

SUBMIT SEALED PROPOSAL TO:

BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

**REQUEST FOR PROPOSALS****PROCUREMENT ANALYST:**

Kathy Wall

katherine.wall@brevardfl.gov

(321) 637-5337

Ext. 5-5337

AN EQUAL
OPPORTUNITY
EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1

FEDERAL TAX-EXEMPT #59-6000523

PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: VendorLink.com

RELEASE DATE:

February 19, 2025

PROPOSAL TITLE:

Computerized Maintenance Management
System

PROPOSAL NUMBER:

RFP-3-25-12

PROPOSAL OPENING DATE AND TIME:

March 12, 2025 @ 3:00 PM

PRE-PROPOSAL MEETING DATE, TIME, AND LOCATION:

A pre-proposal meeting is not scheduled for this Request for Proposal

QUESTION DEADLINE DATE:

March 3, 2025

**RECEIVED AFTER ABOVE
DATE AND TIME
WILL NOT BE ACCEPTED**

☐ Mandatory ☐ Non-Mandatory

▼CONSULTANT MUST COMPLETE THIS AREA AND RETURN FORM▼**LEGAL NAME OF CONSULTANT AND BUSINESS ADDRESS:****FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**

If returning as a "no proposal," state the reason:

TELEPHONE NUMBER/TOLL-FREE NUMBER:

()

I certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Proposal for the Contractor. In submitting a Proposal to Brevard County (the "County"), the Contractor offers and agrees that if the Proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. **The Contractor has reviewed and agrees to all of the General Conditions, Terms, and Provisions attached hereto, acknowledges that all information provided in this RFP and any attachments hereto is true and correct, and further agrees to provide any required certification under F.S. 287.135(5) as amended, upon entering into a contract with the County. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including Build America, Buy America Act (BABAA) requirements.**

AUTHORIZED SIGNATURE

NAME (PRINTED)

TITLE

DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known: ☐ Or produced identification: ☐ Type of ID: _____

SIGNATURE OF NOTARY PUBLIC

STATE

NAME OF NOTARY PUBLIC (PRINTED)

My commission expires: _____

(AFFIX SEAL or STAMP)

BOND DATA**CONTRACTOR MUST PROVIDE:**

Yes ☐ No ☒

BID BOND

Yes ☐ No ☒

PERFORMANCE BOND

Yes ☐ No ☒

LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**
 - a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
 - b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
 - c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
 - d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
 - e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
 - f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
 - g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.
3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Section 120.57(3)(a), Florida Statutes, or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Section 119.071(1) (b) 2, Florida Statutes, as amended from time to time, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
5. **BID TABULATIONS:** Bid tabulations are posted to [VendorLink](#) website.
6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.
8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or

handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.
12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat., as amended from time to time, shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** The Contractor is hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per Section 287.134(3)(d), Florida Statutes, as amended from time to time.

31. **SCRUTINIZED COMPANIES:** The Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, as amended from time to time. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.
- The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.
34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.
36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders

against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., as amended from time to time, persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed. The sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract

Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Local Government Prompt Payment Act, Section 218.704, Florida Statutes, et seq., as amended from time to time. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to

inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes, as amended from time to time.

51. **UNAUTHORIZED ALIEN WORKERS:** Pursuant to Florida Statute 448.095 Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act “INA”). The County shall consider a Contractor’s intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. Before entering into any contract with the County, the Contractor shall register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the [U.S. Department of Homeland Security’s E-Verify system](#) to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible Contractor shall be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, as amended from time to time, and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor’s duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor’s obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to

comply with the requirements of Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to Section 119.12, Florida Statutes.

All material submitted becomes the property of the County and may be returned only at the County’s option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with Section 287.082, Florida Statutes, as amended from time to time, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of Section 165.043, Florida Statutes, as amended from time to time, punishable as a misdemeanor.
55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within Section 287.087, Florida Statutes, as amended from time to time;
 - In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS: No later than three business days after a bid opening, the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the [VendorLink](#) website. The apparent responsive low contractor will be the intended award recommendation. If, after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive and that the next lowest contractor is the intended awardee. The time for filing a protest will begin on the date of the later posting.

b. **PROCEEDINGS**

Any vendor or contractor who is allegedly aggrieved in connection with the solicitation of the intended award recommendation must file a written protest with the Purchasing Manager no later than 5:00 p.m. on the 5th full business day after the intended award was posted.

The written protest shall reference the bid, quote, proposal, or qualification number, identify the protestor, and contain a factual summary upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) business days of receipt of the written protest, the Purchasing Manager will meet with the protester to attempt to resolve the protest. The Purchasing Manager will issue a written decision to the protester on the merits of the protest.

The protester may appeal the Purchasing Manager's decision in writing no later than 5:00 p.m. on the 5th business day after the date of the written decision by the Purchasing Manager to a Protest Committee. This appeal to the Protest Committee by the protester is a final means of administrative remedy to the protest. Within seven (7) business days after receipt of the protester's appeal, the Purchasing Manager will arrange a meeting of the Protest Committee and the protester.

The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group to which the

user department or group is not assigned, and one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under.

The Purchasing Manager shall act as a non-voting Hearing Coordinator, and the County Attorney or designee may attend as a non-voting member. Public meeting notices will be posted.

The Purchasing Analyst will record the meeting and provide any information as the Committee may request. The purpose of the meeting of the Protest Committee is to evaluate the facts and merits of the protest and to reach a final resolution of the protest.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest an award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Protest Committee.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site

no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements attached to this RFP.

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101, Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or

gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

60. Pursuant to Section 287.05701, Florida Statutes, the County shall not consider, give preference based upon, or request documentation regarding a vendor's social, political, or ideological interests when determining the vendor's qualifications.

61. Build America, Buy America Act (BABAA) Requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA):

- a. BABAA requirements apply to projects funded with Federal financial assistance unless the project is 100% funded by the American Rescue Plan Act (ARPA).
- b. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.
- c. Total project costs and revisions thereof should reflect compliance with BABAA requirements.
- d. Contractor shall determine and certify that to the best of their knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding

documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

- e. Contractor shall review and approve, or take action with respect to shop drawings, samples, and other required submittals, including applications for payment, to ensure compliance with BABAA.
- f. Contractor shall review substitutes and "or equals" for conformity with BABAA requirements.
- g. Contractor shall obtain and review manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files.

62. Foreign Country of Concern Attestation: If the Contract or Customer's purchase order issued pursuant to this contract grants the contractor access to an individual's personal identifying information as defined in Section 501.171, Florida Statutes, the Contractor must, prior to execution, extension or renewal of the Contract or Customer Purchase Order, complete and submit to the County the "Foreign Country of Concern Attestation Form", attached hereto.

63. **Commodities produced by forced labor.**

- a. The Florida Department of Management Services will create and maintain a forced labor vendor list.
- b. Contractor has reviewed Section 287.1346, Florida Statutes and acknowledges:
 1. If applicable, a member of Contractor's senior management must certify, in writing, that to the best of her or his knowledge, the commodities offered to County have not been produced, in whole or in part, by forced labor.
 2. Any contract or renewal of a contract for commodities entered into as a result of this bid shall be terminated at the option of the County if Contractor is placed on the forced labor vendor list.

**Public Works Department
Computerized Maintenance Management System
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Attachment A – Technical - Functional Requirements_

Attachment B – DRAFT Contract

***Public Works Department
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PROPOSER CHECKLIST

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in the rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

- ☐ Three (3) hard copies of the proposal and one (1) electronic copy on a USB flash drive
- ☐ Signed/Notarized Request for Proposal
- ☐ Signed Proposed Price (**one copy in a separate sealed envelope, pages 30-32**)
- ☐ Completed Foreign Influence Disclosure Form
- ☐ Completed Contractor Affidavit Regarding Scrutinized Company List Form
- ☐ Certificate of Corporate Officer Form
- ☐ Foreign Country of Concern Attestation Form
- ☐ Furnish the Florida Department of State, Division of Corporation Certification
- ☐ Financial Statement examined by a certified public account (CPA) prepared within the last 15 months. (**in a separate sealed envelope**)

**Public Works Department
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INTRODUCTION AND SUBMITTAL INFORMATION

1. INTRODUCTION:

Purchasing Services, on behalf of the Public Works Department, is soliciting a Request for Proposal (RFP) to select a qualified vendor for the acquisition and implementation of an asset management software solution. Generally, these software solutions are also known as Computerized Maintenance Management System (CMMS)/Enterprise Asset Management (EAM). **The software solution shall be a commercial, off-the-shelf, cloud-based, non-County hosted, GIS-centric platform that meets the requirements and objectives of the RFP.** In the context of this RFP, an “asset” refers to any physical item or piece of equipment used in the organization’s operations that requires tracking and maintenance. Common facility assets include but are not limited to buildings, facilities, HVAC components, such as air handler units, chillers, compressors, condensers, etc.), elevators, electrical panels, pumps, generators, etc.

2. CONTRACT PERIOD:

The initial term of the contract is for five (5) years, subject to the terms and conditions of the contract.

The anticipated commencement date is immediately upon Notice of Award and contract execution. The County intends to deploy the CMMS/EAM in phases over the next several years based on approved funding. Over time, expansion could include other programs within the Public Works Department, such as Traffic Operations, Road and Bridge, and Engineering programs, as well as other County Departments. Future phases will be authorized via Task Orders issued from the contract. **Initial utilization will be for the Facilities program within the Public Works Department.** Work under this RFP for the Facilities program is to be completed by September 30, 2025.

3. BACKGROUND:

The Public Works Department supports essential services for Brevard County's citizens and visitors. It is comprised of Programs: Facilities, Road and Bridge, Traffic Operations, Engineering, Surveying and Mapping, and Operations Management. The Department's mission statement is to plan and implement projects and services that effectively create and maintain a comprehensive and successful transportation and infrastructure system by cultivating public trust, promoting new ideas and technology, and maintaining the County's assets responsibly and proactively.

Public Works Department Fast Facts

- 4.4M Building Square Footage
- 1,224 Centerline miles of roads
- 350 traffic signals and 65,000+ signs
- 130 school zone flashing signals.
- 600+ streetlights
- 1,300 miles of drainage systems
- 600K Population and growing.
- 6,000 Development review inspections annually

- 300+ staff consisting of management, supervisors, leads, administrative support, and field staff.

Facilities: Provides functional, safe, and attractive facilities that support the County's efforts to provide quality services. Responsible for the upkeep and management of Brevard County buildings and property, such as government centers, courthouses, and the Brevard County Jail Complex.

Road and Bridge: Administers the construction, maintenance, and beautification of all County roadways, bridges, drainage structures, ditches, and canals. Brevard County Road and Bridge maintenance is subdivided into 5 areas, which are maintained by area offices, including Flake Road (Titusville), Lake Drive (Cocoa), Cone Road (Merritt Island), Wickham Road (Melbourne), and Babcock Street (Palm Bay). Road and Bridge Construction performs projects utilizing in-house County staff and contracted services and goods.

Traffic Operations: Oversees all traffic control signage, pavement markings, signalization, street lighting, school zones, and speed humps and conducts various traffic engineering studies related to the safety and operation of our transportation system. Responsible for maintaining traffic signals, school zone flashing signals, traffic signs, and streetlights.

Engineering: Responsible for right-of-way permitting, subdivision, and commercial development review and inspection, and ensuring that capital improvement and maintenance projects for transportation are designed and constructed to current standards for public safety.

Surveying and Mapping: Performs conventional surveying services, GPS surveying, vacating, map reproduction, and plat reviews.

Operations Management: Oversees the administration of the Department, including human resources support, financial and budgeting, grants, and contracting services.

4. CURRENT STATE:

At this time, Brevard County is running SAP ERP Central Component, which is an on-premises enterprise resource planning system from SAP, utilizing modules, including, but not limited to, those for financials, human resources, warehousing, and plant maintenance. The County is migrating to SAP S/4 HANA. **The proposed CMMS/EAM solution must integrate with SAP for backend billing, accounting, and timekeeping with minimal reliance on third-party applications or extensive customization.**

The County's Central Services Department/Asset Management is responsible for recording, marking/tagging, and performing a physical inventory of all County tangible property each year, such as vehicles, furniture, computers, and equipment. However, almost all of the Facilities' assets, as defined in this RFP (See above 1. Introduction), are not individually tagged/barcoded or tracked. Furthermore, many Road & Bridge and Traffic Operations assets are also not tagged/barcoded, such as curb and gutters, drainage structures and ditches, guardrails, pavement markings, traffic signals & signs components, etc. Many of the Public Works Department's capital assets are pre-existing or do not meet the County's threshold to be recorded as capital assets.

For Facilities, requests, such as for maintenance, repairs, replacements, etc. are either a work order that is managed in SAP (approximately 1/3 of the maintenance workload or a

service request (non-billable) that is managed outside of SAP (approximately 2/3 of the maintenance workload). Monthly, the service requests are scanned and uploaded as part of a general building code per facility, making it impossible to measure or track effectively. Furthermore, it is difficult to provide status updates (such as ongoing, on hold, or completed) on the service requests. Other County departments and Agencies (State Attorney's Office, Clerk of the Court, Public Defender, Brevard County Sheriff's Office, etc.) are permitted to submit work orders and service requests; however, not all staff have access to SAP. Many requests (work orders and service requests) are made in person, by phone, or by email. Work orders are entered in SAP. The Facilities Services Expeditor verifies the information such as location, description, work order type (planned, unplanned, emergency, preventative), and billing codes. Then, the work order is assigned and released in SAP to the appropriate Facilities Shop: North, Central, South (Government), or Jail. More complex work orders are assigned to Facilities Construction. During the performance of the work, the Shop enters brief progress notes in SAP, as needed. When the work is completed, the Shop attaches any invoices for materials/goods/services, documents staff, and the number of hours worked. The work order is technically complete.

Road and Bridge, Traffic Operations, and Engineering use the iWorQ system. From a service request and work order perspective, they are more robust than Facilities. Road and Bridge continues to grow and track its assets in ESRI and GIS, neither of which are connected. Traffic Operations has robust asset management tracking in iWorQ. Engineering uses iWorQ to track development review inspections. It is also used by Engineering to track the construction inspections performed by County staff on Transportation capital improvement projects. The system is limited and requires manual manipulation to obtain reports. Further, because it is not integrated with SAP double-entry for all billing, accounting, and timekeeping is necessary by staff.

For the purposes of this RFP, the Current State is provided as a simplified narrative for informational purposes but does not represent an efficient or sustainable approach for future operations. Currently, much of the workload in Facilities is conducted offline, heavily relying on staff institutional knowledge and inefficient tools such as hardcopies, scanning, and spreadsheets, along with outdated processes. The scope of this RFP requires the successful offeror to provide comprehensive training, share best practices from similar jurisdictions of similar size and complexity, and guide the County in transitioning to a modern, efficient CMMS and EAM system that enhances productivity and streamlines operations.

5. CONE OF SILENCE

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees or agents regarding the pending solicitation until after the notice of award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or Public Meeting.

6. **PROPOSAL SUBMITTAL:**

Please submit **three (3) hard copies and one (1) electronic copy on a USB flash drive** no later than 3:00 PM local time on March 12, 2025. Paper copies must be provided but should be accompanied by an equivalent electronic PDF file. Sealed proposals must be clearly marked as follows:

“RFP P-3-25-13, ***Computerized Maintenance Management System***” and returned to:

Purchasing Services
Brevard County Government Center
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C-303
Viera, FL 32940

All proposals received on or before the due date and time will be opened at 3:00 PM local time on March 12, 2025, at which time the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after the opening of the proposals, whichever occurs first, in accordance with Section 119.071(1), Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** A proposal must be accepted in Purchasing Services no later than the RFP closing date and time to be considered. If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

7. **PRE-PROPOSAL MEETING DATE AND TIME:**

A pre-proposal meeting will not be held for this Request for Proposal

8. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Kathy Wall, Purchasing Services, at 321-637-5337 or by email at katherine.wall@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal or any correction of any apparent ambiguity, inconsistency, or error therein will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite C-303, Viera, Florida, 32940, or emailed to the attention of Kathy Wall at katherine.wall@brevardfl.gov. To be given consideration, such requests should be received in writing in order to receive a response no later than the date/time listed on Page 1 (Question Deadline Date) of the RFP. All such interpretations and supplemental instructions will be in the form of a written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website before submitting a bid to verify receipt

of all documents, including written addendum.

A Selection Committee will review, score, and rank proposals using the evaluation criteria outlined herein and may conduct shortlist interviews/questions and answers from the top-ranked firms. The Selection Committee will make recommendations to the County Manager or his/her designee, who has the sole authority to make the final determination to award, revise, or reject a contract with the “selected Contractor.”

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries, or correspondence relating to or in reference to this RFP and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors will become the property of Brevard County.

Contract Negotiation: The County, at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Contractor. If the County and said Contractor cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest-ranked, responsive, responsible Contractor. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Contractor shall have any rights against the County arising from such negotiations or termination thereof. The County reserves the right to award a contract to multiple vendors with or without primary/secondary/tertiary designation. The Selection Committee will determine this during their review and discussion of the proposals received.

**Public Works Department
Computerized Maintenance Management System
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SCOPE OF SERVICES

The Contractor must deliver a fully functioning CMMS/EAM solution that meets and/or exceeds the objectives and requirements outlined in this RFP. This includes both the software and its implementation. The system must provide a cohesive, multi-functional, flexible, robust, and integrated platform designed to enhance efficiency, support informed decision-making, and address the County's maintenance and asset management needs. The overarching goal of this RFP is to acquire a highly intuitive, user-centric system that enables the County to leverage technology effectively to improve performance, streamline processes, and maximize operational efficiency.

Attachment A: Technical/Functional Requirements provides line-by-line features and capabilities required for the CMMS/EAM solution. The desired solution must offer full functionality with minimal third-party integration or extensive customizations.

Objectives of the CMMS/EAM Software Solution

The system must achieve, but is not limited to, the following objectives:

- Support the County's long-term goal for asset management.
- Enhance the County's ability to be stewards of our assets.
- Strengthen financial planning capabilities by capturing costs and developing budgets.
- Consolidate, integrate, and/or replace systems/processes currently used by the County.
- Enhance field (mobile/tablet) investigations and work capabilities with offline support.
- Streamline and improve processes for customer service requests and work orders.
- Be easy to operate, configure, and customize without requiring extensive technical support.
- Provide a cost-effective implementation approach, including data collection and training/support.
- Provide meaningful metrics for Key Performance Indicators (KPIs) and robust reporting tools.
- Offer scalability, flexibility, and expansion capabilities without excessive complication.

Essential Features of the CMMS/EAM Solution

The system must include features addressing the following components:

Assets

- Collect, track, and store data for every asset in a user-friendly platform.
- Provide tools to evaluate asset lifecycle, risks, and associated costs to support data-driven decision-making. Enable the creation of detailed asset profiles, including custom attributes, for comprehensive tracking of asset performance and history. Support hierarchical asset management with parent-child relationships for complex systems.

Maintenance

- Streamline and monitor the full lifecycle of work orders and service requests, from creation to completion. Track maintenance activities, including labor, equipment usage, and material/part inventories.
- Automate preventative maintenance schedules based on time, usage, or condition triggers, with customizable alerts for overdue tasks. Classify and manage work orders, inspections, and service requests efficiently through intuitive workflows and approvals.

GIS Integration

- Support industry-standard spatial data formats (ESRI shapefiles, KML/GML, etc.) for seamless geospatial management.
- Integrate seamlessly with the County's existing GIS systems to create a unified, map-based view of the assets and work orders.
- Provide real-time GIS updates and geospatial analysis for data-driven decision-making and asset tracking.
- Display multiple GIS layers and allow for georeferenced asset data, including condition assessments, project mapping, and service areas.

Automation and AI Capabilities

- Include automation features to streamline asset management processes and optimize workflows.
- Enable predictive maintenance alerts, automated work order prioritization, and workflow optimization to improve operational efficiency.
- Support automated analytics for enhanced reporting, forecasting, and lifecycle decision-making.
- Provide tools for automated trip planning and route optimization for field operations, particularly for storm assessments and emergency scenarios and linear inspections.
- Offer scalable AI capabilities, with the potential to integrate future advancements as they become available.

Implementation and Training Requirements

- **Implementation Stages:** The Contractor must provide end-to-end implementation, including system setup, data migration, customization, user acceptance testing (UAT), and go-live support. The Contractor must also offer post-go-live troubleshooting and system support.
- **Phased Implementation:** The implementation will begin with Facilities and expand to other Public Works Department programs (e.g., Road & Bridge, Traffic Operations) and other Departments as funding allows. Each phase must include clear timelines, milestones, and feedback loops to ensure progress and address challenges.
- **Department Assessment and Data Collection:** The Contractor must conduct a thorough assessment of each Department's/program's needs, workflows, and existing processes prior to system setup. This includes:
 - Identifying critical assets, workflows, and data requirements unique to each Department/program.

- Collecting and organizing existing data for migration, ensuring consistency and readiness for system implementation.
- Collaborating with County staff to address gaps in data or documentation.
- **Data Migration:** The Contractor must migrate data from legacy systems, ensuring the accuracy and completeness of the transferred data. This process must include data validation and verification in collaboration with County staff to ensure data integrity.
- **Training:** A train-the-trainer model will be employed. The Contractor will train designated County staff, who will in turn train other users. Training materials, schedules, and ongoing support must be provided by the Contractor. Training must be tailored to specific user roles (e.g., Admin, Field Staff, Requestors) to maximize system usability and adoption.

User Roles and Permissions

The system must support various user roles with configurable access levels, including:

- **Admin Users:** Full system access to manage configuration, customization, user accounts, permissions, and workflows. They must also have access to audit trails and comprehensive reporting.
- **Super/Power Users:** Advanced access to specific modules, including the ability to create templates, manage department-specific data, and oversee workflows for their assigned areas.
- **Staff Users (Field, Support Services, etc.):** Permissions to create, update, and complete work orders, inspections, and service requests, with access to relevant asset data and mobile functionality.
- **Requestors (County Departments and Agencies):** Limited access to submit and track service requests and view their status through dedicated dashboards or portals.
- **Mobile Access (Android for phones and tablets):** Access for Android and Apple tablets and phones, including offline functionality and GPS-enabled asset tracking.

The system must allow for:

- Role-based access control that can be configured without coding or extensive IT support.
- Customization of user roles to accommodate different departments and asset types.
- A detailed audit trail capturing user actions with timestamped logs accessible to administrators for compliance and accountability.

System Integration

- The CMMS/EAM system must have the ability to integrate with existing County systems such as SAP for accounting, billing, and timekeeping functions, ensuring seamless synchronization of data across platforms.
- No double data entry should be required for service requests, work orders, and projects. The system must automate data synchronization with other integrated platforms.
- The system must seamlessly connect with GIS systems (e.g., ESRI ArcGIS) to enable geospatial asset management and visualization. It must also integrate with HR systems for user management and role-based permissions.

- The system must support robust API capabilities to enable real-time data sharing with County systems and third-party applications, minimizing the need for middleware or extensive customization.
- The system must facilitate citizen-facing integration by connecting with public-facing portals for service request submissions, notifications, and status tracking.
- Mobile integration must support field applications with offline functionality, GPS-enabled tracking, and synchronization upon connectivity restoration.
- The system should be compatible with IoT-enabled devices and barcode/RFID scanners for real-time asset tracking, condition monitoring, and inventory management.

Scalability and Expansion

The system must be designed for future expansion, with capabilities to:

- Accommodate additional users, data, and asset types as new departments adopt the system, without impacting performance or requiring significant modifications.
- Allow independent management of different County programs, enabling separate administrators, workflows, and user groups to maintain secure and isolated data sets.
- Be flexible enough to add or modify asset types, fields, and dropdowns and workflows directly through system configuration menus without requiring coding or extensive technical support.
- Scale storage and processing capabilities dynamically to handle growing data volumes, ensuring consistent performance even as the system grows in size and complexity.
- Provide a transparent pricing structure for additional users, departments, or asset types, ensuring cost predictability for future expansions.
- Support integration of new technologies or systems (e.g., IoT devices, AI tools) to adapt to evolving County needs and technological advancements.

Reporting, Analytics, and KPIs

The system must offer:

- Customizable reporting tools that support various file formats (CSV, Excel, PDF) and enable users to generate scheduled or automated reports tailored to department-specific needs and workflows.
- Real-time dashboards for KPIs that provide actionable insights, including metrics such as work order resolution times, equipment downtime, preventive vs reactive maintenance ratios, and cost breakdown per work order, project, or department.
- A comprehensive library or repository of KPIs and metrics designed using industry best practices and benchmarks from jurisdictions of similar size and complexity, ensuring effective performance tracking and comparison.
- The ability to create, modify, and save custom reports, automate alerts based on predefined thresholds or events, and add/adjust KPIs through intuitive, no-code customization tools that accommodate evolving organizational needs.

Data Security and Compliance

The system must comply with industry standards such as HIPAA, CJIS, and FISMA for data protection. It should include:

- Encryption for data at rest and in transit (e.g., AES-256, SSL, TLS) to ensure confidentiality and security.
- Role-based access controls with granular and multi-factor authentication.
- Regular vulnerability assessments and security threat monitoring to proactively identify and mitigate potential risks.

Disaster Recovery and Backup

- The Contractor must provide a comprehensive disaster recovery plan (DRP) with defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) to ensure business continuity in the event of a system failure.
- The system must include a robust backup plan, performing regular backups with secure storage, backup overwrites, and detailed procedures for data restoration.

Service Level Agreements (SLAs) and Support

- The Contractor must guarantee system uptime of at least 99.9% and provide SLAs for issue resolution, maintenance, and system performance.
- Post-implementation support should include a customer help desk, detailed knowledge base, and troubleshooting services for all users.
- The Contractor must provide regular system maintenance, upgrades, and patches with minimal downtime and advanced user notifications.

Ownership of Data

- The County retains full ownership of all data stored in the system.
- The system must allow for easy data export at any time in industry-standard formats (CSV, XML, JSON) without requiring additional Contractor assistance.

Accountability and Timelines

- The Contractor must assign a dedicated Project Manager with strong technical knowledge and communication skills to oversee the implementation and system support.
- The Project Manager must engage with County leadership regularly to address concerns, manage timelines, and ensure the project stays within budget while meeting all objectives and milestones.

Conclusion

The success of the CMMS/EAM implementation is dependent on the Contractor delivering a solution that fully meets or exceeds the County's objectives and requirements of this RFP. The Contractor must maintain active engagement throughout the implementation process, ensuring the system is fully integrated, scalable, and operational across all County departments.

The initial implementation will focus on the Public Works Department/Facilities program. If additional funding becomes available, the implementation may be expanded to include other programs within the Department, such as Road & Bridge, Traffic Operations, Engineering, and potentially other County Departments with similar functions.

The County requires a dedicated project manager from the Contractor to oversee the implementation. This project manager must possess strong technical expertise, communication skills, and a commitment to delivering the CMMS/EAM solution on time, within budget, and in alignment with the County's strategic goals. Meeting and exceeding the objectives and requirements of this RFP is critical to the project's overall success.

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RFP-3-25-12**

ADDENDUM ACKNOWLEDGMENT

The Contractor acknowledges receipt of Addenda by indicating the Addendum number and its date of issue.

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read the Addenda issued for this Request for Proposal RFP-3-25-12, Computerized Maintenance Management System.

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

**Public Works Department
Computerized Maintenance Management System
RFP-3-25-12**

EVALUATION AND SELECTION CRITERIA

Evaluation of proposals will be conducted by a Selection Committee comprised of qualified County staff. The committee will evaluate, score, and rank all responsive proposals based upon the information contained in the proposals submitted. Once each member of the Selection Committee has scored each proposal and completed an evaluation sheet, a composite is developed, which indicates the Committee's collective ranking of the highest-rated proposal in descending order. Based on the response to this RFP, the Selection Committee will select the firm qualified to provide the County with the services required under this RFP.

The County requests RFP proposals that meet the Technical/Functional Requirements, Attachment A, and the requirements of the RFP. The County desires the CMMS/EAM solution to have full functionality with minimal 3rd party software and customization.

The Contractor's Proposal shall include:

COMPLIANCE INFORMATION

This is a compliance section and carries no evaluation points. Proposers must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

1. Designation of the legal entity by which the business operates and documentation from the appropriate state's agency confirming the firm's legal entity type (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.
2. The Proposer must have all applicable registrations, licenses, and certifications to perform the services outlined herein at the time of submission.
3. The Proposer must have been in continuous asset management software (or closely related) business for a minimum of five (5) years.
4. Financial Stability: Proposer must demonstrate the availability of resources and working capital required to complete the Scope of Work/Services. It is desired that Proposer have a Working Capital Ratio greater than 1.0 positive profitability for the current or immediately past fiscal year and a Return on Assets Ratio greater than 1%. Financial Statements are to be in a separate sealed envelope. Include the most recent Financial Statement of the business organization that has been examined by a certified public accountant (CPA) and which has been prepared within the last 15 months, including the Balance Sheet and Income Statement.

5. Required Forms

Tab 1: Introduction **(Yes/No)**
(Maximum 1 page)

Provide the below information:

1. Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).

2. Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFP.
3. Profile – Include a brief history of the firm, describe the organizational structure, and discuss business direction. Include a statement of understanding of this project that describes the respondent's understanding of the project. Include any unique qualifiers, collaborative approaches, and/or innovative thinking the firm would bring to the project.
4. Authorized Signature – The Introduction, which contains the above information (items 1-3) must be signed by an authorized officer of the Contractor, certifying that the Contractor will accept any awards made as a result of said submission of the terms contained therein.

TAB 2: Organization

Possible 10 POINTS

1. Organizational Chart [**one-page maximum, up to 11x17**] Graphical illustration of the service delivery structure, depicting the team to include roles and responsibilities in relation to the scope of this RFP. Clearly indicate if the team member is employed by the Contractor or a subcontractor. The Organizational Chart should include the office/facility location of each team member. If a team member works at more than one office/facility, please indicate the amount of staff time (in hours per week) allocated to each office/facility. Proposed staff should include those individuals anticipated to specifically work on this contract and also those who will be responsible for the Contractor's overall performance, including Quality Control. The Organizational Chart should clearly illustrate the lines of authority.
2. Project Manager [**one-page maximum**] – Provide detailed information on the contract Project Manager, including the following: Name, office location, background, education, and experience of the Contractor's project manager as relates to a project and jurisdiction of similar size and complexity to that of the County. Define the Project Manager's role in the Example Projects and experience with the key team members. This person will be the contact person for the professional services performed by the Contractor for the County.
3. Key Team Members—Provide one-page resumes for **key personnel** (individuals who will have major contract responsibilities and/or provide unusual or unique expertise), including key personnel from subcontractors identified on the Organizational Chart. Be sure to include leads for implementation, archiving, integration, data collection, training, and testing.
 - a. Resumes shall include the following:
 - i. Name
 - ii. Role in this contract
 - iii. Experience (Years) - Total years of relevant experience and years of relevant experience with current firm.
 - iv. Provide the name and location of the firm where the person currently works, which must correspond with one of the firms listed on the Organizational Chart.
 - v. Education - Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

- vi. Current Professional Registration - Provide information on current relevant professional registration(s), including state and discipline.
- vii. Other Professional Qualifications - Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, and awards.
- viii. Relevant Projects - Provide information and status on projects and jurisdictions of similar size and complexity to that of the County in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Tab 3 if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Tab 3. However, showing such as connection is preferred and will be viewed more favorably in scoring. Include the project title and location, year completed professional services, year completed construction (if applicable), brief description (scope, size, cost, etc.), and specific role, and indicate if the project is with the current firm. If any of the professional services or construction projects are not complete, indicate the status in the brief description.

TAB 3: Experience

Possible 15 POINTS

Provide the below information:

- a. Example Projects which best illustrate the proposed team's qualifications to be qualified for this contract. Describe at least three (3), but no more than six (6), relevant projects undertaken within the past three (3) years is highly desired, but no more than five (5) years. It is highly recommended to select projects and jurisdictions of similar size and complexity to that of the County and where multiple team members proposed for this contract have worked together, if possible, demonstrating past success and the team's capability to perform work similar to that required for this contract.
- b. Each Example Project needs to include, at a minimum, the below information (maximum 1/2 page per Example Project). Please verify the owner's ("client") information, as the County will conduct reference checks.
 - i. Project owner (the "client"), contact name, phone number, and email, and **indicate if they were a government agency.**
 - ii. Name and description of the project.
 - iii. Indicate scope, size, cost (original and final), schedule (initial and final), principal elements, and special features of the project as part of initial outfitting, implementation, integration, data collection, training, and testing. More specifically it is preferred to not focus on post-implementation annual maintenance/licensing unless it the offeror is trying to highlight something in particular.

- iv. Discuss the relevance of the example project to this RFP (connect the dots for the review committee where not apparent).
- v. Names of the team members and if highlight if proposed to be on our project.
- vi. Specific roles of each team member.

TAB 4: Technical/Functional Requirements

Possible 40 POINTS

1. Responses to the Technical/Functional Requirements listed in **Attachment A** must be provided electronically in **Microsoft Excel readable format**. Responders shall use the format provided and add explanatory details as necessary. The Technical/Functional Requirements are not comprehensive but include the integral elements required for this RFP. Responders must provide a rating for every line item: Yes, 3rd Party, Custom, or Not Supported. Responders shall use the Comments column to describe how the requirements are met. For items marked "Not Supported," comments are not required.

RATING	DEFINITION	COMMENTS
Yes	The functionality is provided out of the box with the proposed solution.	Describe how the item is supported.
3rd Party	The functionality is supported by 3rd party software.	Describe the other software and how it works with your solution and meets the requirement. On the price sheet, indicate any associated costs. No Hidden Costs.
Custom	The functionality requires customization to the proposed solution.	Describe the customization and how it meets the requirements. On the price sheet, indicate any associated costs. No Hidden Costs.
Not Supported	The functionality is currently not supported with the proposed solution and there are no plans to support in the future.	Comments are not required.

2. Include a link to a no more than 15-minute demonstration of the software solution that may be viewed by the County.
3. As part of the evaluation process, offerors shall be prepared, if requested, to provide a minimum of a two-hour demonstration at no charge and highlight how their system meets the Technical/Functional requirements to the Selection Committee and Subject Matter Experts.

The Committee will use the below guidance when scoring Tab 4: Technical/Functional Requirements:

Does Not Meet	CMMS does not meet the requirements
Slightly Meets	CMMS has a very limited ability to meet the requirements
Partly Meets	CMMS has limitations and requires workarounds (3 rd party and/or customization)
Mostly Meets	CMMS largely meets the requirements with minimal workarounds
Fully Meets	CMMS meets all the requirements out of the box

TAB 5: Implementation, Training, and Support (maximum 3 pages) Possible 15 POINTS

Describe the implementation process addressing the below items, including but not limited to:

- Planning process
- Data collection
- Key personnel
- Onboarding (integration, testing, and online)
- Handoff to support
- Timeline

Describe the training process (train the trainer), including but not limited to:

- How long is the normal training process?
- Is training onsite, virtual, or both?
- How much of the training material is in the form of pre-recorded videos?

Describe the archiving process, approach, and timeline.

Describe how the Contractor will provide support including but not limited to:

- Provide system performance standards and service level response times.
 - Outages
 - Routine issues, such as upgrades
- Describe the methods of communication for the County to report system issues.
- Provide any value-added features and innovation.
- Address flexibility and scalability of the software solution.

TAB 5: Price Proposal**Possible 20 POINTS**

The fee proposal shall clearly outline the cost of delivering the services, including initial costs and annual costs, to indicate the full cost of service over five years. All costs must be included in the proposal. No hidden costs. Pricing shall include all labor, materials, equipment, transportation, and ancillary items required to execute all of the work described by the RFP.

NOTE: Pricing shall be completed and submitted in a separate sealed envelope (pages 30 – 32)

TOTAL SCORE (100 possible points)**PRICING EVALUATION:**

Cost is taken into consideration after the “qualitative” factors have been evaluated.

The evaluators will convert the price to points. The Proposal with the lowest cost receives the maximum points allowed before Deductive/Added Points (Adjusted Points) are applied. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal and then adjusted by the Deductive/Added Points per the Ratio Points Schedule. This is determined by applying the following formula:

$$\left[\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \right] \times \text{Maximum Points Possible} + \text{Adjusted Points} = \text{Points}$$

Example: The total points available for Price in the RFP are twenty (20) points. The cost of the lowest acceptable proposal is \$100,000, which equals twenty (20) points (Maximum Points

Possible). This proposal received two (2) Deductive Points per the Ratio Points Schedule below. The proposal would be awarded 18 Points for Tab 5: Fee Schedule.

$$\frac{\$100,000}{\$100,000} = 1 \quad 1 \times 20 = 20 \quad 20 + (-2) = 18 \text{ Points}$$

The second-lowest proposal was submitted at a cost of \$125,000. This proposal earned 3 Added Points per the Ratio Points Schedule below. It would be awarded 19 Points for Tab 5: Fee Schedule.

$$\frac{\$100,000}{\$125,000} = .80 \quad .80 \times 20 = 16 \quad 16 + 3 = 19 \text{ Points}$$

Ratio Points Schedule: The Total Initial Costs will be evaluated based on the ratio of Subtotal Initial Costs (Responder's 1st-party only) to 3rd Party and Customization Costs. Per the below schedule, Deductive/Added Points will be applied to the possible points earned for Tab 5: Fee Schedule.

Ratio	Ratio Points
100%	3
80% - 99%	2
60% - 79%	0
40% - 59%	2 Deductive (-2)
20% and below	3 Deductive (-3)

The points awarded for the price are combined with the total points awarded for the technical proposal to determine the successful proposal.

QUALITY ASSURANCE

Prior to making an award, the Purchasing Analyst and the requesting Department must ensure the quality control of the evaluation process by verifying proposal pricing, checking any mathematical computations, and ensuring only those criteria identified in the RFP were considered. An additional Purchasing Analyst and the requesting Department contact will verify the Purchasing Analyst's or Selection Committee's computations on the award document.

The integrity of the process and County procurement system is grounded upon the Purchasing Analyst and the Selection Committee maintaining their independence and adhering to the procedures and evaluation requirements stated in the RFP.

**Public Works Department
Computerized Maintenance Management System
RFP-3-25-12**

COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM PRICE PROPOSAL	
INSTRUCTIONS: Please provide pricing to meet the requirements of this RFP using the price sheet below. If the use of third-party software is needed to meet the requirements of this RFP, please indicate so by providing the associated costs in the "3RD-PARTY COSTS" row. If customization is needed to meet the requirements of this RFP, please indicate so by providing the associated costs in the "CUSTOMIZATION COSTS" row. Otherwise, indicate the responder's first party/immediate costs using the "PRICE" column.	
INITIAL COSTS	
ITEM	PRICE
Software Package: Base cost of the software to meet the requirements of this RFP. This is the upfront cost. Use Annual Licensing for license costs. ***Any costs associated with 3rd party software and customization shall be indicated below.	
Implementation: Fees associated with the initial setup of the program, templates, and dashboards, including but not limited to review and implementation of best practices and processes from jurisdictions similarly sized and of similar complexity	
Archiving: Archive existing SAP facilities-related data within the new database or a separate viewer. Archived data should be accessible and retrievable 24/7 by staff.	
Integration: Fees associated that may be incurred for the back-end integration of other County applications (e.g., live retrieval of data from SAP, ESRI GIS)	
Data Collection: Fees associated with data collection, including tagging assets on a square foot basis. Includes no additional costs for training of County Teams as needed to perform itself.	
< 100,000 SF	
> 100,000 SF	
Training: Cost of training during the initial onboarding process	
Testing: Fees associated with the initial onboarding quality assurance and process testing	
SUBTOTAL INITIAL COSTS (Responder's 1st-party only)	
*** 3RD PARTY COSTS	
*** CUSTOMIZATION COSTS	
TOTAL INITIAL COSTS (Total of the Initial (Responder's 1st-Party Only, 3rd Party and Customization Costs)	
RATIO (Calculated as follows: Subtotal Initial Costs / Total Initial Costs)	

TOTAL ANNUAL COSTS	
ITEM	PRICE
Annual Maintenance: Fees associated with the annual price of hosting the software and maintenance of the software, including standard patching, upgrades, and redundancy (backups)	
Annual Licensing: cost of software license*	
Annual Technical Support: fees for 24/7 support	
TOTAL ANNUAL COSTS	
*Per RFP, Licensing shall not be per seat/user. Please note in the below box if the County will be subject to additional costs (e.g., software, implementation, archiving (including Iworq), integration, licensing, data collection, training, and testing) if there is future expansion by the County to include programs, such as Road & Bridge and Traffic Operations within the next 3-5 years. Future expansion may be issued by Task Order to this contract. PLEASE DESCRIBE EXPANSION LICENSING METHOD AND COSTS BELOW	
Expansion Licensing Method and Costs:	
OPTIONAL INTEGRATION	
ITEM	PRICE
Fees associated that may be incurred for the back-end integration of <i>Lansweeper Help Desk</i> , which is utilized at the County Jail and administered by Brevard County Sheriff's Office (BCSO). Award of the Optional Integration is at the County's discretion.	
SUPPLEMENTAL MODULES (NOT SCORED)	
Prices for supplemental modules you feel will be beneficial to the County that are not required to meet the requirements of this RFP. Please elaborate on the capabilities of the module. The Award of Supplemental Modules is at the County's discretion.	
MODULE & DESCRIPTION	PRICE

NOTE: Pricing shall be completed and submitted in a separate sealed envelope.

The initial term of the contract is for five (5) years, subject to the terms and conditions of the contract.

ACH PAYMENTS

Does your company accept the ACH Payment Method? ____ Yes ____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq. Contractors may offer cash discounts for prompt payment, but they will not be considered in the determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of the correct invoice at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state the discount and terms: _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing for Request for Proposal RFP-3-25-12, Computerized Maintenance Management System

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Public Works Department
Computerized Maintenance Management System
RFP-3-25-12

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent, reckless, or intentionally wrong act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned, and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$2,000,000 per claim and \$2,000,000 in annual aggregate covering the risk of errors and omissions in the professional services provided under this solicitation. If a policy is written as claims made, coverage shall remain continuous for four years post-term of the contract.

Umbrella Insurance. During the term of this Contract, the Contractor shall maintain umbrella coverage over the Employer's Liability, Commercial General Liability, and Commercial Automobile. Minimum Limits \$2,000,000.

Network Security and Privacy Liability Insurance. During the term of this Contract, the Contractor shall maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims that may arise from failure of the County's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of non-public data – including but not limited to confidential or private information, transmission of a computer virus, or denial services.

Within five (5) days after the Notice of Award is posted on the County's Vendor platform and before the Notice to Proceed, the Contractor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover Brevard County, Florida as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the Contractor's liability under the contract's terms. Subcontractor's insurance shall be the responsibility of the Contractor.

**Public Works Department
Computerized Maintenance Management System
RFP-3-25-12
DISCLOSURE FORM**

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

OR

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern: _____

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name _____

Signature: _____ Date: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by (name of person making statement).

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

**Public Works Department
Computerized Maintenance Management System
RFP-3-25-12**

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of contractor) is

2. My relationship to _____ (name of contractor) is
_____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in Section 215.4725, F.S., and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel.
6. _____ (name of contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
7. _____ (name of contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires: _____

(AFFIX SEAL or STAMP)

**Public Works Department
Computerized Maintenance Management System
RFP-3-25-12**

CERTIFICATE OF CORPORATE OFFICER

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation under the laws of the State of Florida, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the corporation, is hereby authorized to execute the Contract dated to be determined between Brevard County, Florida, and this corporation, and that the execution thereof, attested by the _____ of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

Under penalties of perjury, I declare that I have read the foregoing Certificate and that the facts states in it are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 20____.

(Signature and Date)

(Name/Title)

**Public Works Department
Computerized Maintenance Management System
RFP-3-25-12**

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ (Name of Entity) is not owned by the government of a "Foreign country of concern", as defined in section 287.138, Florida Statutes, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____