreement, each shall promptly notify the other of such delay and provide prompt assistance in resolving any such delays.

F. The CONTRACTOR shall comply with all applicable laws, ordinances and regulations relevant to the Work contemplated under this Agreement.

G. All expense costs are included in the CONTRACTOR's fixed price cost. TPA will not make a separate payment for reimbursable expenses. TPA shall not be liable for additional costs incurred due for any reason outside of CONTRACTOR's control.

Section 6. Payments.

A. The TPA shall pay CONTRACTOR, for the Services upon completion, (which shall include all Deliverables), specified in the Scope. Except as otherwise provided in the applicable Scope, all fees are quoted in United States currency. The not to exceed amount to be paid for the Services described in the Scope attached hereto as Exhibit A is \$_____. Software and services provided for the performance of said Scope shall be invoiced in accordance with the rates established in Exhibit B for CONTRACTOR.

B. All invoices submitted by CONTRACTOR shall be itemized in sufficient detail so that TPA and any other governmental entity with oversight over expenditures made pursuant to this Agreement may perform proper pre and post audits of the invoices and determine that the Services have been properly performed. All invoices shall include all documentation deemed necessary by TPA and shall conform to applicable state and federal law.

C. The TPA shall review and approve invoices received from the CONTRACTOR to ensure that services have been rendered in conformity with this Agreement and then will process the invoices for payment. Invoices will normally be paid within thirty (30) days following the TPA's approval. Payments will be remitted to the CONTRACTOR at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONTRACTOR to the TPA. Additionally, payment may be withheld by the TPA Executive Director for failure of the CONTRACTOR to comply with a term, condition, or requirement of this Agreement until remedied or resolved to in a manner satisfactory to the Executive Director. The withheld amount shall not be subject to interest charges to the TPA.

D. CONTRACTOR shall indicate "final invoice" on its last/final billing to the TPA. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs properly invoiced to the TPA. Any charges not included on the final invoice shall be waived. If any invoices are to be paid by a state or federal agency or TPA is to be reimbursed for expenditures it has made, CONTRACTOR shall submit all supporting documentation or detail required by TPA for such purposes and in accordance with the schedule established by TPA.

E. Suspension of Service. If any TPA account is fifteen (15) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights set forth in this Agreement), CONTRACTOR reserves the right to suspend performance of the Services, without incurring or becoming subject to any liability in connection with or arising out of such suspension, until such

account is paid in full. Under no circumstances, however, shall CONTRACTOR change user information or otherwise take control of any TPA data, software, program or shared third party TPA account such that TPA's access or use is impaired or the data, software, program or account is not readily accessible.

Section 7. Availability of Funds. The TPA's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the U.S.DOT or an agency thereof, which funds are to be used for the purposes of this Agreement, and an annual appropriation for the purposes of the Agreement by the TPA and Palm Beach County's Board of County Commissioners. In addition, the TPA shall not be obligated to perform or pay for any services provided or to be provided under this Agreement, including reimbursement of costs and expenses if:

A. FDOT has not approved this Agreement;

B. FDOT determines that any of the services provided or to be provided, including reimbursement of costs or expenses are not "eligible project costs" for which the TPA may be reimbursed;

C. FDOT shall suspend (for the period of suspension), disallow or not approve any requisition or invoice submitted by the TPA to FDOT for reimbursement; or

D. FDOT shall terminate or cancel its TPA Agreement or JPA with the TPA, fail to fully fund its obligations thereunder, or decline to provide funding approval for any fiscal year of the Agreement. The TPA's failure to receive funds or the revocation of funding shall constitute a basis for the TPA's termination of this Agreement for convenience.

CONTRACTOR shall reimburse the TPA for any amounts for which payment has been made by the TPA to the CONTRACTOR, if such amounts become ineligible, disqualified or disallowed for reimbursement by FDOT or the federal government, due to any act, error, omission or negligence of the CONTRACTOR.

Section 8. Reports and Ownership of Documents. All written information associated with this Agreement shall be considered a public record open to public inspection subject to the provisions of Chapter 119, F.S., unless otherwise made confidential or exempt under Florida law. All documents, drawings, maps, sketches, programs, database reports, and other data developed under this Agreement shall be the property of the TPA. Any modifications made by the TPA to any of the CONTRACTOR's documents without written authorization from the CONTRACTOR, will be at the TPA's sole risk and without liability to the CONTRACTOR.

A. The CONTRACTOR shall deliver to the TPA's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TPA under this Agreement.

B. To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the TPA or at its expense will be kept confidential by CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the TPA's prior written consent unless required by a lawful court order.

C. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

D. The CONTRACTOR acknowledges that it is subject to Florida's Public Records Law and agrees that it shall comply with the requirements of said law. The CONTRACTOR further agrees that the TPA may unilaterally terminate this Agreement (and such termination will be for cause) if the CONTRACTOR refuses to produce or to allow public access to any documents, papers, letters, data, or other material subject to the provision of Chapter 119, F.S., or does not produce or allow access within a reasonable period of time after a request for public records has been received. The CONTRACTOR agrees that it shall not initiate or take any action against the TPA if the TPA terminates this Agreement as a result of CONTRACTOR's failure to comply with Florida's Public Records Law. Notwithstanding anything contained herein, CONTRACTOR further agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the TPA in order to perform the Services;
2. Provide the public with access to public records on the same terms and conditions that the TPA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
4. Meet all requirements for retaining public records and transfer, at no cost to the TPA, all public records in possession of the CONTRACTOR upon termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TPA in a format that is compatible with the information technology system of the TPA, as determined by the TPA.

Section 9. Access and Audits.

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after completion or termination of this Agreement and the issuance of any audit, whichever comes last. In the event of litigation or settlement of claims arising from the performance of this Agreement, the CONTRACTOR shall maintain such records until notified by the TPA that the litigation or claims have been concluded and resolved. The CONTRACTOR shall maintain all records in Palm Beach County or such other location in the State of Florida approved by the TPA's representative.

B. The CONTRACTOR shall comply and cooperate with any audit, monitoring procedures, accounting process or other processes deemed appropriate by the TPA or FDOT, including but not limited to site visits and limited scope audits. The Palm Beach County Inspector General, FDOT, the State of Florida Chief Financial Officer,

Comptroller or Auditor General, the Federal Transit Administration (FTA) or Federal Highway Administration (FHWA) Administrator or the U.S. DOT or their authorized employees and representatives, and any agency thereof, shall have access to and CONTRACTOR shall make available its books, records, and documents related to the performance of this Agreement, for the purpose of inspection, audit or reproduction during normal business hours at the TPA's or CONTRACTOR's place of business in Palm Beach County or other location identified in Palm Beach County and acceptable to the TPA for such purpose.

Section 10. Preparation of Documents, Certifications and Reports. Should the TPA be required by FDOT or an agency of the federal government, including but not limited to the U.S. DOT, or any agency thereof, to provide any certifications, documents or reports related in any manner to this Agreement, the CONTRACTOR will cooperate and assist the TPA with the preparation of such.

Section 11. No Agency Relationship. Nothing contained in this Agreement or in any contract of the CONTRACTOR's shall create an agency relationship between the TPA and the CONTRACTOR or Palm Beach County and the CONTRACTOR.

Section 12. FDOT Funded Project.

A. This Agreement is funded in whole or in part with funds received from FDOT by the TPA. The expenditure of such funds is subject to the terms and conditions of a JPA or MPO Agreement between the TPA and the FDOT as it may be amended, replaced or revised from time to time and any other agreement that the TPA may enter into with FDOT concerning the Work. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with TPA requests which would cause the TPA to be in violation of any term or condition of its MPO Agreement or JPA with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the TPA. The CONTRACTOR will immediately remedy any deficiency or violation found by the TPA upon notice of such from the TPA, or alternatively, and in addition to any other right to terminate this Agreement, CONTRACTOR may terminate this Agreement by providing written notice to the TPA. In the event of termination, the CONTRACTOR will be paid by the TPA for services satisfactorily rendered through the effective date of termination; provided, that, the CONTRACTOR is not in breach, no circumstance(s) exists which would limit or restrict the TPA's obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 7. The TPA's obligation to pay the CONTRACTOR is contingent upon the CONTRACTOR's satisfactory performance of the Work, the TPA's receipt of funds from the FDOT and allocation of said funds for the purposes of this Agreement.

B. If any provision of this Agreement requires the CONTRACTOR to violate any federal, state or local law or regulation, CONTRACTOR will at once notify the TPA in writing of the appropriate changes and modifications that are necessary to enable it to go forward with the Work in compliance with law.

Section 13. Termination. This Agreement may be terminated by the CONTRACTOR for cause upon sixty (60) days written notice to the TPA's representative, at its address set forth in this Agreement or other address designated in writing by the TPO in a notice to the CONTRACTOR. It may also be terminated, in whole or in part, by the TPA, with cause, upon three (3) days written notice to the CONTRACTOR, and without cause and for the convenience of the TPA upon five (5) days written notice to the CONTRACTOR at its address set forth in this Agreement or other address designated in writing by the CONTRACTOR in a notice to the TPA.

The CONTRACTOR shall not be entitled to any anticipated lost profits on uncompleted work or other damages as a result of the TPA's termination of this Agreement for convenience. The CONTRACTOR shall be paid for services rendered to the TPA's satisfaction through the date of termination except, if the CONTRACTOR is in default the TPA shall have a right to offset against the amount that would otherwise be payable to the CONTRACTOR to compensate the TPA for any actual damages suffered because of the CONTRACTOR default(s). The CONTRACTOR expressly acknowledges and agrees that five (5) days notice is adequate consideration for the TPA's right to terminate for convenience. After receipt of a Termination Notice from the TPA, except as otherwise directed by the TPA, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Incur no further costs or place orders for materials, services, or facilities, except as may be necessary to complete that portion of the Work not terminated; provided, that the CONTRACTOR has obtained the TPA's agreement that such must be completed.
- C. Terminate and settle all orders and subcontracts relating to the performance of the terminated Work.
- D. Transfer all Work in process, completed Work, and other materials related to the terminated Work to the TPA.
- E. Continue and complete all parts of the Work that have not been terminated and prepare all necessary reports and documents required under the terms of this Agreement, up to the date of termination, as requested by the TPA's representative.

Section 14. Indemnification. CONTRACTOR shall protect, defend, reimburse, indemnify and hold the TPA and Palm Beach County, and their respective agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CONTRACTOR.

Section 15. Insurance.

A. The CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The CONTRACTOR shall agree to provide the TPA with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as TPA's review or acceptance of insurance maintained by the CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the contract.

B. **Commercial General Liability.** The CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by TPA. The CONTRACTOR shall provide this coverage on a primary basis.

C. **Business Automobile Liability.** CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONTRACTOR doesn't own any

automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The CONTRACTOR shall provide this coverage on a primary basis.

D. Worker's Compensation Insurance & Employers Liability. CONTRACTOR shall maintain Worker's Compensation & Employers Liability in accordance with Ch. 440, Florida Statutes. The CONTRACTOR shall provide this coverage on a primary basis.

E. Professional Liability. The CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, the TPA reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. The CONTRACTOR shall provide this coverage on a primary basis.

F. Additional Insured. The CONTRACTOR shall endorse the TPA and Palm Beach County as Additional Insureds with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County, Florida and the Palm Beach Transportation Planning Agency, and their respective Officers, Employees and Agents." The CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

G. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the TPA and Palm Beach County, and their respective Officers, Employees and Agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

H. Certificate(s) of Insurance. Prior to execution of this Contract, the CONTRACTOR shall deliver to the TPA's representative, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be delivered to:

Palm Beach Transportation Planning Agency
c/o: Executive Director
2300 N. Jog Road, 4th Floor
West Palm Beach, Florida 33411

I. Umbrella or Excess Liability. If necessary, the CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The TPA and Palm Beach County, Florida, shall be specifically endorsed as "Additional Insureds" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

J. Right to Review. The TPA and Palm Beach County, on behalf of the TPA, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. The TPA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Section 16. Authority to Practice, Compliance with Laws, Licensing and Personnel. The CONTRACTOR warrants that all professional services shall be performed by skilled and competent personnel to the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the TPA nor shall they be considered as joint employees or volunteers of the TPA.

B. All of the services required hereunder shall be performed by the attorneys identified in Exhibit B to this Agreement by CONTRACTOR, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services. The CONTRACTOR further represents and warrants that it has and will continue to maintain all licenses, certifications and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with law. Proof of such licenses, certifications and approvals shall be provided to the TPA's representative upon request. The CONTRACTOR warrants that all services shall be performed by highly skilled and competent personnel.

C. Any changes or substitutions to the CONTRACTOR's key personnel identified in Exhibit B to this Agreement must be made known to the TPA's representative and written approval must be granted by the TPA's representative before any such change or substitution can become effective.

D. All of the CONTRACTOR's personnel and all of its subcontractors, while on Palm Beach County property, shall comply with all Palm Beach County requirements governing conduct, safety and security.

E. The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the Service, including those applicable to conflicts of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Work and its performance thereof.

Section 17. Public Entity Crimes. In accordance with Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any Work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

Section 18. Discriminatory Vendor List. The CONTRACTOR hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

Section 19. Criminal History Records Check. The CONTRACTOR shall comply with the provisions of Palm Beach County Ordinance No. 2003-030, the Criminal History Records Check Ordinance (Ordinance), if the CONTRACTOR's employees or subcontractors are required under this Agreement to enter a critical facility as identified in Palm Beach County Resolution No. R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although TPA agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

Section 20. E-Verify.

A. The TPA has agreements with FDOT which require the TPA to agree and assure FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of the CONTRACTOR's employees, and the employees of the CONTRACTOR's subcontractors, which are working on this Agreement. Accordingly, the CONTRACTOR agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The CONTRACTOR shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the TPA and FDOT on forms and in the manner required by the TPA.

B. The CONTRACTOR acknowledges that the TPA has received and will seek funds from FDOT, and that such funds may be used to pay the CONTRACTOR for the services it provides under this Agreement. The CONTRACTOR further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. The CONTRACTOR affirms to the TPA that it will not employ unauthorized aliens or take any other act which may cause the TPA to be in violation of any term or condition of any agreement between the TPA and FDOT.

Section 21. Title VI - Nondiscrimination Policy Statement. During the performance of this Agreement, the CONTRACTOR agrees for itself, its assignees and successors in interest as follows:

A. **Compliance with Regulations:** The CONTRACTOR shall comply with the nondiscrimination regulations applicable to federally assisted programs of the U.S. DOT set forth at 49 CFR Part 21, as they may be amended from time to time (referred to hereinafter as the “Regulations”). Said Regulations are hereby incorporated into and made a part of this Agreement by reference.

B. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or familial status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by the Regulations established at 49 CFR 21, as they may be amended from time to time, including employment practices, if this Agreement covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the CONTRACTOR, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR’s obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or familial status.

D. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the FDOT, FHWA, FTA, Federal Aviation Administration (FAA), and/or the Federal Motor Carrier Safety Administration (FMCSA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the FDOT, FHWA, FTA, FAA, and/or the FMCSA as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of the CONTRACTOR’s noncompliance with the nondiscrimination provisions of this Agreement, the FDOT may impose such contract sanctions as it or the FHWA, FTA, FAA, and/or the FMCSA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR until the CONTRACTOR complies; and/or
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

F. **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of paragraphs A. through E. of this section in every subcontract, including procurements

of materials and leases of equipment, unless exempted by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the FDOT, FHWA, FTA, FAA, and/or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the FDOT to enter into such litigation to protect the interests of the FDOT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

G. The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et. seq.* and 3601 *et. seq.*), and all applicable implementing regulations of the U.S.DOT and its agencies.

H. The CONTRACTOR does hereby represent and certify that it will comply with all the requirements of the Americans with Disabilities Act (42. U.S.C. 12102, *et. seq.*) and all applicable implementing regulations of the U.S.DOT and its agencies.

I. The CONTRACTOR shall report all grievances or complaints pertaining to its actions and obligations under this Section to the TPA.

Section 22. Conflict of Interest.

A. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONTRACTOR further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.

B. The CONTRACTOR shall promptly notify the TPA's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the CONTRACTOR may undertake and advise the TPA as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the CONTRACTOR. The TPA may notify the CONTRACTOR of its opinion as to whether a conflict exists under the circumstances identified by the CONTRACTOR. If, in the opinion of the TPA, the prospective business association, interest or circumstance would constitute a conflict of interest by the CONTRACTOR, then the CONTRACTOR shall immediately act to resolve or remedy the conflict. If the CONTRACTOR shall fail to do so, the TPA may terminate this Agreement for cause.

C. The CONTRACTOR shall not enter into any contract, subcontract, or arrangement in connection with the Work (also referred to herein as "Project," "Scope," "Scope of Services" or "Services") or any property included or planned to be included in the Work, with any officer, director or employee of the TPA or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director

or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest.

D. "Material Interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.

E. The CONTRACTOR shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the TPA by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the TPA.

F. The CONTRACTOR agrees for itself and shall insert in all contracts entered into in connection with the Work or Project or any property included or planned to be included in the Work or Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the TPA during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 23. Independent Contractor Relationship. The CONTRACTOR is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the TPA. All persons engaged in any of the Work or services performed pursuant to this Agreement shall, at all times and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the CONTRACTOR's relationship and the relationship of its employees to the TPA shall be that of an Independent Contractor and not as employees or agents of the TPA. The CONTRACTOR does not have the power or authority to bind the TPA in any promise, agreement, or representation.

Section 24. Assignment. Neither this Agreement nor any interest herein shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the CONTRACTOR without the prior written consent of the TPA.

Section 25. Contingent Fees. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 26. Members of Congress. No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

A. The CONTRACTOR agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the TPA, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making

of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid to the CONTRACTOR for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Work, the CONTRACTOR shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions or provide notification to the TPA in any other manner the TPA may allow.

C. The CONTRACTOR shall include the two (2) above-stated clauses modified to show the particular contractual relationship, in all subcontracts it enters into related to the Work.

D. The CONTRACTOR may not expend any funds received under this Agreement for lobbying the Florida Legislature or any agency of the State.

Section 27. Application of Federal Requirements. This Agreement is funded, in part, by funds made available by FTA and FHWA. Additional terms and conditions are set forth in Exhibit C attached hereto and made applicable to the CONTRACTOR. The CONTRACTOR shall perform the duties and obligations described in Exhibit C and shall complete the representations and provide any information required therein.

Section 28. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No person or entity other than the CONTRACTOR or TPA shall have any rights in this Agreement or any remedy against either the CONTRACTOR or TPA for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the CONTRACTOR to the TPA hereunder.

Section 29. Enforcement Costs. Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 30. No Waiver. No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 31. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 32. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction,

of this Agreement. The TPA's DBE Program, as required by 49 CFR Part 26 and approved by U.S. DOT is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and the failure to carry out its terms shall be treated as a violation of this Agreement.

B. Neither the CONTRACTOR nor any subcontractor it may use in the performance of this Agreement shall discriminate on the basis of race, color, national origin, or sex in the award of or the performance of this Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this Agreement and the Work associated with this U.S. DOT assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy or action as the TPA deems appropriate which may include but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages, and/or
4. Disqualifying CONTRACTOR from future contracts as non-responsible.

C. CONTRACTOR shall include the statements set forth in paragraphs A. and B. above in each subcontract or sub-CONTRACTOR contract it lets which contract directly relates to this Agreement.

D. The CONTRACTOR is encouraged to seek DBEs for participation in subcontracting opportunities.

E. The TPA has adopted the FDOT's DBE Program, including but not limited to FDOT's Methodology for Determining DBE Goals and FDOT's Annual Goal for DBE participation in solicitations and award of contracts. This DBE Program, as adopted by TPA, is incorporated into and made a part of this Agreement. The CONTRACTOR acknowledges that it has reviewed and is familiar with the terms of the DBE Program. DBE participation towards overall and contract specific goals will be counted as provided in 49 CFR 26.55 and TPA's adopted DBE Program.

F. The CONTRACTOR shall abide by the provisions of the TPA's adopted DBE Program, as it may be amended from time to time, and acknowledges that its failure to comply with said Program is a material breach which may result in the termination of this Agreement or such other sanctions or action deemed appropriate by the TPA under the circumstances, including but not limited to the sanctions identified in paragraph B. above.

G. The CONTRACTOR understands that each DBE firm utilized in the performance of this Agreement must be certified by FDOT or other participant(s) in

Florida's United Certification Program in order to be counted toward the DBE participation goal.

H. The TPA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

I. The CONTRACTOR will only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. If a subcontractor fails to perform or make progress as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by TPA. If a goal or preference points has been assigned to this Agreement, the CONTRACTOR shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on this Agreement with another certified DBE, to the extent needed to meet the contract goal. The CONTRACTOR shall notify the TPA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation of such. The CONTRACTOR must obtain the TPA's representative's prior approval to substitute a DBE. The CONTRACTOR shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the TPA. If the CONTRACTOR fails or refuses to comply in the time specified, the TPA may issue an order stopping all or part of the work and payments therefor until satisfactory action has been undertaken, terminate this Agreement for noncompliance/default, impose sanctions, or take other action deemed appropriate by the TPA under the circumstances.

J. The CONTRACTOR shall provide the TPA with a copy of the CONTRACTOR's contract with any subcontractor and any other related documentation requested by TPA's representative along with documentation evidencing the certification of DBEs to be used as subcontractors in the performance of this Agreement.

K. The CONTRACTOR agrees to maintain in Palm Beach County, Florida or such other location in Florida approved by the TPA's representative, all relevant records, documents of payments and information necessary to document payments to DBEs for at least five (5) years following the termination of this Agreement. In the event litigation is commenced involving or relating to a DBE, the CONTRACTOR agrees to maintain such records until the conclusion of all litigation and the expiration of any appeal periods. All such records and information shall be immediately made available for reproduction, examination or inspection upon the request of TPA's representative or any authorized representative of FDOT or the U.S. DOT or any agency thereof. The CONTRACTOR agrees to require all of its DBE subcontractors to comply with the same records and information maintenance and availability requirements that it is subject to in this Agreement.

L. The CONTRACTOR shall, on a monthly basis or such other period required by the TPA's representative, submit payment certification(s) for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how much. Such certifications shall be made in the manner required and/or on a form(s) furnished by the TPA's representative. Said form(s) shall be signed by the CONTRACTOR, affirmed as true and accurate, and shall be subject to all statutory and legal requirements applicable to the submission of false statements. The CONTRACTOR will fully participate and cooperate with TPA, FDOT, U.S. DOT or its agencies, and their authorized representatives, regarding any monitoring process it establishes pertaining to the use and review of all subcontractors, including all interim and final audits of payments to subcontractors. Audits may be conducted to review payments to DBE subcontractors to ensure that the actual amount paid to DBEs equals or exceeds the dollar amounts of the Work the CONTRACTOR represented would be subcontracted to or performed by DBEs, or for which DBEs would be utilized.

M. Prior to receiving any progress payment due under this Agreement, the CONTRACTOR shall certify that it has disbursed to all subcontractors and suppliers, having an interest in the Agreement or performing work or providing materials or supplies used by the CONTRACTOR in its performance of the Work, their pro-rata share(s) of the payment received by the CONTRACTOR from previous progress payments for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor for payment, as approved by the TPA and FDOT, and as deemed appropriate by TPA. The CONTRACTOR shall return all retainage payments withheld by the CONTRACTOR within thirty (30) days after each subcontractor's work has been satisfactorily completed. The CONTRACTOR shall not be entitled to any progress payment before certification, unless the CONTRACTOR demonstrates good cause for not making any such required payment and furnishes written notification of such good cause, acceptable to the TPA, to both the TPA and the affected subcontractors and suppliers.

N. Within thirty (30) days of the CONTRACTOR's receipt of any payment(s) received under this Agreement and any final progress payment received thereafter, the CONTRACTOR shall pay all subcontractors and suppliers having an interest in the Agreement or performing work or providing materials or supplies used by the CONTRACTOR in its performance of the Work, their pro-rata share(s) of the payment(s), unless the CONTRACTOR demonstrates good cause, acceptable to the TPA, for not making any required payment(s) and furnishes written notification to the TPA and the affected subcontractors and suppliers within said thirty (30) day period.

O. The provisions of this section shall be construed in conformity with any requirement of state or federal law. In the event of any conflict, state or federal law will control the resolution of the conflict.

Section 39. **Truth in Negotiations Certificate.** Signature of this Agreement by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that

the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the TPA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. TPA shall exercise its rights under this section within three (3) years following final payment.

Section 40. Federal and State Taxes. Palm Beach County is exempt from payment of the Florida State Sales and Use Taxes. The TPA may sign or have cause to have signed an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TPA, nor is the CONTRACTOR authorized to use the Palm Beach County's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Agreement.

Section 41. Successor and Assigns. The CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 42. Excusable Delays. The CONTRACTOR shall not be considered in default by reason of any failure in performance if its failure arises out of causes reasonably beyond the control of the CONTRACTOR and without its fault or negligence. Such causes are limited to, acts of God, force majeure, natural or public health emergencies, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the TPA shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR's failure to perform was without its fault or negligence, a Timeline or Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the TPA's rights to change, terminate, or stop any or all of the Work at any time.

Section 43. Arrears. The CONTRACTOR shall not pledge the TPA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

[Remainder of page left blank intentionally. Signatures on following page]

IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONTRACTOR have hereunto executed this Agreement on the day and year above written.

CONTRACTOR

WITNESS:

By: _____
Signature

Signature

Print Name, Title

Print Name

PALM BEACH MPO doing business as the
PALM BEACH TRANSPORTATION
PLANNING AGENCY

WITNESS:

By: _____
Hal Valeche, Chair

Signature

Print Name

Approved as to Form and
Legal Sufficiency

Approved as to Terms
and Conditions

TPA General Counsel

Executive Director, Palm Beach TPA

Contract Exhibits

Exhibit A - RFS No. 2019-01

A full copy is available for review upon request.

Exhibit B - Contractor Proposal, Dated _____

Exhibit C - Required Federal Agreement Clauses

CONTRACT EXHIBIT A - RFS NO. 2019-01

Accounting System Services and Implementation

Date Issued: 6/17/2019

A FULL COPY OF RFS NO. 2019-01 IS AVAILABLE FOR REVIEW AND INSPECTION UPON REQUEST FROM THE TPA

CONTRACT EXHIBIT B - CONTRACT PROPOSAL

**Contractor's Proposal for
RFS 2019-01**

CONTRACT EXHIBIT C - REQUIRED FEDERAL AGREEMENT CLAUSES

A. No Government Obligation to Third Parties. CONSULTANT agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to any third party contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this Agreement or purchase order. CONSULTANT agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

B. Program Fraud and False or Fraudulent Statements. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, *et seq.*, and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this Agreement. Upon execution of this Agreement, CONSULTANT certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the Agreement or the underlying FTA assisted project for which this Agreement or Work Order is being performed. In addition to other penalties that may apply, CONSULTANT acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on it to the extent the Federal Government may deem appropriate. CONSULTANT also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1), to the extent the Federal Government deems appropriate. CONSULTANT agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. CONSULTANT shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. Federal Changes. CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be promulgated or amended from time to time during the term of this Agreement. CONSULTANT's failure to so comply shall constitute a material breach of this Agreement. CONSULTANT agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

D. Incorporation of Federal Transit Administration (FTA) Terms. This Agreement shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this Agreement and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Work as described in FTA Circular 4220.1F, and applicable federal law. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the MPO to be in violation of its JPA or any FTA terms and

conditions applicable to this Project. CONSULTANT agrees to include the above stated provision in each subcontract financed in whole or in part with FTA assisted funding.

E. Civil Rights. The following requirements apply to this Agreement:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONSULTANT agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.
2. Equal Employment Opportunity:
 - (a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.
Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.
 - (b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

3. CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

F. Disadvantaged Business Enterprises (DBE). See Section 38 of the Agreement

G. Government-wide Debarment and Suspension. If this Agreement has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, CONSULTANT is required to verify that neither it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 and does so hereby certify. CONSULTANT agrees to comply with and does hereby assure and certify the compliance of each third-party contractor and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any agreement arising out of such offer, proposal or bid is in effect. CONSULTANT further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into

H. Contract Work Hours and Safety Standards Act Requirements. If the solicitation involves a construction project in excess of \$2,000 or a non-construction project to which the Act applies over \$2,500, and is financed at least partly by loans or grants from the Federal Government, the contractor agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The contractor also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance.

I. Energy Conservation. CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

J. Seat Belts. CONSULTANT is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate CONSULTANT-owned, rented or personally operated vehicles, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging, and to address each in every sub-agreement it enters into related to this Agreement. Specifically, CONSULTANT is encouraged to comply with: (a) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders.

SECTION 6 - DOCUMENTS TO BE SUBMITTED WITH PROPOSAL

The Respondent shall complete and submit ALL the following documents as part of its formal submittal. FAILURE TO COMPLETE, SIGN AND SUBMIT THESE DOCUMENTS MAY DEEM A SUBMITTAL NON-RESPONSIVE.

6.1 - AMENDMENT ACKNOWLEDGEMENT FORM

RFS NO. 2019-01

Amendment #

Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESPONDENT: _____
(Company Name)

(Signature)

(Printed Name & Title)

6.2 - BUSINESS INFORMATION FORM

RFS NO. 2019-01

Full Legal Name of Entity: _____
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

If Respondent is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Respondent (subsidiary) and not as to parent company.

Federal I.D. Number: _____

Form of Entity:

☐ Corporation ☐ Limited Liability Company ☐ Partnership, General
☐ Partnership, Limited ☐ Joint Venture ☐ Sole Proprietorship

Is Entity registered to do business in the State of Florida? Yes ☐ No ☐

If **yes** to the above, as of what date? _____

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Respondent acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with TPA.

RESPONDENT'S AUTHORIZED SIGNATURE:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____

6.3 - RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

RFS NO. 2019-01

Please list all Subcontractors and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

6.4 - RESPONDENT QUALIFICATION FORM

RFS NO. 2019-01

A. Full Name of Respondent:

B. Indicate the number of years you have successfully provided Accounting System software and services to governmental entities: _____

C. Have you ever failed to complete any awarded work? Yes _____ No _____

If yes, explain: _____

D. Within the last five years, has any officer or partner of your organization ever been an officer or partner of any other organization that failed to complete a contract? Yes _____ No _____

If yes, explain: _____

E. Within the last five years, have you ever had a performance, payment or bid bond called? Yes _____ No _____

If yes, explain: _____

F. Within the last five years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against a governmental entity in Florida? Yes _____ No _____

If yes, explain: _____

G. Have you ever had a contract terminated (either as a prime contractor or sub-contractor) for failure to comply, breach, or default? Yes _____ No _____

If yes, explain: _____

Signature

Title

Name

Date

6.5 - PRIOR IMPLEMENTATION REFERRAL FORM

RFS NO. 2019-01

Please list a minimum of two (2) government contract references for similar implementations to those requested in this RFS and include a complete listing of all local government clients for the requested products and services

Respondent name:	
Customer name:	
Customer contact:	
Customer phone number:	()
Customer E-mail address	
System which Solution Replaced	

Describe Nature of Project and Services Provided to This Client:

--

Configuration of Solution Implemented (Hardware, Software):

--

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

6.6 - ANTICIPATED DBE PARTICIPATION STATEMENT

RFS NO. 2019-01

Contractor's Name: _____

Contractor's FEID Number: _____

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____% of the contract dollars to DBE(s).
Listed, below are the proposed DBE sub-contractors:

<u>DBE (s) Name</u>	<u>Type/Specialty Work</u>	<u>Dollar Amount/Percentage</u>
---------------------	----------------------------	---------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in TPA contracts. The anticipated DBE amount will not become part of the contractual terms.

6.7 - FUNCTIONAL SYSTEM REQUIREMENTS SURVEY

RFS No. 2019-01

Respondent Name					
No.	Service Requirement	Core System	Add-On Module	Not Available	Comments
1	Perform automated and manual bank reconciliations within the software.				
2	Originate electronic payments (ACH, EFT, etc.)				
3	Perform voids, cancels, and stop payments on checks within the system.				
4	Report daily bank balance(s).				
5	Automated daily cash flow analysis based on bank reports, estimated deposits, estimated outstanding checks and known debits/credits.				
6	Cash flow management and forecasting based on projections and historical trends, with manually override information.				
7	Store electronic copies of issued checks.				
8	Require multiple check signatures based on check amount.				
9	Perform and reconcile multiple bank accounts.				
10	Accommodate up to 1000 Vendors in Accounts Payable System.				
11	Prepopulate fields during invoice entry based on vendor name, number, purchase order number, and/or invoice number.				
12	Enter Delivery or Service Date separately from Invoice date.				
13	Use customized field(s) during invoice and purchase order entry that can be used for inclusion/exclusion from custom reports				
14	Perform data validation during invoice and purchase order entry with error messages.				
15	Generate purchases orders and requisitions.				
16	Process partial invoice payment.				

Respondent Name					
No.	Service Requirement	Core System	Add-On Module	Not Available	Comments
17	Allow direct input of purchase orders without the need for a contract as a source document.				
18	Automatically assign purchase order numbers with authorized override option.				
19	Split purchase order and requisition line items to multiple General Ledger accounts.				
20	Create and manage blanket work orders.				
21	Schedule and release payments.				
22	Process check runs at any time.				
23	Generate an invoice and receive payment				
24	Show open AR invoices on Dashboard				
25	Store and prepopulate multiple vendor addresses for delivery, remittance, and invoicing.				
26	Assign multiple contracts per vendor.				
27	Store multiple vendors per contract.				
28	Store multiple items per contract.				
29	Track multiple purchased orders/task orders within a single contract.				
30	Encumber and manage multi-year contracts.				
31	Generate contract specific DBE reports.				
32	Generate 1099 reports and required documentation.				
33	Updates to annual 1099 forms, IRS file formats, etc. Provided with software maintenance agreement.				
34	View of “available budget” during requisition/purchase order entry for any type of purchase order, journal entry, or accounts payable invoice transaction.				

Respondent Name					
No.	Service Requirement	Core System	Add-On Module	Not Available	Comments
35	Ability for unfulfilled encumbrances to roll to next year, at year end, along with their associated budget, with prior year liquidation transaction performed.				
36	View rollover encumbrance balances separate from current year budgeted amounts for an account.				
37	Roll specified balance sheet accounts to user specified destination accounts in conjunction with the year-end closing process (e.g. Fund balance accounts are combined and rolled to a beginning fund balance).				
38	Start processing against any period in the new fiscal year prior to close of last fiscal year. Retroactive transactions are allowed.				
39	Maintain active, inactive, and restricted accounts.				
40	Base budget preparation from prior year actual expenditures.				
41	Budget capture to import external information into the system.				
42	Entry, retention, and modification of requested, recommended, and approved budgets.				
43	Global change perform Budget Prep (Fringe Benefits, merit increases, etc.).				
44	Management of new budget implications to live payroll changes (e.g., raises & transfers) performed during the budget development cycle.				
45	Concurrent multi-year budgeting.				
46	Liquidate a rollover encumbrance while restricting the liquidated amount from being added to the current year budgeted amount (e.g. cancel an outstanding purchase order from a previous year that has an encumbered balance remaining).				
47	Journal entry functionality to provide assistance in performing allocations, by a percentage or based on a separate allocation table.				
48	Customized fringe benefit fields available.				

Respondent Name					
No.	Service Requirement	Core System	Add-On Module	Not Available	Comments
49	Loaded Rate Summary Report with columnar cost breakdowns for base salary, fringe, FICA, Retirement, etc.; staff member totals; and agency total.				
50	Make and automate specific allocations and transfers between departments and funds as defined by the user (i.e. internal service funds and debt service).				
51	Change the allocation formulas without affecting prior allocations.				
52	Provide an activity based costing system.				
53	Allow standard overhead rates to be applied to a project.				
54	Tracking of non-depreciable assets.				
55	Support of barcoded asset tags and barcode readers for performing physical inventories.				
56	Print barcoded tags or labels for fixed asset identification.				
57	Attach memos, documents, pictures, etc. to asset file.				
58	Depreciate fixed assets and allocate depreciation to those programs/accounts that use the assets.				
59	Funding availability reporting at the project level, grant level, cost center level or department level.				
60	Manage grants/projects in separate funds in compliance with federal accounting requirements.				
61	Grant expenditure tracking on a particular grant activity to monitor such that it does not reach the maximum amount.				
62	Apply expenditures to projects/grants and report against revenue sources or encumbrances from inception-to-date.				
63	Require a user to enter a Grant/Project number, during data entry, if a source transaction is coded to an account that has been setup as part of a Grant/Project.				

Respondent Name					
No.	Service Requirement	Core System	Add-On Module	Not Available	Comments
64	Self-balancing set of accounts for each fund including assets, liabilities, fund balance, budgetary accounting, expenditures and revenues including automatically closing the fund balance to open the new year.				
65	Post to past, current, and future periods/years.				
66	Provide a system report writer that allows for user defined, custom report configurations to be saved for future use.				
67	Post leave, fringe and indirect costs to the general ledger.				
68	System allows multiple fiscal years to be open and have transactions (including payables) processed against them simultaneously, including having related reversing entries automatically post to new year (i.e. AP, inter-fund journals, accruals, etc.).				
69	Process automated, recurring, and manual journal entries.				
70	Establish, save and use journal entry templates that will allow users to easily create new journal entries using pre-saved journal entry details.				
71	Issue reports based on accrual, modified accrual, and cash basis.				
72	Designate separate user rights for receiving from purchasing and payment processing.				
73	Create workflows for purchase approval, invoice payment, and other processes.				
74	Attach electronic documents during the purchasing process.				
75	Official document attachment (i.e. Resolutions/Ordinances)				
76	Attach images / electronic documents to the project or grant record in the master file.				
77	Export data and reports to Microsoft Excel, CSV, Microsoft Word, and PDF formats.				
78	Modify/configure export formatting.				
79	Is user support available Monday through Friday during business hours?				
80	Online training library				

		Respondent Name			
No.	Service Requirement	Core System	Add-On Module	Not Available	Comments
81	Support the proposed software solution for five (5) years or more.				
82	Ability and commitment to three (3) second response time.				
83	Provide greater than 99.5% availability except for planned downtime.				
84	Drill down capabilities to see details related to a check (e.g. transaction details, issued/cleared from AP).				
85	Drill down capabilities from within system generated reports to account total and individual transaction levels.				
86	Retain recurring transactions.				
87	Match purchase orders, receiving reports, and vendor invoices (3-way match) or purchased order to vendor invoice (2-way match).				
88	Record audit trail of approvals for purchasing and invoicing transactions.				
89	Post invoices with synchronized accounts payable update, encumbrance reduction, vendor master file update, general ledger recording, check or ACH issuance and detailed transaction records available for audit analysis.				
90	Security measures restricting check issuers.				
91	Dashboard tools to define / report on key metrics of financial information and pending tasks.				
92	Provide audit trails for additions and changes to master files, work flows, allocation tables.				
93	Maintain audit trail of all transactions related to project/grant.				
94	Operate in a cloud based environment.				

6.8 - ACCOUNTING SYSTEM SERVICES AND IMPLEMENTATION PRICE PROPOSAL

RFS NO. 2019-01

Respondent Name: _____

Product Name & Version: _____

Submittal Cost Proposal	Initial/One-Time Cost	Annual Cost	Hourly Rate (Onsite)	Hourly Rate (Remote)	Additional Comments
System Deployment & Implementation including Travel					
Core System					
Additional Modules & Customization					
Data Conversion (July 1, 2018 - Present)					
Annual Support					
Training					

TOTAL			Year 1 Total Cost	
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Software License Fee Structure	Initial/One-Time Cost	Annual Cost	Additional Comments
Named User Licenses			
Concurrent User Licenses			
Limited User Licenses			
Installed Licenses			
Web-based Licenses			
Block of Users (indicate quantity per Block in Comments)			

6.9 - PRICE PROPOSAL FORM

RFS NO. 2019-01

The completed ACCOUNTING SYSTEM SERVICES AND IMPLEMENTATION PRICE PROPOSAL is submitted as the all inclusive pricing to provide the TPA with the Accounting System and Services in accordance with the Requirements/Scope of Work/Services set forth in this RFS document.

The Respondent certifies by signature below the following:

- a. This pricing is current, accurate, complete, and is presented as the Total Pricing, including “out-of-pocket” expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFS.
- b. This Submittal is current, accurate, complete, and is presented to the TPA for the performance of this contract in accordance with all the requirements as stated in this RFS.
- c. The Submittal is provided without prior understanding, agreement, or connection with any corporation, firm, or person providing a Submittal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The TPA reserves the right to request financial information from the Respondent at any time during the solicitation process and in any form deemed necessary by the TPA.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

SIGNATURE: _____ TITLE: _____

NAME (PRINT): _____ PHONE NO. _____

COMPANY: _____ ADDRESS: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ for _____.

Personally known to me _____ OR

Has produced Identification _____, type of identification produced _____

NOTARY PUBLIC

My Commission Expires: _____