



**THE CITY OF PANAMA CITY BEACH
PCB22-03 RFP
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM CONSULTING SERVICES**

The City Council of the City of Panama City Beach ("Council") is requesting proposals from qualified proposers to provide Enterprise Resource Planning ("ERP") System consulting services to the City of Panama City Beach ("City"). In particular, the City is requesting proposals for a project that will be split into the following two phases:

- Phase I –ERP Needs Assessment of the City
- Phase II –RFP Development and Selection Assistance

The City reserves the right to proceed or not proceed at the conclusion of each phase and to issue an RFP for ERP consulting services at a later date.

All Proposals must be received no later than **Monday, December 6, 2021, at 2:15 PM CDT** at which time all Proposals will be publicly opened and read.

Proposal Documents may be downloaded online at www.demandstar.com or at [the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list](https://www.pcbfl.gov/about-us/rfp-posts-list) starting on **November 4, 2021**.

- Electronic Bids will only be accepted when submitted through the DemandStar's bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and two copies along with a CD or flash drive are to be delivered to the City Hall Office at the address below. Any sealed bid submitted on paper must identify and **clearly mark** the bid # **PCB22-03 RFP ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM CONSULTING SERVICES** on the package. Receipt of a bid by any Panama City Beach Office, Receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The City Hall's time stamp shall be conclusive as to the timeliness of receipt.

All paper bids shall be sealed and delivered or mailed to: **City of Panama City Beach City Hall, ATTN: Purchasing Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.**

Any and all questions regarding the proposal documents shall be directed to City of Panama City Beach Purchasing Manager: **Tina Kunst, phone: 850-233-5100, ext. 2332 or email: Purchasing@pcbfl.gov**

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I. General Information

A. The City of Panama City Beach, Florida (hereinafter referred to as "City") implemented its current ERP system in 2001 under HTE, now Central Square Technologies. The software runs on the IBM iSeries platform as Naviline. System and hardware maintenance are performed by Central Square, while the City focuses on business processes and daily operations. The City utilizes multiple third-party applications to achieve specific business goals not available in the current ERP solution. Please see below for a complete list of modules, interfaces, and custom programs associated with this product.

1. Current Applications

- a) Accounts Payable
- b) General Ledger
- c) Online Payment Portal
- d) Payroll/Personnel *
- e) Reporting Tool
- f) Utility Billing & Collections

**This module is being supplemented by a timeclock solution with Tyler Technologies Executime.*

2. Additional Interfaces

- a) Business Occupational License software (Excise)
- b) Parks & Recreation software (Community Pass)

The current system was primarily selected due to its alignment with Finance and Utility Billing related processes and perceived affordability. As the City has developed technologically, other departments have outgrown the current capabilities of the system. Due to this technological evolution of all departments, the City now identifies the need to include more departments in the ERP system to allow for better integration of data in financial reporting as well as alleviate previously identified problem areas in day-to-day processes.

B. The City's hope is that an upgraded and modern ERP solution, one that is specifically designed to address the complexity of a variety of City government functions, will offer the opportunity to enhance existing business processes by:

1. Reducing costs
2. Improving decision-making
3. Providing enhanced customer service to both internal and external customers
4. Improving access to information
5. Making them more efficient
6. Making them more effective
7. Improving accountability
8. Increasing the flexibility for reporting requirements

- 9. Adding additional modules for departments including but not limited to:
 - a) Accounts Receivable and Cash Receipting
 - b) Electronic Documents (Billing / Invoices)
 - c) Business License and Tax Receipts
 - d) Code Enforcement
 - e) Building Inspection Services
 - f) Parks and Recreation
 - g) Purchasing & Inventory
 - h) Fixed Assets
 - i) Budget

As such, the City wishes to thoughtfully consider all business processes, user feedback, existing use of our ERP application, and other applications the City uses that require ERP integration, along with data and benchmarks of what like-sized municipalities are utilizing today. The technology support and costs of vendor support should also be evaluated in a recommendation determining the feasibility of replacing the City’s current ERP.

C. The Request for Proposals (hereinafter referred to as “RFP”) from qualified Proposers should detail their experience in ERP system solutions, including needs assessments and overall project management.

D. RFP Calendar

Description	Date/Time
Advertise RFP	November 4, 2021
Deadline for Respondents to submit written questions or seek clarification of the specifications	The City will accept questions until 4:00 p.m., CDT, Monday, November 29, 2021. Responses will be issued as addenda and published on the City’s website.
Proposal Submission Deadline	Monday, December 6, 2021, at 2:15 p.m. CDT
Estimated Committee Review and Selection	December 13 - 17, 2021
City Council review and action	January 13, 2022
Estimated Notice of Award Date	January 13, 2022

E. All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

II. General Conditions

- A. Proposals may be submitted in person at the City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, through DemandStar online platform at DemandStar.com or via U. S. major courier service. Proposals submitted in person or through mail or courier service must be in a sealed package and must contain three (3) complete proposals (one (1) original, two (2) copies plus one electronic copy (CD, USB Drive) and be plainly marked, **PCB22-03 RFP ERP SYSTEM CONSULTING SERVICES** along with the Respondent's name and address. The City must receive all responses before 2:15 p.m., CDT, on Monday, December 6, 2021. Any response received after the deadline will be marked "RECEIVED AFTER DEADLINE". Costs incurred by the responding Respondents in preparing proposal to this request will not be reimbursed by the City of Panama City Beach.
- B. Please direct all inquiries regarding the meaning or interpretation of this request to Tina Kunst, in writing or via email to purchasing@pcbfl.gov. The deadline to submit questions is Monday, November 29, 2021, at 4:00 p.m., CDT. All written inquiries and responses will be submitted as addenda and posted on the City's website. Interested parties are encouraged to register with "eNotifications" at the City's website to ensure notification of postings. It is the sole responsibility of the bidder to determine if any addenda have been issued.
- C. From the date of release of this solicitation until award of the contract, no contact with City personnel or elected officials related to this solicitation is permitted. Direct all communications to the Purchasing representative listed above. Any contact other than to the Purchasing Manager may result in the disqualification of the Respondent's submittal.
- D. All changes, modifications, or interpretations shall be handled through an addendum. In no case will verbal communication between the City and a Respondent override written communications or documentation. All communications must be in writing to be considered part of this Request for Proposal (RFP).
- E. Responses shall be binding upon the Respondent and irrevocable for 120 calendar days following the RFP opening date. Any proposal in which a Respondent shortens the acceptance period may be rejected.
- F. Neither the City nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements. All information requested

- shall be submitted. Failure to submit all information requested may result in a proposal being considered "non-responsive", and therefore rejected.
- G. All prospective bidders will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for an award of any contract entered into pursuant to this solicitation.
- H. The City reserves the right to:
1. Request clarification and additional information from any Respondent during the evaluation process.
 2. Conduct investigations of the qualifications of the Respondent as deemed appropriate.
 3. Inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
 4. Reject all submitted bids and provide for the request of additional bids whenever it finds that the bids submitted are not responsive to the request for bids, that the bids are not responsible or that the bid prices are unacceptable.
 5. Waive any informality in any proposal.
 6. Award a contract deemed to be in the best interest of the City.
- I. No contract will be awarded to any person, Respondent, corporation, or other entity that is in arrears or in default to the City upon any debtor contract or that is in default as surety or otherwise upon any obligation to the City, or that has failed to perform faithfully any contract with the City.
- J. The Respondent acknowledges that the City is a Florida municipal corporation and subject to the Florida Public Records law. The Respondent agrees that to the extent any document produced under this agreement constitutes a public record the Respondent shall comply with the Florida Public Records Law. Chapter 119, Florida Statutes requires that all material submitted in connection with a proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first.
- K. All material submitted with the proposals will become the property of the City unless otherwise requested or noted at the time of submission.
- L. Incurring Costs – City shall not be liable for any cost incurred by vendors prior to the issuance of a legally executed contract or procurement document. No

property interest, of any nature, shall occur until a contract is awarded and signed by all concerned parties.

- M. Nondiscrimination - Vendors shall comply with all state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, disability, or gender.

III. Terms of Contract

- A. It is the intent to award a lump sum fee for each phase of the requested services outlined in this RFP.
- B. The RFP, the proposal, the information contained in the proposal, and any written documents supplementing, amending, or incorporating the proposal shall be incorporated into the contract between the City and the selected Respondent unless expressly provided otherwise by the contract. The contract may be amended only by written agreement of the Respondent and the City. The order for contract precedence will be the Contract, the City's RFP and specifications, and the Respondent's proposal.
- C. Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of the City.
- D. Respondent, in the course of its duties, may have access to confidential data of the City, private individuals, or employees of the City. Respondent covenants that all data, documents, discussion, or other information developed or received by Respondent or provided for performance of this Agreement are deemed confidential and shall not be disclosed without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon termination of this Agreement.
- E. The awarded Respondent shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this contract. The City shall have access to such books, records, subcontract, financial operations, and documents of the Respondent or its Sub-Respondents as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Respondent's place of business.
- F. **CONTRACT REQUIRED.** The City and the successful proposer(s) shall enter into a Contract for Services that will include, but not be limited to and may be superseded by such Contract, the following terms and conditions.
- G. **INDEPENDENT CONTRACTOR STATUS; INDEMNITY.** At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and

save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

- H. COPYRIGHTED, CONFIDENTIAL INFORMATION. If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement or any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.
- I. TIME IS OF THE ESSENCE. A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by the City.
- J. ASSIGNMENT. The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.
- K. TERMINATION FOR DEFAULT. Contractors will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract. The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- L. PUBLIC RECORDS. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK – CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413
850-233-5100
CityClerk@pcbfl.gov

Consultant shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

1. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
2. Upon completion of the contract, Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records.
3. All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
4. Failure of Consultant to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
5. If Consultant fails to provide the public records to the City within a reasonable time Consultant may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Consultant has unlawfully refused to comply with a public records request within a reasonable time,

and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

M. EXECUTION OF AGREEMENT. Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required bonds, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

N. RIGHT TO AUDIT RECORDS. The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

O. FISCAL YEAR FUNDING APPROPRIATION

1. SPECIFIED PERIOD. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.
2. CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS. When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the contractor shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

P. PROPOSER'S CERTIFICATION FORM. Each proposer shall complete the "Proposer's Certification" form included with this request for proposal and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the proposer's certification is not submitted with the proposal.

Q. PUBLIC ENTITY CRIMES FORM. A person or affiliate, as defined in § 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

R. FLORIDA PROMPT PAYMENT ACT

1. PROPER INVOICE. For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall include at least the following information:
 - a) A description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services;
 - b) The amount due, applicable discounts, and the terms of payment;
 - c) The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - d) The purchase order or contract number as supplied by the City;
 - e) Identification by office, division, or department of to whom the goods or services were delivered or provided;
2. DELIVERY OF INVOICE. All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413.
3. DELIVERY ACCEPTANCE REQUIRED. An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods or services to the correct City office, division, or department; there was acceptance by the City of the goods or services; and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.
4. INVOICE DISPUTE PROCEDURE. If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, within 45 days after the receipt or denial of an invoice, by providing the other party in writing of a dispute and stating the specifics of the dispute.

The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Financial Services Director. The Financial Services Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The Financial Services Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. The final decision shall be immediately mailed or hand-delivered to the contractor.

S. PROPOSER'S WARRANTY. The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

T. DRUG-FREE WORKPLACE CERTIFICATION By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

U. CONFLICT OF INTEREST. The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

V. E-VERIFY. The awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Bidder knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

W. NON-COLLUSION. Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

X. AMERICANS WITH DISABILITIES ACT. Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, (850) 233-5100, at least seven (7) days before the date on which the accommodation is requested.

Y. INSURANCE. A successful proposer must provide evidence of insurance coverage, to be specified in the Contract and delivered at the time of execution of the Contract, which is equal or exceeds the City's minimum standards for this type of service. As outlined below, such insurance shall be written by a company licensed to do business in the State of Florida and have an A.M. best rating of at least A-.

1. WORKERS COMPENSATION

Coverage A - To be in conformity with Florida Statutes Coverage B -
\$500,000/\$500,000/\$500,000

2. COMMERCIAL GENERAL LIABILITY

1. Each occurrence for:
Bodily Injury/Property Damage \$1,000,000
Products/Completed Operations \$1,000,000

2. Annual Aggregate for:
Bodily Injury/Property Damage \$2,000,000
Products/Completed Operations \$2,000,000

3. All coverage above shall include the following provisions: The City of Panama City Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; and any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

3. COMMERCIAL AUTOMOBILE LIABILITY

Combined single limit for bodily injury and/or property damage:
\$1,000,000.

This coverage shall include the following provisions: the City of Panama City Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "2" (Any Auto) or the equivalent shall be used to designate which autos are insured.

4. PROFESSIONAL LIABILITY

The Contractor shall carry professional liability insurance in an amount of not less than \$500,000.00.

Z. **STANDARD FORMS. The forms listed below (Attachments A through F) are to be completed and submitted with your proposal and are attached herein.** Ensure that all of these documents are completed and submitted with your Proposal. Failure to do so may result in your submittal not being considered for the RFP "short-list".

IV. Scope of Services

The City requires a team of qualified professionals with proven experience in ERP consulting projects, including overall project management, process assessment, process improvement, needs assessment, system permissions and security controls, requirement specifications and RFP development, software selection assistance, contract negotiations, and implementation services.

The project will be split into two phases. The consultant must identify experience in both of the following phases:

- Phase I – ERP Needs Assessment of the City
- Phase II – RFP Development and Selection Assistance

A. **Phase I – Needs Assessment**

The focus of this phase is to document functional requirements needed to run and streamline the City's business practices for input into the RFP to be issued for provision of the ERP system. Departments will be interviewed to determine process assessment, process improvement and requirements, with industry best practices as a consideration. Major outcomes of this phase include a requirements specifications document, a list of potential suitable ERP solutions, a cost estimate of a suitable ERP system, and a proposed project plan and timeline. The document should fully describe all types of resource commitments that will be required of staff.

At a minimum, the scope of work should include the following:

1. A comprehensive study of how City departments use ERP systems currently and how a modern ERP could streamline processes and benefit the City.
2. Interviews with key staff in various departments such as Finance, Human Resources, Information Technology, Utilities, Public Works, Building and Planning, Police, Fire, Community Redevelopment, and Parks and Recreation.
3. A review and analysis of all financial processes, general accounting, business tax receipts, utility billing, payroll, human resources, and other essential business processes, which identifies gaps and improvements that could be made by a modern ERP.
4. A recommendation of appropriate integrations with other enterprise applications to better capture and document financial data.
5. Specification development for the new ERP that fully supports the City's required business processes and maximizes positive inter-department collaboration, information sharing, and the smart use of technology.
6. Product and module reviews and recommendations.
7. Cost estimates.
8. Proposed project plan and timeline.

B. Phase II – RFP Development and Selection Assistance

The consultant shall:

1. Develop an RFP document that incorporates information pertaining to the history of the project, a high-level description of the City's current environment, the City's desired approach to implementing a new ERP solution, the City's functional and technical requirements, a structured list of points for vendors to address in their responses, and evaluation criteria.
2. Coordinate a work session with the City's procurement team to review the draft RFP, collecting any feedback or additional terms for inclusion, before updating the RFP to its "final" status.
3. Provide a distribution list that includes most of the major ERP solution vendors in the market.
4. Coordinate and assist the City in responding to vendor questions and developing corresponding addenda.
5. Compile a list of raised questions and prepare, on behalf of the City, suggested responses.
6. Facilitate the proposal review process by analyzing vendor proposals to identify issues, risks, exceptions, omissions, and objections, compiling them in a single, executive-level Proposal Summary Memo. The memo will identify key areas for consideration by the City's evaluation team related to each vendor's ability to meet minimum requirements, and alignment with the evaluation criteria

within the RFP.

7. Facilitate an onsite meeting with the City's evaluation team to review the proposal summaries, provide discussion of each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors to invite for demonstrations. Consultant shall clarify any open items with these short-list vendors before issuing invitations for demonstrations.
8. Develop a draft demonstration script template and provide it to the City for review. After finalizing a City-approved version, Consultant shall provide the appropriate scripts to each vendor in advance of their onsite demonstrations.
9. Facilitate onsite vendor demonstrations.
10. Assist with contract negotiations with the selected vendor.

V. Selection Process

The Request for Proposal (RFP) submitted by the proposing vendor must include information documenting how the vendor meets the evaluation criteria above and will be evaluated based on the weighting identified below. Submittals will not be returned to the vendors submitting their Request for Proposals.

A. **EVALUATION COMMITTEE.** An Evaluation Committee consisting of at least three members assembled by the City Manager will review and evaluate each Proposal submitted in response to this RFP based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants. The Evaluation Committee will tentatively meet during the week of December 13 in the City Hall Conference Room to evaluate and rank all vendors. It is recognized there may be additional needs for staffing based upon consultant recommendations.

1. After evaluation and ranking of submittals, the City may at its sole discretion, elect to forego further consideration of vendors and recommend the highest ranked vendor to the City Council for award.

B. **POINT OF CONTACT DURING EVALUATION PROCESS-** The Purchasing Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

1. **Discussion of Proposals -** The Purchasing Manager, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be

permitted after submission prior to the "short-list" for the purpose of obtaining best and final offers. When conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

2. A proposer shall address any questions regarding interpretation of the RFP or the process to the Purchasing Manager, in writing and in sufficient time before the specific period set prior to the opening of the Request for Proposals.

C. EVALUATION METHOD AND CRITERIA

- Mandatory Criteria
 1. The respondent is licensed to do business in Florida.
 2. The firm has no conflict of interest with regard to any other work performed by the firm to the City of Panama City Beach.
 3. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
 4. Ability to provide the required product services in a timely fashion.
- Scoring Criteria
 1. Technical Quality (Represents 60% of score):
 - a) Project Team and experience with similar systems (20 points)
 - b) Quality of Project Approach, methodology, proposed timeline and demonstrated problematic approach (20 points)
 - c) References and recommendations from past clients (10 points)
 - d) Sample deliverables
 2. Cost of Services (Represents 40% of score):
 - a) Maximum of 40 possible points
 - b) The Proposer submitting the lowest total estimated cost will receive the maximum points for the cost element of the evaluation. The other Proposers' scores will be based on a relative percentage of the dollar amount higher than the lowest price. The Price points will be determined in accordance with the following formula:

Lowest Price - A

Proposer's Price - B

Total Possible Points for Price - C

Points Earned by Proposer – D

$$\frac{A}{B} \times C = D$$

- c) Once firms have met the mandatory criteria, their proposals will then be evaluated for responsiveness. Responsive firms will be evaluated and scored using two sets of criteria, technical qualifications and cost.
- d) The tentative selection of a vendor shall be announced to the selected vendor by telephone and in writing.
- e) During contract negotiations, City may require additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during the contract negotiations shall become part of the final contract. If the City is unable to reach agreement with the first choice, discussion shall be terminated, and negotiation shall begin with another choice.

D. PROPOSAL CONTENTS

Proposals are to include, but not necessarily be limited to, the content listed below. The volume, or size of the proposal, should be consistent with the relative size of the project. Concise proposals without needless duplication are encouraged.

- Letter of Transmittal. Include an introductory letter expressing interest in the project, as well as what value you add to the ERP selection and implementation process. The letter should include name of firm, RFP contract person, email address, mailing address, telephone number, and must be signed by a person authorized to bind the firm.
- Project Team and Experience. List resumes of staff with the experience and qualifications including any applicable certifications such as Certified Project Management Professional who will be working on the project. Describe the applicable skills and accomplishments of the project manager including experience negotiating ERP contracts, knowledge of Governmental Accounting Standards and knowledge of Florida laws and practices. Describe and explain experience with similar government requests with ending results.
- Project Description and Approach. Provide a statement of the services including a detailed explanation of how the services are to be provided and managed. Indicate how important each service is to a successful project. Describe the methodology along with a project schedule. Describe how project management will accomplish coordination and communication with the City. Identify the expected involvement by City staff for each major activity in the project. Demonstrate any problematic approach and successful solutions.
- References and Recommendations. Provide a minimum of five (5) client references with recommendations including names, phone numbers and email

information. Indicate type of client (public or private), the project description and the key staff involved. Provide any additional background information on the size and location of the client.

- Similar Projects. Provide project descriptions for up to five recent projects similar in nature and size to the proposed project, including type of entity, start and completion dates, selected software vendor; and measures used to indicate quality and successful project completion. Include the company names of all software vendors responding to each of these five recent projects and the company names of market share leaders you anticipated, but who chose not to respond.
- Cost Proposal. Provide a lump sum cost proposal to perform the scope of work for each phase. Include estimated person hours, labor costs and expenses for each task listed in the scope of work. All related expenses such as travel, supplies, printing, binders, etc. shall be included in the lump sum cost.
 - a) Clearly describe any deviation from the listed scope of work that could significantly affect costs. Separate the cost of any proposed optional services from the cost of services requested. The format for the cost proposal is to be selected by the consultant. Cost proposals shall be inclusive of all expenses as well as any subconsultants.

Attachment A

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Proposal.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this proposal; no officer, employee or agent of the City of Panama City Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL: _____

State of: _____

County of: _____

Acknowledged and subscribed before me on the _____ day of _____, 2021, by _____, as the _____ of [business] _____

Signature of Notary

Notary Public, State of _____

Personally Known _____ -OR- Produced Identification of: _____)

Attachment B

Statement on Public Entity Crimes

PUR7068 - Public Entity Crime Form

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____

whose business address is

_____ and (if applicable) its

Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

PCB22-03 RFP ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM CONSULTING SERVICES

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC

ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 2021.

Notary Public

Personally known _____ OR produced identification

Notary Public- State of _____

My commission expires _____

[Printed, typed or stamped commissioned name of notary public]

End of PUR 7068

Attachment C

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Attachment D

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its agencies.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned Respondent, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Attachment E

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contract or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

Attachment F

**NON-COLLUSION
AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

_____ being, first duly sworn, deposes and says that he is of _____, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2021.

Notary Public

Printed Name