



AGENDA

REVISED AS OF MARCH 22, 2022

at 11:35 a.m.

Lake Park Town Commission

Town of Lake Park, Florida

Special Call

Commission Meeting

Wednesday, March 23, 2022, 6:30 P.M.

Commission Chamber, Town Hall

535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Mary Beth Taylor	—	Commissioner-Elect
<hr style="border-top: 1px dashed black;"/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. RESOLUTION(S) - ACCEPTING ELECTION RESULTS

1. Resolution 20-03-22 Accepting the Certified Results of the Municipal Election. Tab 1

D. PROCLAMATION:

2. Proclamation in Honor of Commissioner Erin T. Flaherty. Tab 2

- E. **SWEARING-IN CEREMONY:**
3. The Swearing-In Ceremony for Commissioners. Tab 3
- F. **SELECTING A VICE-MAYOR:**
4. Selection of Vice-Mayor Post March 8, 2022 Municipal Election. Tab 4
- G. **RESOLUTION:**
5. Resolution 21-03-22 Designation of Signatories for Town Bank Accounts. Tab 5
- H. **NEW BUSINESS:**
6. Request for the Town Commission to Reconsider and Repeal Adoption of Resolution 12-03-22, which Authorized and Directed the Mayor to Execute Two Contracts with TMA Systems, LLC, for the Provision of Professional Services Associated with a Software Subscription Service for the Town’s Department of Public Works, per Invitation to Bid 106-2021. Tab 6
- I. **PUBLIC COMMENT:**
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- J. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**
- K. **REQUEST FOR FUTURE AGENDA ITEMS:**
- L. **ADJOURNMENT:**

Next Scheduled Regular Commission Meeting will be held on April 6, 2022

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 23, 2022

Agenda Item No.

Agenda Title: Resolution Accepting the Certified Results from the March 8, 2022 General Municipal Election

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: **Resolution**
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 3-18-22

Vivian Mendez – Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Resolution 20-03-22 • Certified Results from the Palm Beach County Supervisor of Elections
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>VM</u> Please initial one.

Summary Explanation/Background: The purpose of this Resolution is for the Commission to accept the certified results from the March 8, 2022 General Municipal Election.

Recommended Motion: I move to approve Resolution 20-03-22.

RESOLUTION 20-03-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE MUNICIPAL ELECTION HELD ON MARCH 8, 2022 FOR COMMISSIONERS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Municipal Election for the offices of Commissioners of the Town of Lake Park was held on Tuesday, March 8, 2022; and

WHEREAS, the duly appointed clerks, voting system technicians, inspectors, and deputies of the Town Election and Palm Beach County Canvassing Board have made their canvass of ballots as required by law; and

WHEREAS, the Town Commission has received the Election Board's report of the results from the Municipal Election.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1: Upon canvass of the election returns as presented by the Election Board and as certified by the Town Clerk, the Town Commission hereby declares and accepts the Palm Beach County Supervisor of Election certification that a total of 713 electors voted and cast ballots in the Municipal Election held on March 8, 2022 as follows:

Commission:

Kimberly Glas-Castro	<u>142</u>
John Linden	<u>132</u>
Roger Michaud	<u>207</u>
Mary Beth Taylor	<u>88</u>

The Commission hereby declares that the candidates **Kimberly Glas-Castro; John Linden; Roger Michaud; Mary Beth Taylor** received the greatest number of votes in accordance with the provisions of the Town Charter, and are hereby declared elected to the Office of Commissioner of the Town of Lake Park.

Section 2. The foregoing tabulation of the votes cast is hereby accepted as the results of the Municipal Election.

Section 3. The Town Clerk is directed to send a certified copy of this Resolution to the Supervisor of Elections of Palm Beach County, and to post a copy for public notice and information at two prominent places within the Town, one of which shall be the entrance(s) of Town Hall.

Section 4. This Resolution shall take effect immediately upon adoption.

Select Language ▼

Powered by [Google Translate \(https://translate.google.com\)](https://translate.google.com)



2022 Special Election (SH88) and Uniform Municipal Elections

(Website last updated at: 03/18/2022 2:10:20 pm)

Election Date: 3/8/2022

Registered Voters:	358,415
Ballots Counted:	60,927
Voter Turnout:	17%

Precincts Reporting:	301 / 301
Election Day:	Completely Reported
Early Votes:	Completely Reported
Vote By Mail:	Completely Reported

OFFICIAL RESULTS

Summary Results ▼

★ State Representative - District 88 (Vote For 1)			
	Choice	Percent	Votes
	Guarina Torres (REP)	19.67%	2,879
	Jervonte "Tae" Edmonds (DEM)	80.33%	11,754
			14,633

★ Mayor - Boynton Beach (Vote For 1)			
	Choice	Percent	Votes
	Cindy Falco-Di Corrado	18.31%	1,710
	Golene Gordon	18.40%	1,719
	Ty Penserga	57.47%	5,368
	Bernard Wright	5.81%	543
			9,340

★ City Commissioner District 1 - Boynton Beach (Vote For 1)			
	Choice	Percent	Votes
	Angela Cruz	62.28%	1,882
	Gregory Hartmann	31.34%	947
	Thomas Pomante	6.39%	193
			3,022

☆ **City Commissioner District 3 - Boynton Beach (Vote For 1)**

Choice	Percent	Votes
Marit Hedeem	34.40%	859
Courtlandt McQuire	26.55%	663
Thomas Turkin	39.05%	975
		2,497

☆ **City Council District 2 - Greenacres (Vote For 1)**

Choice	Percent	Votes
Peter Noble	59.05%	1,598
Nathan Galang	40.95%	1,108
		2,706

☆ **City Council District 3 - Greenacres (Vote For 1)**

Choice	Percent	Votes
Judith Dugo	68.65%	1,850
Leonard A. Grant	31.35%	845
		2,695

☆ **City Council District 4 - Greenacres (Vote For 1)**

Choice	Percent	Votes
Jonathan Pearce	49.19%	1,363
Susy Diaz Piesco	50.81%	1,408
		2,771

☆ **Seat Five - Juno Beach (Vote For 1)**

Choice	Percent	Votes
John Callaghan	41.29%	498
Alexander Cooke	58.71%	708
		1,206

☆ **Mayor (Elected at Large) - Three Year Term - Jupiter (Vote For 1)**

Choice	Percent	Votes
Patrick Gallagher	17.59%	1,901
Ilan Kaufer	43.59%	4,711
Jim Kuretski	38.82%	4,196
		10,808

☆ **First District (Elected at Large) - Three Year Term - Jupiter (Vote For 1)**

Choice	Percent	Votes
Barbara Jean Richardson	24.72%	2,472
Cheryl Schneider	75.28%	7,530
		10,002

☆ **Second District (Elected at Large) - Three Year Term - Jupiter (Vote For 1)**

Choice	Percent	Votes
Ben Klug	13.55%	1,386
Robert William Kuypers	12.36%	1,265

Linda McDermott	22.39%	2,291
Malise Sundstrom	37.56%	3,843
Gloria Tucker	14.13%	1,446
		<hr/> 10,231

☆ Commissioner Group 4 - Jupiter Inlet Colony (Vote For 1)

Choice	Percent	Votes
Cynthia B. Keim	44.33%	86
Stephen Pollard	18.04%	35
Marie Rosner	37.63%	73
		<hr/> 194

☆ Lantana Town Council - Group 1 (Vote For 1)

Choice	Percent	Votes
Joseph Farrell	27.80%	315
Lynn J. Moorhouse	43.95%	498
John Raymer	28.24%	320
		<hr/> 1,133

☆ Lantana Town Council - Group 2 (Vote For 1)

Choice	Percent	Votes
Media O. Beverly	39.46%	457
Kem Mason	43.09%	499
Edward P. Shropshire	17.44%	202
		<hr/> 1,158

☆ Town Council Group 3 - Lake Clarke Shores (Vote For 1)

Choice	Percent	Votes
Robert M.W. Shalhoub	71.95%	490
Timothy B. Daughtry	28.05%	191
		<hr/> 681

☆ Town Council Group 4 - Lake Clarke Shores (Vote For 1)

Choice	Percent	Votes
Christina Daughtry	28.36%	192
Robert "Bobby" Gonzalez	71.64%	485
		<hr/> 677

☆ Town Commission - Lake Park (Vote For 1)

Choice	Percent	Votes
Erin T. Flaherty	8.56%	61
Kimberly Glas-Castro	19.92%	142
John L. Linden	18.51%	132
Roger Michaud	29.03%	207
Mary Beth Taylor	12.34%	88
Judith E. Thomas	11.64%	83
		<hr/> 713

☆ Commissioner District #4 - Lake Worth Beach (Vote For 1)

Choice	Percent	Votes
Reinaldo Diaz	43.42%	1,221
Craig Frost	35.31%	993
Daniel Morgan	21.27%	598
		<hr/> 2,812

☆ **Town Council - Seat Two (2) - Loxahatchee Groves (Vote For 1)**

Choice	Percent	Votes
Laura J. Danowski	52.08%	338
Todd McLendon	47.92%	311
		<hr/> 649

☆ **Town Council - Seat Four (4) - Loxahatchee Groves (Vote For 1)**

Choice	Percent	Votes
Paul T. Coleman II	49.23%	320
Robert Shorr	50.77%	330
		<hr/> 650

☆ **Group 1 - North Palm Beach (Vote For 1)**

Choice	Percent	Votes
Deborah Searcy	65.98%	1,990
Robert Silvani	34.02%	1,026
		<hr/> 3,016

☆ **Group 3 - North Palm Beach (Vote For 1)**

Choice	Percent	Votes
Darryl C. Aubrey	58.29%	1,768
Orlando F. Puyol	41.71%	1,265
		<hr/> 3,033

☆ **Group 5 - North Palm Beach (Vote For 1)**

Choice	Percent	Votes
Mark Mullinix	63.82%	1,914
Shawn Woods	36.18%	1,085
		<hr/> 2,999

☆ **Mayor - Pahokee (Vote For 1)**

Choice	Percent	Votes
Keith W. Babb Jr	64.15%	544
Regina Bohlen	35.85%	304
		<hr/> 848

☆ **Commissioner Group 1 - Pahokee (Vote For 1)**

Choice	Percent	Votes
Clara "Tasha" Murvin	64.78%	537
Henry Crawford Jr	35.22%	292
		<hr/> 829

☆ **Commissioner Group 2 - Pahokee (Vote For 1)**

Choice	Percent	Votes
Derrick Boldin	66.31%	563
Nelson Lopez Jr	33.69%	286
		849

☆ Mayor - Riviera Beach (Vote For 1)

Choice	Percent	Votes
Billie E. Brooks	28.26%	1,365
Ronnie Felder	49.61%	2,396
Shandra Michelle Stringer	22.13%	1,069
		4,830

☆ Council District 1 - Riviera Beach (Vote For 1)

Choice	Percent	Votes
Roderick "Rod" James	42.67%	1,996
Tradrick McCoy	57.33%	2,682
		4,678

☆ Council District 3 - Riviera Beach (Vote For 1)

Choice	Percent	Votes
Shirley D. Lanier	43.73%	2,096
Cedrick Thomas	27.04%	1,296
Marvelous Washington	29.23%	1,401
		4,793

☆ Council District 5 - Riviera Beach (Vote For 1)

Choice	Percent	Votes
Darlene Cruz	13.89%	661
Douglas Lawson	52.54%	2,500
William "Allen" Wylly	33.56%	1,597
		4,758

☆ Group #1 - Royal Palm Beach (Vote For 1)

Choice	Percent	Votes
Julie Highsmith	41.61%	1,143
Jeff Hmara	58.39%	1,604
		2,747

☆ Town Council - South Palm Beach (Vote For 2)

Choice	Percent	Votes
Monte Berendes	31.11%	196
Cindy Furino	17.78%	112
C.W. "Bill" LeRoy	29.84%	188
Mark Weissman	21.27%	134
		630

☆ Council Member - Seat #2 - Wellington (Vote For 1)

Choice	Percent	Votes
Karen Morris-Clarke	16.62%	1,074

Tony Nelson	24.71%	1,597
Tanya Siskind	58.68%	3,793
		6,464

☆ Council Member - Seat #3 - Wellington (Vote For 1)

Choice	Percent	Votes
John T. McGovern	62.91%	4,130
Johnny H. Meier	37.09%	2,435
		6,565

☆ Commission District 1 - West Palm Beach (Vote For 1)

Choice	Percent	Votes
Martina Tate Walker	28.27%	2,379
Cathleen Ward	71.73%	6,037
		8,416

☆ Lake Worth Beach Question 1 (Vote For 1)

Choice	Percent	Votes
YES	82.96%	2,346
NO	17.04%	482
		2,828

☆ Lake Worth Beach Question 2 (Vote For 1)

Choice	Percent	Votes
YES	83.71%	2,348
NO	16.29%	457
		2,805

☆ Lake Worth Beach Question 3 (Vote For 1)

Choice	Percent	Votes
YES	60.20%	1,664
NO	39.80%	1,100
		2,764

☆ Lake Worth Beach Question 4 (Vote For 1)

Choice	Percent	Votes
YES	77.06%	2,100
NO	22.94%	625
		2,725

☆ Loxahatchee Groves Question 1 (Vote For 1)

Choice	Percent	Votes
YES	86.26%	521
NO	13.74%	83
		604

☆ Loxahatchee Groves Question 2 (Vote For 1)

Choice	Percent	Votes
YES	45.90%	280

NO	54.10%	330
		610

☆ Loxahatchee Groves Question 3 (Vote For 1)

Choice	Percent	Votes
YES	81.70%	491
NO	18.30%	110
		601

☆ Haverhill Question 1 (Vote For 1)

Choice	Percent	Votes
YES - For adopting the amendment	54.86%	79
NO - Against adopting the amendment	45.14%	65
		144

☆ Haverhill Question 2 (Vote For 1)

Choice	Percent	Votes
YES - For adopting the amendment	95.83%	138
NO - Against adopting the amendment	4.17%	6
		144

☆ Haverhill Question 3 (Vote For 1)

Choice	Percent	Votes
YES - For adopting the amendment	73.76%	104
NO - Against adopting the amendment	26.24%	37
		141

☆ Haverhill Question 4 (Vote For 1)

Choice	Percent	Votes
YES - For adopting the amendment	79.14%	110
NO - Against adopting the amendment	20.86%	29
		139

☆ Highland Beach Question 1 (Vote For 1)

Choice	Percent	Votes
YES (FOR APPROVAL)	94.14%	1,318
NO (AGAINST APPROVAL)	5.86%	82
		1,400

☆ Highland Beach Question 2 (Vote For 1)

Choice	Percent	Votes
YES (FOR APPROVAL)	39.97%	558
NO (AGAINST APPROVAL)	60.03%	838
		1,396

☆ Highland Beach Question 3 (Vote For 1)

Choice	Percent	Votes
YES (FOR APPROVAL)	40.67%	567
NO (AGAINST APPROVAL)	59.33%	827

1,394

☆ Highland Beach Question 4 (Vote For 1)

Choice	Percent	Votes
YES (FOR APPROVAL)	44.52%	622
NO (AGAINST APPROVAL)	55.48%	775
		1,397

☆ Highland Beach Question 5 (Vote For 1)

Choice	Percent	Votes
YES (FOR APPROVAL)	39.60%	548
NO (AGAINST APPROVAL)	60.40%	836
		1,384

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 23, 2022

Agenda Item No.

Agenda Title: Proclamation Honoring Commissioner Erin T. Flaherty

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: PROCLAMATION

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 3-18-22

Vivian Mendez, Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">Proclamation</p>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone VM or Not applicable in this case ____ Please initial one.

Summary Explanation/Background: The attached proclamation is being presented to Commissioner Erin T. Flaherty in honor of the years of dedicated service that he has provided to the Town of Lake Park as an elected official.

Recommended Motion: No motion required.

**PROCLAMATION
IN HONOR OF COMMISSIONER
ERIN T. FLAHERTY**

WHEREAS; Erin T. Flaherty has been an outstanding citizen of the Town of Lake Park and an integral member of this community; and

WHEREAS; Erin T. Flaherty has served both as a friend and neighbor to all who have had the privilege of knowing him, and as an individual who has demonstrated his civic enthusiasm and concern for the Town of Lake Park and its citizens; and

WHEREAS; on March 12, 2013, **Erin T. Flaherty** was elected to the Lake Park Town Commission where he has served the citizens of the Town of Lake Park with honor and distinction; and

WHEREAS; Erin T. Flaherty has demonstrated his ongoing concern for this community and commitment by being the Town's Lake Park Facebook Administrator; served as the Town's Official Easter Bunny; was instrumental in the Seeds of Hope Community Garden; and

WHEREAS; as a public servant **Erin T. Flaherty's** decisions have resulted in the Town of Lake Park becoming a better community; and

WHEREAS, the Town of Lake Park wishes to publicly recognize and honor him for his contributions as a dedicated public official.

NOW, THEREFORE, on behalf of the citizens and Commission of the Town of Lake Park, I, Michael O'Rourke, Mayor of the Town of Lake Park, do hereby publicly commend **Erin T. Flaherty** and express our sincere and enduring gratitude for the services that he has rendered to this community.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 16th day of March, 2022.

BY:

ATTEST:

Michael O'Rourke, Mayor

Vivian Mendez, Town Clerk

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 23, 2022

Agenda Item No.

Agenda Title: Swearing In Ceremony for Commissioners.

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[] PUBLIC HEARING ORDINANCE ON ___ READING
[] NEW BUSINESS
[X] OTHER: Swearing-in-Ceremony

Approved by Town Manager [Signature] Date: 3-18-22

Vivian Mendez - Town Clerk
Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$ 0.00), Attachments (Oaths of Office), Advertised (Not Required), and notification details.

Summary Explanation/Background: The attached Oaths of Office will be administered to the Commissioners Town Clerk Mendez.

Recommended Motion: No motion required.



**OATH OF OFFICE
For Commissioner
Town of Lake Park**

I, *Kimberly Glas-Castro*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

Commissioner's Signature

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to, and subscribed before me, this ____ day of _____, 2022,
by Kimberly Glas-Castro, who is personally known to me and who has taken the
oath (above).

**Vivian Mendez
Notary Public, State of Florida
Commission No. HH087421**

My commission expires: February 24, 2025



OATH OF OFFICE For Commissioner Town of Lake Park

I, *John Linden*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

Commissioner's Signature

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to, and subscribed before me, this ____ day of _____, 2022,
by John Linden, who is personally known to me and who has taken the oath
(above).

**Vivian Mendez
Notary Public, State of Florida
Commission No. HH087421**

My commission expires: February 24, 2025



OATH OF OFFICE For Commissioner Town of Lake Park

I, *Roger Michaud*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

Commissioner's Signature

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to, and subscribed before me, this ____ day of _____, 2022,
by Roger Michaud, who is personally known to me and who has taken the oath
(above).

**Vivian Mendez
Notary Public, State of Florida
Commission No. HH087421**

My commission expires: February 24, 2025



OATH OF OFFICE For Commissioner Town of Lake Park

I, *Mary Beth Taylor*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

Commissioner's Signature

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to, and subscribed before me, this ____ day of _____, 2022,
by Mary Beth Taylor, who is personally known to me and who has taken the oath
(above).

**Vivian Mendez
Notary Public, State of Florida
Commission No. HH087421**

My commission expires: February 24, 2025

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **March 23, 2022**

Agenda Item No.

Agenda Title: Selection of Vice-Mayor

- | | | | |
|--------------------------|---------------------------|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> | CONSENT AGENDA | <input type="checkbox"/> | DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> | PRESENTATION/PROCLAMATION | <input type="checkbox"/> | RESOLUTION |
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE ON ___ READING |
| <input type="checkbox"/> | BID/RFP AWARD | <input checked="" type="checkbox"/> | OTHER: Selection of Vice-Mayor |

Approved by Town Manager *JM Carty* **Date:** 3-18-22

Vivian Mendez – Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Town Code Article IX. Duties of Certain Town Officers. Ballot
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>VM</u> Please initial one.

Summary Explanation/Background: The Lake Park Town Code states under **Article IX Duties of Certain Town Officers** in Section 1 – Duties of Certain Officers that “the Commission shall elect a vice-mayor who shall be Chairman pro tem, at their first organization meeting after each election ...”

The purpose of this agenda item is to comply with the Town Code’s provision that requires that the Commission select a Vice-Mayor.

Recommended Motion: I nominate _____ as Vice-Mayor.

Section 1. - Duties of certain officers.

The Mayor is to be the permanent chairman of the Town Commission and the Commissioners shall elect a vice-mayor who shall be Chairman pro tem, at their first organizational meeting after each election and who will preside and act as Mayor in the absence or disability of the Mayor. The Mayor shall sign all checks, deeds, negotiable notes and bonds, evidences of indebtedness or other instruments in writing to which the Town shall be a party when authorized to do so by the Town Commission, and he shall be ex officio a[sic] Commissioner and shall have a voice and vote in the proceedings of the Commission.

Editor's note— Portions of this section were deleted as necessary to reflect the fact that the mayor-commission plan was not implemented; see editor's note to article III heading. In addition, certain grammatical changes were made, at the request of the town attorney, for purposes of clarity.

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **March 23, 2022** **Agenda Item No.** _____-22

Agenda Title: **Signature Resolution** _____

- SPECIAL PRESENTATION/REPORTS
 - BOARD APPOINTMENT
 - PUBLIC HEARING ORDINANCE ON _____ READING
 - NEW BUSINESS
 - OTHER: _____
- CONSENT AGENDA
 - OLD BUSINESS

Approved by Town Manager *JM Cariseo* **Date:** 3-18-22

Lourdes Cariseo **Finance Director**

 Name/Title

Originating Department: <p style="text-align: center;">FINANCE</p>	Costs: \$ 450.00 Funding Source: Finance Department Budget Acct. # 150-51000 <input checked="" type="checkbox"/> Finance ____LC____	Attachments: Resolution ____-16
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _LC Please initial one.

Summary Explanation/Background:

Pursuant to Town Charter Section 2-222, this Resolution is required following a Commission election if: (1) the Commissioner designated as the Vice-Mayor is not reappointed to that position, or if (2) the Commissioner designated as the third signer is not reappointed to that responsibility. If either of these events occurs then it will necessary to adopt the attached Resolution to designate new authorized signatories for the Town's specified bank accounts.

Recommended Motion:

I move that we approve Resolution ____-22.

RESOLUTION 21-03-22

A RESOLUTION OF THE TOWN OF COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING MAYOR MICHAEL O'ROURKE, VICE MAYOR _____ FINANCE DIRECTOR _____ AND COMMISSIONER _____ AS AUTHORIZED SIGNATORIES ON PNC BANK ACCOUNTS PAYABLE ACCOUNT #3864, PAYROLL ACCOUNT #xxxxxxx4885; AND REVENUE ACCOUNT #xxxxxxx4645, DIRECTING THAT ALL AUTHORIZED SIGNATORIES ON SAID ACCOUNTS COMPLETE AND EXECUTE SIGNATURE CARDS, FAXSIMILE SIGNATURE CARD, AND RESOLUTIONS AND/OR OTHER BANK DOCUMENTS NECESSARY TO EFFECT THE IMPLEMENTATION OF THIS RESOLUTION; DIRECTING THE TOWN CLERK TO PROVIDE A CERTIFIED COPY OF THIS RESOLUTION TO THE BANKING INSTUTION NAMED HEREIN; AND PROVIDING FOR AND EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The following persons are hereby appointed as an authorized signatories on the following PNC Bank Accounts: Payable Account #xxxxxxx3864, Payroll Account #xxxxxxx4885, and Revenue Account # xxxxxxx4645:

Finance Director _____

Mayor _____

Vice-Mayor _____

Commissioner _____

Section 2. All persons named herein or previously appointed as authorized signatories on said accounts are hereby directed to complete and execute signature cards, facsimile signature card, bank resolutions and/or other bank documents necessary to effect the implementation of this Resolution.

Section 3. The Town Clerk is hereby directed to provide a certified copy of this Resolution to the banking institution named herein.

Section 4. This Resolution shall become effective immediately upon adoption.

New Business

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 23, 2022

Agenda Item No. _____

Agenda Title: Request for the Town Commission of the Town of Lake Park to Reconsider and Repeal Adoption of Resolution 12-03-22, which Authorized and Directed the Mayor to Execute Two Contracts with TMA Systems, LLC, for the Provision of Professional Services Associated with a Software Subscription Service for the Town's Department of Public Works, per ITB 106-2021.

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[] PUBLIC HEARING ORDINANCE ON ___ READING
[X] NEW BUSINESS
[] OTHER: _____

Approved by Town Manager [Signature] Date: 3-22-22

Roberto F. Travieso, Director of Public Works
Name/Title

Table with 3 columns: Originating Department (Public Works), Costs (N/A), Attachment 1 (Resolution:12-03-22), Attachment 2 (Professional Services and Software Subscription Agreements), Attachment 3 (ITB 106-2021 Bid Submittal), Advertised (Not Required), and notification status (Yes, I have notified everyone).

Summary:

This Agenda Item seeks approval for the Town Commission to reconsider and repeal adoption of Resolution **12-03-22**.

Background on TMA Systems Agreements:

The Town provides public services and operates and maintains multiple publicly owned facilities and infrastructure. In order to facilitate effective and efficient service delivery operations for residents and businesses, the Department of Public Works requires a work order and asset management system (the system).

To date, the department has been operating an outdated and limiting system, which made it challenging to submit service requests, receive progress updates, and effectively track internal activities related to preventive maintenance.

At the direction of the Town Manager, staff prepared and advertised an Invitation to Bid (ITB 106-2021) for firms to provide professional services and a subscription service to implement a new system for the department (the project).

The project's scope of work included completion of a thorough needs assessment, system configuration, data migration, initial and follow-up user training, documentation, on-going service and support, and system implementation, within two (2) months from the execution of the contracts.

On November 15, 2021, the Town received seven (7) responses with only one (1) submittal being deemed not fully responsive.

Subsequently, an evaluation committee consisting of Public Works Director Roberto Travieso, Information Technology Director Paul McGuinness, and Public Works Operations Manager Dwayne Bell evaluated the six (6) responsive bids and determined that the highest scoring bid, based on predetermined factors, was the proposal submitted by TMA Systems, LLC.

The total cost of the bid submitted by TMA Systems is **\$41,155.00**, which includes one-time professional services in the amount of \$27,250.00 and a first-year subscription service in the amount of \$13,905.00.

Moreover, the annual subscription service is renewable annually at an estimated cost of **\$13,905.00**.

During the March the March 2, 2022 meeting of the Town Commission, TMA Systems staff provided a demonstration of its work order and asset management software applications, WebTMA and MobileTMA.

Following the demonstration, Vice-Mayor Kim Glas-Castro motioned to approve the Consent Agenda, including Resolution **12-03-22**, which authorized and directed the Mayor to execute a professional services contract and a subscription service contract with TMA Systems. The

motion was seconded by Commissioner Erin Flaherty and the Consent Agenda was unanimously approved by the Town Commission.

Background on Tyler Technologies:

On February 25, 2022, staff from various Town departments participated in two demonstrations with Tyler Technologies for the purpose of learning about its community development, business, human resources, and financial software applications. During those meetings, staff learned that Tyler Technologies also offered a fully-integrated, work order and asset management application.

Subsequently, the department of public works met separately with Tyler Technologies on March 11, 2022, for a demonstration of its work order and asset management offering.

After careful evaluation of the work order and asset management applications proposed by TMA Systems and Tyler Technologies, staff believes that it may not be in the Town best interest to proceed with the implementation of the software application TMA Systems provided in response to Invitation-to-Bid 106-2021.

Accordingly, the Town Manager recommends repeal of Resolution **12-03-22** in order to allow additional time to further investigate which service provider offers the most complete, integration-friendly, and best-valued solution to meet the department of public works' work order and asset management needs.

Finally, the following Recommended Motions are respectfully provided in coordination with the Office of the Town Attorney.

Recommended Motion No. 1 (Offered by Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioner Linden, or Commissioner Michaud):

I move to reconsider adoption of Resolution **12-03-22**.

Should Recommended Motion No. 1 be seconded and passed by majority:

Recommended Motion No. 2:

I move to Repeal Resolution **12-03-22**.

RESOLUTION 12-03-22

A RESOLUTION OF THE TOWN OF TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE TWO CONTRACTS WITH TMA SYSTEMS, LLC, FOR THE PROVISION OF PROFESSIONAL SERVICES ASSOCIATED WITH A SOFTWARE SUBSCRIPTION SERVICE FOR THE TOWN'S DEPARTMENT OF PUBLIC WORKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town provides public services and owns, operates and maintains multiple publicly owned facilities and infrastructure; and

WHEREAS, the Town Manager has previously identified the need for a contractor to provide the Town with work orders, asset management professional services, and software subscription service (the Services); and

WHEREAS, on September 27, 2021, the Town solicited proposals from firms via an Invitation to Bid for the Services; and

WHEREAS, the Town received six responsive bids in response to its solicitation; and

WHEREAS, the Town has determined that the bid submitted by TMA Systems, LLC, was the highest scoring proposal to furnish the Services; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into two (2) contracts with TMA Systems, LLC, for the Services.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the two (2) Contracts with the Contractor for the provision of work orders, asset management professional services, and software subscription service, copies of which are attached hereto and incorporated herein as Exhibits "A" and "B".

Section 3. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

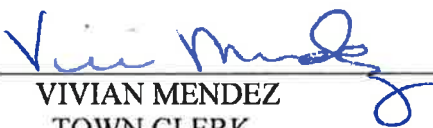
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> — </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution No. 12-03-22 duly passed and adopted this 2 day of March, 2022.

TOWN OF LAKE PARK, FLORIDA

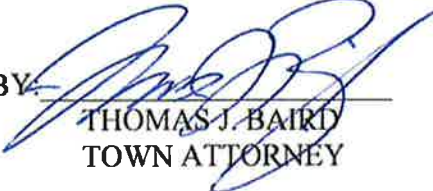
BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

Professional Services Agreement

This Professional Service Agreement is entered into this 2 day of March, 2022 between TMA Systems, LLC ("the Company") and the Town of Lake Park, Florida (the "Town").

The Company agrees to provide the Town a Quotation for a Subscription (the "Quotation") for the use of certain of the Company's software and certain professional services ("Professional Services") based on the following terms and conditions:

1. **Professional Services:** The Company shall provide to the Town the Professional Services described on the Quotation, a copy of which is attached hereto and incorporated herein.
2. **Town Provided Resources:** The Town shall provide or make available to the Company reasonable resources to facilitate the delivery of the Professional Services.
3. **Fees and Reimbursable Expenses:**
 - A. The fees and reimbursable expenses for the Professional Services are listed on the Quotation.
 - B. The Company may invoice the Town for the fees and reimbursable expenses on a monthly basis, as the Professional Services are rendered.
 - C. The Town shall pay the invoices for Professional Service fees and reimbursable expenses within thirty days from receipt.
4. **Manner of Providing Professional Services:** The Company shall provide the Professional Services to the Town:
 - A. In accordance with industry standards;
 - B. In accordance with any specifications listed in the Quotation; and
 - C. As an independent contractor to the Town.
5. **Intellectual Property:**
 - A. To the extent that the Professional Services result in any customization of any of the Company's software products previously licensed for the Town's use ("the Software Customization"), the Software Customization shall be deemed to be included within the Town's license for the software product; provided, however, that the Company shall own and retain all other rights with respect to the Software Modification.

- B. To the extent that the Professional Services consist of the development of intellectual property unrelated to the Company's software products ("Independent Intellectual Property"), the Professional Services shall be deemed work made for hire, and the Town shall own and retain all rights to the Independent Intellectual Property.

6. **Data:**

- A. The Town warrants that as of the date of this Agreement, none of the databases associated with the Professional Services contain protected health information as that term is defined in the Health Insurance Portability and Accountability Act ("PHI").
- B. Following the execution of this Agreement, the Town shall not enter PHI into any of the databases associated with the Professional Services.
- C. The Town shall review and validate the accuracy and completeness of data resulting from the performance of Professional Services by the Company.
- D. The Company disclaims any representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the data and content resulting from the performance of its services.

7. **Non-Hire:** From the commencement of the Professional Services through one year from the completion of the Professional Services, neither party shall hire any employee of the other party.

8. **Limitation of Liability:** The liability of the Company to the Town arising from the Professional Services shall be limited as follows:

- A. The Company shall not be liable for indirect, special, incidental, or consequential damages.
- B. The aggregate liability shall not exceed the amount the Town paid the Company for the Professional Services.

9. **Notices:** Notices regarding this Agreement to the Company shall be made via email to notifications@tmasytems.com. Notices to the Town shall be emailed to Town Manager, townmanager@lakeparkflorida.gov with a copy to the Department of Public Works, publicworks@lakeparkflorida.gov.


10. Litigation: With respect to any litigation arising from this Agreement:

- A. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.
- B. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- C. In the event of litigation arising from this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.

11. Entire Agreement: This Agreement constitutes the entire agreement between the Company and the Town with respect to this Agreement, and may be modified only in writing and signed by both parties.

Dated: 3/2/2022

TMA Systems, LLC


By: John Smith
Director of Sales

Town of Lake Park


By: Michael O'Rourke, Mayor

TOWN OF LAKE PARK
SEAL
FLORIDA

Approved as to legal form and sufficiency


Town Attorney

Subscription Agreement

This Subscription Agreement is entered into this ___ day of March between TMA Systems, LLC ("the Company") and the Town of Lake Park, Florida (the "Town").

The Company and the Town agree to the following terms and conditions for the Town's use of the Company's Software as described in the Quotation (the "Subscription"):

1. Term:

- A. The initial term of this Agreement is one year commencing 30 days from the date the Company provides the Town with the log-in credentials to the Software.
- B. This Agreement shall automatically renew for successive one-year Renewal Terms unless one of the parties hereto provides written notice to terminate the Agreement to the other party 30 days prior to the expiration of the initial term or any Renewal Term.

2. Subscription Services: During the term of this Agreement, the Company shall provide the following Subscription Services to the Town:

- A. Access to the use of the Software via internet connection, provided that the Town meets the Company's current system requirements.
- B. Database storage and number of users set forth on the Quotation.
- C. Uptime service level for the use of the Software by the Town as described on the attached Exhibit A.
- D. Updates to the Software that are released during the initial term or any Renewal Term, when the updates become available.
- E. Support for the use of the Software as follows:
 - (1) The support shall be provided at the level set forth in the Quotation.
 - (2) The support shall only be utilized by those Town personnel who have been fully trained on the Software ("Trained Personnel").
 - (3) The support may be provided via telephone, email, fax, or online.

F. Correction of material errors of the Software as follows:

(1) An error or malfunction shall be deemed material if it causes the Software to conflict with the Software documentation.

(2) Material errors:

- a. Shall only be reported by Trained Personnel;
- b. Shall be reported to the Company by email at support@tmasystems.com; and
- c. The information required shall include sufficient details to enable the Company to identify the error.

(3) The Company shall use commercially reasonable efforts to correct the error within eight business hours from receipt of the error report.

3. Use of the Software:

- A. The Software may only be used to manage the operations of the locations described on the Quotation, or later added with the agreement of the Company.
- B. The use of the Software is limited to the number of concurrent users or named users listed on the Quotation, or later purchased by the Town.
- C. The Town shall not use the Software as a call center or service bureau, or otherwise permit the use of the Software by any third party without the prior express written consent of the Company.

4. Annual Fees: The Town shall pay annual fees for the Subscription Services as follows:

- A. The annual fee for the initial term shall be the amount set forth in the Quotation, and shall be paid in accordance with the Quotation.
- B. Upon written notice at least 60 days prior to the expiration of any term, the Company may increase the annual fee for the Renewal Term by an amount not to exceed 5% of the Annual Fee for the current term.
- C. Annual fees shall also be increased based on the Town purchases of additional users, Locations, and / or modules.
- D. The amount of the Annual Fees is based upon a continuous Subscription Service between the Company and the Town, and if Town discontinues this Service and later requests Service, additional fees may be required.

- E. Annual fees for Renewal Terms shall be due and payable 30 days prior to the commencement of the Renewal Term.
- F. Annual fees not paid when due shall bear interest at the rate of 1% per month from the due date, and if payment is not made by the due date:
 - (1) The Company may notify town of the delinquency; and
 - (2) If the Town fails to pay the annual fees within 30 days from the date of the delinquency notice, the Company may suspend the provisioning of the Subscription Services, or terminate this Agreement.

5. Protection of Intellectual Property Rights:

- A. Except for the use of the Software as provided in this Agreement, the Company retains the ownership of all copyrights and other intellectual property rights associated with the Software.
- B. The Town shall not modify, translate, reverse engineer, decompile or disassemble the Software provided as a service.
- C. The Town shall not provide access to the Software service to any person other than the Town's employees and agents.
- D. The Town shall use commercially reasonable efforts to prevent access to the Software service by any person other than the Customer's employees and agents.

6. Data:

- A. The Company shall take commercially reasonable precautions to prevent unauthorized access to the Town's data and to maintain the confidentiality of the Town's Data.
- B. The Town warrants that as of the date of this Agreement, none of the databases associated with the Subscription Services contain protected health information as that term is defined in the Health Insurance Portability and Accountability Act ("PHI").
- C. Following the execution of this Agreement, the Town shall not enter PHI into any of the databases associated with the Subscription Services.
- D. The Town shall review and validate the accuracy and completeness of the data resulting from the Town's use of the Subscription Services.

- E. The Company disclaims any representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the data and content resulting from Town's use of the Subscription Services.
7. **Indemnification:** The Town shall indemnify and hold the Company harmless from any claims or causes of action that arise from or are associated with the content of the Town's database.
8. **Company Warranties:** The Company makes the following warranties and disclaimers to the Town:
- A. The Company has developed and is the owner of the Software, and has the right to provide Subscription Services to the Town.
 - B. The functionality of the Software reasonably conforms to the standards set forth in the documentation supplied with the Software.
 - C. The Company disclaims all other warranties, express or implied, including merchantability and fitness for use of the Software.
9. **The Town's Warranties:** The Town makes the following warranties to the Company:
- A. The Town has conducted such investigations as to the functionality of the Software as the Customer deemed appropriate.
 - B. The Town has determined that the Software is suitable for the intended uses of the Town.
10. **Return of Customer Data:** Upon the termination of this Agreement by non-renewal or by the Company:
- A. Provided that the Town is not in default of any term of this Agreement, the Company shall provide the Town with a copy of the Town's data.
 - B. If the Town requires the data in a format other than the format provided, the Company may charge the Town a fee to convert the data to the different format at the then current rate charged by the Company for professional services.
 - C. The Company shall have no obligation to archive the Town's data for any period following the termination of this Agreement.
11. **Notices:** Notices regarding this Agreement to the Company shall be made via email to notifications@tmasytems.com. Notices to the Town shall be emailed to Town Manager, townmanager@lakeparkflorida.gov with a copy to the Department of Public Works, publicworks@lakeparkflorida.gov.
12. **Limitation of Liability:** The liability of the Company to the Customer arising from the Customer's use of the Software or the Company's breach of this Agreement shall be limited as

follows:

- A. The Company shall not be liable for indirect, special, incidental, or consequential damages.
- B. The aggregate liability shall not exceed the amount the Customer paid the Company for the Subscription services in the year the damage occurred.

13. Conflicting Terms and Conditions:

- A. In the event of a conflict between the terms of the Quotation and this Agreement, the terms of this Agreement shall control.
- B. In the event of a conflict between the terms of this Agreement and a Purchase Order, the terms of this Agreement shall control.

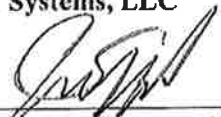
14. Litigation: With respect to any litigation arising from this Agreement:

- A. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.
- B. This Agreement shall be interpreted in accordance with the Laws of the State of Florida.
- C. The prevailing party shall be entitled to recover all costs, including reasonable attorney fees.

15. Entire Agreement: This Agreement constitutes the entire agreement between the Company and the Customer with respect to the Subscription, and may be modified only in writing and signed by both parties.

Dated: 3/2/2022

TMA Systems, LLC

By: 
John Swoboda
Director of Sales

Town of Lake Park


By: Michael O'Rourke, Mayor
SEAL

Approved as to legal
form and sufficiency.

Town Attorney

Exhibit A -- Uptime Service Level

The Company expects the Software to be available for the Customer's use 99.8% of the time during the term of this Agreement, on a twenty-four hour per day, seven day per week basis ("the Uptime Service Level").

The following service interruptions shall be excluded from the calculation of Uptime Service Level:

1. **Scheduled Maintenance:** Interruptions for maintenance of the Software, hardware, network and other service components, provided that:
 - A. The Company shall provide the Customer at least twenty-four hours prior notice of the scheduled maintenance period.
 - B. The Company shall not schedule maintenance on Monday through Friday from 8:00 AM through 5:00 PM Central Time.
2. **Force Majeure:** Interruptions caused by forces outside the control of the Company, including interruptions caused by the Customer.
3. **Minor Interruptions:** Interruptions for less than sixty minutes duration.



Town of Lake Park

Submitted for consideration to:

Roberto Travieso
Director of Public Works
Town of Lake Park
640 Old Dixie Highway
Lake Park, FL 33403
(561) 881-3345, Ext. 648
rtravieso@lakeparkflorida.gov

Proposal for
WebTMA SaaS Solution
ITB No. 106-2021

Proposal Number JB-44588-NC-SaaS-1

Proposal Valid Through:

March 16, 2022

Submitted By:

John Burke
Senior Account Executive
TMA Systems
1876 Utica Square, Third Floor
Tulsa, Oklahoma 74114
(918) 858-6681 - office
(918) 858-6655 - fax
john.burke@tmasystems.com



TMA Systems
 1876 Utica Square, Third Floor
 Tulsa, Oklahoma 74114
 800.862.1130
 918.858.6655 fax
 www.tmasystems.com

Submitted to:
 Roberto Travieso
 Director of Public Works
 Town of Lake Park
 640 Old Dixie Highway
 Lake Park, FL 33403
 (561) 881-3345, Ext. 648
 rtravieso@lakeparkflorida.gov

Date January 27, 2022
Valid Until March 16, 2022
Quote Number JB-44588-NC-SaaS
Client Number NC

WebTMA AS A SUBSCRIPTION SERVICE (SaaS)

Item	Description	Quantity	US Dollars
WebTMA	WebTMA - 6 Concurrent User System	1 \$	8,835.00
Additional Modules			
• Executive Dashboard	Executive Dashboard Module	1 \$	2,050.00
• mobileTMA GO	mobileTMA GO Interface - Per 5 Named User Bundle	3 \$	2,265.00
• Service Request	Service Request Module	1 \$	755.00
Annual Subtotal - WebTMA SaaS Software		\$	13,905.00

PROFESSIONAL SERVICES

Item	Description	Quantity	US Dollars
Remote Consulting Services	Allocation of service days finalized upon review with client. Remote service days at \$1,500/day. The following allocation has been estimated. 3 - day(s) of Implementation Services 4 - day(s) of Data Import/Conversion Services 1 - day(s) of Custom Documentation 2 - day(s) of Consulting Services (Needs Assessment for current process and exploratory discussion for Phase II functionality)	10 \$	15,000.00
Additional Services			
• Remote Training	3 - day(s) of Training Services	3 \$	4,500.00
• On-Site Services	3 - day(s) of On-Site Services - Post implementation site visit as a follow up thirty (30) days following the Go Live date (Travel expenses not included)	3 \$	5,250.00
• Not to Exceed Travel Expenses	Estimated Trip(s) at \$2,500/trip - actual travel expenses billed	1 \$	2,500.00

Subtotal - Professional Services \$ **27,250.00**

TOTAL - Subscription, Professional Services \$ **41,155.00**

TOTAL - Each Additional Year Cost (Subscription) \$ **13,905.00**

Note:

- TMA professional services to be performed remotely through web services (TMA iPortal, Internet, etc.). TMA consultant will prepare a project schedule identifying necessary allocation of service days upon review with client.
- TMA Consultant will have one half day of travel time allocated for every 5 days of onsite services.
- Travel expenses are not included in the cost of services and are the responsibility of the client.

TERMS AND CONDITIONS

- Software is subject to TMA Systems, LLC Subscription Agreement for the following location(s):
Town of Lake Park, 640 Old Dixie Highway, Lake Park, FL 33403
- Interface upgrades and compatibility are subject to continued support of associated vendors.
- Travel, shipping and handling expenses not included.
- Payment is due net 30 days after receipt of software.
- Past due invoices will be charged 1% per month.
- These prices do not include applicable sales tax.
- Third party software not included.
- Software is compatible with systems meeting the requirements outlined on the Systems Requirement attachment.
- Additional fees may apply for using client contracts versus TMA Systems' standard agreements.
- WebTMA SaaS includes Gold level support.

TMA Systems, LLC

Town of Lake Park

John Burke
Senior Account Executive
(918) 858-6681 - office
(918) 858-6655 - fax
john.burke@tmasystems.com

Name

Title

Date

OWNER:



TOWN OF LAKE PARK

535 Park Ave.

Lake Park, Florida 33403

INVITATION TO BID (ITB) No. 106-2021

PROJECT:

Work Order and Asset Management System

Date of Distribution: September 27, 2021

Response Due Date: October 27, 2021, 10:00 a.m. EST

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**TOWN OF LAKE PARK
INVITATION TO BID No. 106-2021
WORK ORDER AND ASSET MANAGEMENT SYSTEM**

PURPOSE

The Town of Lake Park is seeking Bids from qualified firms who can provide work order and asset management services, as fully detailed within the solicitation document and project scope of services and work. Work shall generally consist of providing the Town's Department of Public Works' ("Client") with work order and asset management services, to include needs assessment, system installation and configuration, system testing, user training, and system implementation and refinement (Phase I).

Invitation to Bid (ITB) documents will be available on the Town's Website beginning on September 27, 2021 and may also be obtained via email or Dropbox by contacting the Town Clerk's Office at townclerk@lakeparkflorida.gov between 8:30 a.m. and 5:00 p.m. local time. The Town Clerk's Office may also be reached for questions by calling (561) 881-3311.

Sealed responses must be clearly marked "ITB No.106-2021," with the Offeror's name and address listed, and be emailed or delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403. The deadline for submission of Bids is Wednesday, October 27, 2021 at 10:00 a.m. local time. At that time, the Bids will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Late Bids or Bids delivered to any other office other than the Town Clerk will not be accepted and will be returned to the sender unopened.

It is the responsibility of the Offeror to ensure all pages are included in the submission. All Offerors are advised to closely examine the Solicitation package, and to become familiar with the scope of services and work described therein, all of which will become part of any contract resulting from this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to townclerk@lakeparkflorida.gov.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property tax.

The Town of Lake Park reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for 90 calendar days from October 27, 2021.

All Offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All Offerors are further advised that the Town will not supply or sell materials to Offerors in connection with submission or preparation of Bids, or any other matter, including but not limited to envelopes, labels, or tape.

Vivian Mendez, MMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: September 26, 2021, Palm Beach Post

SECTION 1: PROJECT OVERVIEW

- 1.1 The purpose of this Invitation to Bid (ITB) is to procure a qualified firm to provide work order and asset management services, as fully detailed within the project's solicitation document and associated scope of services and work.

SECTION 2: PROCUREMENT GUIDELINES, TERMS AND CONDITIONS

- 2.1 The anticipated Schedule for this Solicitation is as follows:

<u>ITEM</u>	<u>EVENT</u>	<u>DATE/TIME</u>
a.	Solicitation Package Issued.....	September 27, 2021
b.	Deadline for receipt of questions.....	October 18, 2021
c.	Due Date for Bid Packages.....	October 27, 2021, 10:00 a.m., EST
d.	Contract Award.....	December, 2021

- 2.2 Award of any contract which may result from this solicitation will be made to the Offeror that has submitted the lowest bid price, and which has been determined to be fully responsible, and fully responsive to all requirements as detailed in this solicitation and its associated project manual. The winning Offeror must also be fully responsible, which includes, but is not limited to, being fully licensed, qualified, and able to complete the work. To be considered for award, bids must include all required forms, and must be timely submitted prior to the deadline as established in Section 2.1. Bids must be submitted to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403. Bids delivered to any other location other than the Town Clerk shall not constitute receipt. Bid packages must be clearly labeled "ITB 102-2019," with the Offeror's name and

address information clearly identified. Failure to comply with any of these requirements will be cause for disqualification from award.

2.3 DEFINITIONS

- a. Offeror: person or firm submitting a response to this Invitation to Bid.
- c. Solicitation or Invitation to Bid (ITB): this Solicitation documentation, including any and all addenda.
- d. Bid Submittal forms: forms which must be completed and submitted with the Bid (see Exhibit B).
- e. Town: shall refer to the Town of Lake Park, Florida.
- f. Contract or Agreement: The Invitation to Bid, all addenda issued thereto, all affidavits, all exhibits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Town and the Offeror.
- g. Contractor: successful Offeror that is awarded a contract to provide the goods or services to the Town.
- h. Purchasing Department: The Purchasing Department of the Town of Lake Park, Florida.
- i. Responsible Offeror: An Offeror that has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Offeror: An Offeror whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

2.4 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Town of Lake Park, all

Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This limits and requires documentation of communications between potential Offerors and/or Offerors on Town Solicitations, the Town’s professional staff, and the Town Commission members.

COMMUNICATION PROTOCOL

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk. The Town will record its responses to questions, if any, and address them in the form of a written addendum. All communication must be in writing – no exceptions.

2.5 ADDENDUM

The Town Clerk may issue an addendum in response to any inquiry received, prior to the due date for Bids, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Offeror should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Offeror’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Offeror is required to submit with its Bid a signed “Acknowledgement of Addenda” form, when any addenda have been issued (see “List of Exhibits” for a complete catalog of all required forms).

Note, October 18, 2021 is the deadline for receipt of questions. Questions should be submitted according to the communication protocol established in Section 2.4.

2.6 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Town Ordinances and Resolutions, as well as all applicable local, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order; Federal, State and local.

2.7 CHANGE OF BID

Prior to the scheduled due date for Bids, a Offeror may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Bid replaces the original Bid. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after Bids have been opened.

2.8 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Town Clerk prior to the due date for Bids may withdraw a Bid.

All proposed pricing shall be guaranteed firm for 90 calendar days after October 27, 2021. If any Offeror withdraws his or her Bid prior to contract award, the Offeror shall forfeit its Bid Bond.

2.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, special Conditions, the Scope of Services, and/or Description of Items, the Bid Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal forms, the Scope of Services and/or Description of

items, the Special Conditions, and then the General Terms and Conditions.

2.10 PROMPT PAYMENT TERMS

It is the policy of the Town of Lake Park that payment for all purchases by Town departments shall be made in a timely manner. The Town will pay the successful Offeror upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. However, the successful Offeror will be required to submit all required final close-out forms, as detailed within the project manual, prior to final payment. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Town Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Town.

2.11 PREPARATION OF BIDS

- a. All Bids must include every form included within Exhibit B, in addition to any information requested by this solicitation within Section 5. The Bid submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bid. The Bid submittal forms must be legible. Offerors shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Offeror's firm must sign the Bid submittal forms where indicated. **Failure to sign the Signature Page of the Bid**

shall render the Bid non-responsive, and therefore subject to disqualification.

- c. The Offeror must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Offeror being deemed non-responsive; however, such a determination is at the discretion of the Town. Offerors are cautioned that they may be considered non-responsive if Bids are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Offeror may submit alternate Bid(s) for the same Solicitations provided that such bid is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid marked "Alternate Bid".
- e. Late Bids will not be accepted and will be returned to the sender unopened. It is the Offeror's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness or other issues.
- f. All Bids shall be submitted in triplicate, and be properly sealed and labeled as described in the advertisement for this solicitation.

2.12 CANCELLATION OF SOLICITATION

The Town of Lake Park reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Town.

2.13 AWARD OF CONTRACT

- a. Any contracts arising from this ITB may be awarded to the responsive and responsible Offeror meeting all requirements as set forth in the Solicitation. The Town reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any

part of this Solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.

- b. The Town reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- c. The Offeror's prior performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account in evaluating the Bid received for this Solicitation.
- d. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- e. The Town reserves the right to request and evaluate additional information from any Offeror after the due date for Bids, as the Town deems necessary.

2.14 WARRANTY

All warranties express and implied shall be made available to the Town for goods and services covered by this Solicitation. All goods and services furnished shall be fully guaranteed by the successful Offeror against defects and workmanship for the life of the product. At no expense to the Town, the successful Offeror shall correct any and all apparent and latent defects that may occur within the standard warranty.

2.15 PROTEST

A recommendation for contract award or rejection of award may be protested by an Offeror, as further described within the Town's purchasing ordinance.

2.16 LAWS AND REGULATIONS

The successful Offeror shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Offeror shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

2.17 LICENSES, PERMITS AND FEES

The successful Offeror shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Town or a successful Offeror for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Offeror.

2.18 SUBCONTRACTING

Unless otherwise specified in the Solicitation, the successful Offeror shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town shall constitute a material breach of the agreement and may result in termination of the contract for default.

2.19 ASSIGNMENT

The successful Offeror shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the contract for default.

2.20 SHIPPING TERMS

Unless otherwise specified in the Solicitation, prices quoted shall be Free on Board (F.O.B.) Destination. Freight shall be included in the proposed price.

2.21 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the successful Offeror shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Town or any of its departments. The successful Offeror shall provide physically competent employee(s) capable of performing the work as required. The Town may require the successful Offeror to remove any employee it deems unacceptable. All employees of the successful Offeror shall wear proper identification.

It is the successful Offeror's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the successful Offeror.

2.22 INDEMNIFICATION and INSURANCE

The successful Offeror shall indemnify and hold harmless the Town and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the successful Offeror or its employees, agents, servants, partners, principals, or subcontractors. The successful Offeror shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of

the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Offeror expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the successful Offeror shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The selected Offerors shall not commence any performance pursuant to the terms of this ITB until certification or proof of insurance has been received and approved by the Town's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town of Lake Park shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Offeror's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town of Lake Park.

The selected Offeror must submit a current Certificate of Insurance, naming the Town of Lake Park as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Offeror shall provide insurance coverage as follows:

- a. **WORKERS' COMPENSATION INSURANCE** in accordance with statutory requirements and **Employer's Liability Insurance** with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease,

and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.

- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than One Million Dollars (\$1,000,000).
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than one million Dollars (\$1,000,000) annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim.

2.23 COLLUSION

A Offeror shall submit an affidavit under the penalty of perjury, on a form provided by the Town (see Exhibit B), stating that the contractor is not related to any of the other parties proposing in the competitive Solicitation; and attesting that the Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Offeror has not, directly or indirectly, induced or solicited any other Offeror to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Offeror has not in any manner sought by collusion to secure to the Offeror an advantage over any other Offeror. In the event a recommended Offeror identifies related parties in the competitive Solicitation, its Bid shall be presumed to collusive and the recommended Offeror shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Town. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

2.24 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

2.25 TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this ITB with or without cause immediately upon providing written notice to the awarded Offeror. Upon receipt of such notice, the awarded Offeror shall not incur any additional costs under the contract. The Town shall be liable only for reasonable costs incurred by the awarded Offeror prior to the date of the notice of termination. The Town shall be the sole judge of "reasonable costs."

2.26 TERMINATION FOR DEFAULT

The Town reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Offeror fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Offeror must cure any such failure to perform or default. The awarded Offeror's failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this RFP.

The Town further reserves the right to suspend or debar the awarded Offeror in accordance with the appropriate Town ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Town's intent to terminate. In the event of termination for default, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Offeror.

2.27 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement, may be debarred for up

to five (5) years. The Town, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

2.28 ACCESS AND AUDIT OF RECORDS

The Town reserves the right to require the successful Offeror to submit to an audit by an auditor of the Town's choosing at the successful Offeror's expense. The successful Offeror shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The successful Offeror shall retain all records pertaining to this contract, and upon request, make them available to the Town for three (3) years following expiration of the contract. The successful Offeror agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

2.29 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Town contracts.

2.30 PRE-AWARD INSPECTION

The Town may conduct a pre-award inspection of the Offeror's premises or hold a pre-award qualification hearing to determine if the Offeror is capable of performing the requirements of this Solicitation.

2.31 PROPRIETARY/CONFIDENTIAL INFORMATION

Offerors are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Offeror shall not submit any information in response to this solicitation that Offeror considers a trade secret, proprietary, or confidential. The submission of any information to the Town in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Offeror. In the event that the Offeror submits information to the Town in violation of the restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the Town may, in its sole discretion, either (a) communicate with the Offeror in writing in an effort to obtain the Offeror's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Offeror as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

2.32 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

Any person or entity that performs or assists the Town of Lake Park with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and /or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPPA) OF 1996.

HIPPA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the Town of Lake Park any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Offeror and reasonable assurances that IHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- g. Making PHI available to the Town of Lake Park for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Town of Lake Park for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The successful Offeror must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

2.33 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Town will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

2.34 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.35 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

2.36 SEVERABILITY

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

2.37 GOVERNING LAW AND VENUE

Any contract arising from this solicitation and all transactions contemplated by this agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

2.38 ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

2.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town of Lake Park complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this contract, successful Offeror agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The successful Offeror shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The successful Offeror further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and vendors in connection with this contract.

2.40 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Offeror, the Town may conduct a comprehensive criminal background check by accessing any Federal State, or local law enforcement database available. The contract employee or Offeror will be required to sign an authorization for the Town to access criminal background information. The costs for the background checks shall be borne by the Town.

2.41 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the successful Offeror.

2.42 MINIMUM WAGE REQUIREMENTS

The successful Offeror shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

2.43 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes.

If the Offeror believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Offeror must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the

Bid number clearly marked on the outside. The Town will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Town's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employee, and agents against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

The selected Offeror(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701m Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this ITB/RFP.

2.44 CONFLICTS OF INTEREST

All Offerors must disclose within their Bid the name of any officer, director, or agent who is also an employee of the Town of Lake Park. Further, all Offerors must disclose the name of any Town employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Offerors' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Offeror from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the Town.

2.45 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors 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 successful or perform work as

a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

2.46 OTHER GOVERNMENTAL AGENCIES

If an Offeror is successfully awarded a contract as a result of this Solicitation, the Offeror shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

2.47 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be presented to the Town, and adhered to by the successful Offeror, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes or other causes beyond the control of the successful Offeror.

2.48 FAILURE TO DELIVER OR COMPLETE WORK

Should the successful Offeror fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Town reserves the authority to cancel the contract with the successful Offeror and secure the services of another vendor to purchase the items or complete the work.

If the Town exercises this authority, the Town shall be responsible for reimbursing the successful Offeror for work that was completed, and items delivered and accepted by the Town in accordance with the contract specifications. The Town may, at its option, demand payment from the successful Offeror, through an invoice or credit memo, for any additional costs over and beyond the original contract price that

were incurred by the Town as a result of having to secure the services of another vendor.

2.49 CORRECTING DEFECTS

The successful Offeror shall be responsible for promptly correcting any deficiency, at no cost to the Town, within three (3) calendar days after the Town notifies the successful Offeror of such deficiency in writing. If the successful Offeror fails to correct the defect, the Town may (a) place the successful Offeror in default of its contract; and/or (b) procure the products or services from another source and charge the successful Offeror for any additional costs that are incurred by the Town for this work or items, either through a credit memorandum or through invoicing.

2.50 ACCIDENT PREVENTION AND SAFETY

Precautions shall be exercised at all times for the protection of persons and property. All successful Offerors performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and Town regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Offeror. Barricades or other safety devices shall be provided by the successful Offeror when work is performed in areas traversed by persons, or when deemed necessary by the Town.

2.51 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Offeror from furnishing, installing, or

performing such work where required to the satisfactory completion of the project.

2.52 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The successful Offeror hereby acknowledges and agrees that all materials, except where requested, supplied by the successful Offeror in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Town by the successful Offeror are found to be defective or do not conform to specifications, (1) the materials may be returned to the successful Offeror at the Offeror's expense and the contract cancelled; or (2) the Town may require the successful Offeror to replace the materials of the successful Offeror's expense.

2.53 TAXES

The Town of Lake Park is exempt from Federal and State taxes for tangible personal property.

2.54 OFFEROR'S COSTS

The Town shall not be liable for any costs incurred by Offerors in responding to this ITB.

2.55 FORCE MAJEURE

The Town and the successful Offeror are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including; fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or

omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing part uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the successful Offeror shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

2.56 FISCAL FUNDING OUT

The Town's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Town.

2.57 RIGHTS OF THE TOWN

This ITB constitutes an invitation for submission of Bids to the Town. This ITB does not obligate the Town to procure or contract for any of the scopes of services set forth in this ITB. The Town reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the ITB that may expand, restrict, or cancel any portion or all work described in the ITB without obligation to commence a new procurement process or issue a modified or amended ITB.
- To receive questions from potential Offerors and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities, or irregularities in the Bids submitted.
- To reject any and all Bid submissions.
- To change the date for receipt of Bids or any deadlines and dates specified in the ITB.
- To change the procurement and/or selection process prior to receipt of Bids.
- To conduct investigations with respect to the information provided by each Offeror and to request additional information (either in writing or in presentations and interviews) to support such Offeror's responses and submittals.
- To visit facility construction area referenced in the Offeror's submittal at any time or times during the procurement process.
- To seek clarification of Bids from the Offerors either in writing or in presentations and interviews.
- To cancel the ITB with or without substitution of another ITB.

SECTION 3: SCOPE OF SERVICES

Work shall consist of providing the Town's Department of Public Works' ("Client") Infrastructure Maintenance, Stormwater, Grounds Maintenance, Vehicle Maintenance, and Administrative Divisions with work order and asset management services, to include needs assessment, system installation and configuration, system testing, user training, and system implementation and refinement (Phase I).

The contractor shall have sixty (60) days to complete the work. Offerors are encouraged to carefully review all project requirements which are further described herein. Failure to familiarize oneself with any of the requirements as set forth in this section will not relieve offerors from fulfilling all requirements. This solicitation document, along with all its exhibits, will become part of any contract resulting from this solicitation.

SCOPE OF WORK (PHASE I)

Needs Assessment: Conduct a thorough needs assessment and process review of the current work order and asset management system ("System"), determine information to be tracked and reported on, determine current and future business processes, determine various user roles, and determine reports and user dashboard requirements.

System Configuration: Based on the outcome of the needs assessment, determine Web hosting and basic infrastructure requirements for new system, add custom fields, customize department forms, establish record list views and email templates, and setup other features. Additionally, create business rules and work flows, configure user permission roles and users, assist with setup of Town/department's website for public access to the work order submittal portal. Setup mobile application, if applicable.

Data Migration: Review existing data files to be imported from current System, configure and format existing data files to meet new system's requirements, update applicable forms and list views to match data to be imported, review pre-import files with department staff, perform data

import and validation. Perform port import data review with department staff.

Data Integration: If applicable, determine precise data integration details, coordinate with department staff and Town vendors to identify configuration requirements for third-party system integration, create and configure data system interfaces.

Training: Identify training needs, conduct at least 12 hours onsite training for system Administrator and other department staff (users) and provide up to four (4) hours of subsequent webinars for the purpose of training the trainers.

Documentation: Conduct on-going, thorough documentation of all actions related to the development, test, and live launch of the System.

System Implementation:

- a) Guide initial pre-launch System implementation and collect feedback from System Administrator and other users.
- b) Based on user feedback, implement corrections in a timely manner.
- c) Implement new system/Go Live.
- d) Create custom reports and dashboards, 30 days following System implementation.
- e) Provide users with how-to guides or standard operating procedures (SOP's).
- f) Conduct implementation review via phone or Web meeting with System Administrator and other department users.

SERVICE AND SUPPORT

During the lifetime of the service subscription, the Successful Offeror shall warranty all products of any defect, provide free-of-charge software upgrades, provide free-of-charge business process refinements using best practices, and implement reasonable requests for new system features with future releases.

During the lifetime of the service subscription, the Successful Offeror shall provide on-going support to address critical and non-critical system troubles on a timely basis, consistent with applicable industry standards.

PROJECT TIMELINE

The schedule for completion for Phase I is two (2) months, beginning December 1, 2021 and ending January 31, 2022. The system implementation (Go Live) date will be February 1, 2022.

PROJECT MANAGEMENT

The Successful Offeror will be assigned to manage the day-to-day activities of the project, report project status, and ensure successful and on-time delivery. Additionally, it is expected that the Client's project manager/contact will assist in scheduling, managing resources, and other project related tasks.

ASSUMPTIONS

Successful Offeror will work with Client to perform System test and acceptance.

The Successful Offeror will be responsible for completing the work described in the Scope of Services and Work Section of this ITB document.

The Successful Offeror will assist in the System implementation or Go Live process to ensure successful implementation.

The Successful Offeror will provide one post implementation site visit (16 hours) as a follow up thirty (30) days following the Go Live date.

The Client will provide a list of System users and users roles and responsibilities.

The Client shall schedule all internal resources, including testing and training.

The Client is responsible for Internet availability.

All users shall have access to the Internet and default browser prescribed by the Successful Offeror.

Android devices will be utilized to access the new System's mobile application.

SECTION 4: BID SUBMITTAL REQUIREMENTS

4.1 BID SUBMITTAL REQUIREMENTS

In response to this Solicitation, the Offeror should submit three complete hard copies of its entire completed Bid submittal Package. Offerors should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required.

The Bid shall be written in sufficient detail to permit the Town to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

4.2 REQUIRED INFORMATION

a. SUBMITTAL FORMAT

To facilitate and expedite review, the Town asks that all Offerors follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Bid, or rejection of your Bid. Please abide by all requirements set forth to avoid any risk of disqualification.

b. BIDS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 - FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Any missing items will render a Bid unresponsive. Each signature represents a binding commitment upon the Offeror to provide the goods and/or

services offered to the Town if the Offeror is determined to be the responsive and responsible Offeror with the lowest bid price. **For your convenience, all the forms listed below are included as 'Exhibit B.' Do not use any other forms, other than those included within Exhibit B, for your Tab 1. Inclusion of any other forms may result in your Bid being deemed unresponsive.**

- a. Acknowledgement of Addenda
- b. Bid Submittal Signature Page
- c. Conflict of Interest Disclosure form
- d. Notification of Public Entity Crimes Law
- e. Drug-free Work Place
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate
- h. Schedule of Bid Items, fully completed.
- i. List of References
- j. Anti-kickback affidavit
- k. List of subcontractors

TAB 2 – INSURANCE, and NOTIFICATION OF LITIGATION

- Include a certificate of insurance (COI) that proves insurability as specified in Section 2. Successful Offeror will be required to submit their COI with the specified insurance coverages within 7 business days of contract execution.
- Include information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Offeror, any of its employees or subcontractors, is or has been involved within the last three (3) years. If this is not applicable, because there is no prior or pending litigation, please include a

statement that says the following: “NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN”

TAB 3 – CERTIFICATIONS AND LICENSES

- Include copies of ALL licenses, certifications, business tax receipts, and/or other proof which successfully demonstrates that the Offeror is qualified to complete the work associated with this solicitation.

TAB 4 – Optional Information from Offeror

- Include any exceptions or clarifications to bid as submitted. This tab is optional. Failure to include a Tab 4 will not disqualify an Offeror from award. However, its inclusion is encouraged if the Offeror has any exceptions or clarifications to its bid package.

SECTION 5: THE AWARD PROCESS

The Town reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the Town. In general, the recommendation for award will be made to the Offeror who is fully responsive to all requirements as set forth in this solicitation, and who also offers the best value for performing the services.

5.1 REVIEW OF BIDS FOR RESPONSIVENESS – STEP 1

Each Bid will be reviewed to determine if the Bid is responsive to each of the submission requirements outlined in Section 4 (Tabs 1-3). In order to move to Step 2 of the process, a Bid must first be deemed completely responsive to all of the submittal requirements. A responsive Bid is one that follows the requirements outlined in Section

4, includes all documentation and completed forms, is submitted in the format outlined in Section 4, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Bid being deemed non-responsive.

5.2 RIGHTS TO ADDITIONAL INFORMATION

Any Offeror recommended for award may be required to provide to the Town:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Offeror's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

5.3 CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the Town Manager or designee, and the Town Commission for approval, as appropriate. All Offerors will be notified in writing when the Town Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Offeror(s) whose bid(s) are deemed by the Town to be in the best interest of the Town. Notwithstanding the rights of protest listed herein, the Town's decision of whether to make the award and to which Offeror(s) shall be final.



October 6, 2021

Addendum No. 1: ITB106-2021

Project Name: *WORK ORDER AND ASSET MANAGEMENT SYSTEM*

Each recipient of Addendum No. 1 to the ITB who responds to the ITB acknowledges all of the provisions set forth in the ITB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and become part of the contract documents.

1. CLARIFICATIONS/ADDITIONAL INFORMATION

As a result of a request for additional response time and in the in the best interest of the Town, the instructions provided for responding to the aforementioned ITB are amended as follows:

- a. Invitation to Bid (ITB) documents can be obtained beginning on September 27, 2021, via email or Dropbox by contacting the Town Clerk’s Office at townclerk@lakeparkflorida.gov between 8:30 a.m. and 5:00 p.m. local time. The Town Clerk’s Office may also be reached for questions by calling (561) 881-3311.
- b. Bids shall be submitted hardcopy, in triplicate, on the forms provided. **Responses are not accepted via email.** Please mail/deliver your response to this ITB in triplicate form to the Office of the Town Clerk or delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403. The **revised** deadline for submission of Bids is Monday, November 15, 2021 at 2:00 p.m. local time. At that time, the Bids will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.
- c. The revised anticipated Schedule for this Solicitation is as follows:

<u>EVENT</u>	<u>DATE/TIME</u>
Solicitation Package Issued.....	September 27, 2021
Deadline for receipt of questions.....	November 5, 2021
Due Date for Bid Packages.....	November 15, 2021, 2:00 p.m., EST
Contract Award.....	On/about February 1, 2022

- d. The contract anticipated to result from this solicitation will be for a term of three (3) years with the option of two, one-year extensions. It is anticipated that the contract term for this contract will begin on/about February 1, 2022.

- e. If the Town chooses to award a contract, it will be awarded to the lowest responsive and responsible Bidder based on the base bid and selected alternates or in the opinion of the Town/Client to the company whose bid is most advantageous, and provides the best value.
- f. The Town of Lake Park reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for 90 calendar days from October 27, 2021.
- g. The Client will use the following weighted scale to evaluate responses to this ITB:
 - i. **Experience of Firm in developing/implementing similar systems - Total of 20 points**
 - Firm Qualifications/Experience with similar projects (10 points)
 - Experience working with governmental agencies (10 points)
 - ii. **Staff competency & Schedule - Total of 20 points**
 - Commitment and availability of qualified personnel for successful system development and implementation (20 points)
 - iii. **Reputation and References – Total of 10 points**
 - References provided, as it relates to productivity, effectiveness, and timely and successful completion of work (10 points)
 - iv. **Proposal's Content and Compliance with Scope of Services/Work - 20 points**
 - Richness of features, content, user interface, ease of use, level of customization, versatility of proposed application(s) software (20 points)
 - v. **Amount of Bid/Contract Price – Total of 30 points**
 - Itemized, all-inclusive, competitive pricing, when comparing other responses to this ITB (30 point)

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed. **Failure to return this addendum with your proposal submittal will be cause for disqualification.**

Issued By: Town of Lake Park, Office of the Town Clerk Date: _____

Signed By: _____
 Vivian Mendez, MMC
 Town Clerk

Proposer:

Signed by: _____

Print Name: _____

Title: _____

Date: _____

End of Addendum No. 1



Opening Minutes
Town of Lake Park, Florida
Invitation to Bid 106-2021
Work Order and Asset Management System
Monday, November 15, 2021 at 2:00 p.m.
Commission Chamber, Town Hall
535 Park Avenue, Lake Park, Florida 33403

The Invitation to Bid 106-2021 opening was conducted on Monday, November 15, 2021 at 2:00 p.m. Present were Public Works Director Roberto Travieso, Operations Manager Dwayne Bell and Town Clerk Vivian Mendez.

Public Works Director Travieso called the meeting to order at 2:00 p.m. and announced that the Town received seven (7) submittals.

- 1) Beehive Industries – 151 N. 8th Street, Suite 300, Lincoln, Nebraska 68508. They provided three (3) copies. The base bid was \$24,900.
- 2) TMA Systems – 1876 Utica Square, third floor, Tulsa, Oklahoma, 74114. They provided three (3) copies. The base bid was \$38,555.
- 3) Novo Solutions – 516 S. Independence Blvd., Suite 205, Virginia Beach, Virginia 23452. They provided three (3) copies. The base bid was \$17,845.
- 4) MASS (Manufacturing Automation & Software Systems, Inc.) Group – 6280 S. Valley View Blvd., Suite 230, Las Vegas, Nevada 89118. They provided three (3) copies. The base bid was \$29,000.
- 5) Hiper Web (PSD Software) 3605 Sandy Plains Road, Suite 240-498, Marietta Georgia 3006. They provided three (3) copies. The base bid was \$164,961.50 for three-years.
- 6) WebDPW – 33 Dow Avenue, P.O. Box 907, Franconia, New Hampshire 03580. They provided three (3) copies. No base bid amount was included in the proposal.
- 7) Colliers Engineering & Design – 7284 West Palmetto Park Road, Suite 201-S, Boca Raton, Florida 33433. They provided three (3) copies. The base bid was \$ 64,994.72.

ADJOURNMENT:

The bid opening meeting adjourned at 2:11 p.m.

Town Clerk Vivian Mendez



ORIGINAL

John Burke
Senior Account Executive
john.burke@tmasystems.com
800.862.1130

TMA Systems
1876 Utica Square, Third Floor
Tulsa, Oklahoma 74114

Town of Lake Park

PREPARED FOR:

Ms. Vivian Mendez, MMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida, 33403

TAB 1 - FORMS

0/2/2017



October 6, 2021

Addendum No. 1: ITB106-2021

Project Name: *WORK ORDER AND ASSET MANAGEMENT SYSTEM*

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Contract Award.....	On/about February 1, 2022

- d. The contract anticipated to result from this solicitation will be for a term of three (3) years with the option of two, one-year extensions. It is anticipated that the contract term for this contract will begin on/about February 1, 2022.


Issued By: Town of Lake Park, Office of the Town Clerk Date: _____

Signed By: Vivian Mendez, MMC

Digitally signed by Vivian Mendez, MMC
 DN: cn=Vivian Mendez, MMC, o=Town of
 Lake Park, ou=Town Clerk,
 email=vmendez@lakoparkflorida.gov,
 c=US
 Date: 2021.10.06 14:48:49 -04'00'

Vivian Mendez, MMC
 Town Clerk

Proposer: _____

Signed by: 


Print Name: John Burke

Title: Sr. Account Executive

Date: 10/8/2021

End of Addendum No. 1

Statement by Bidder: "I HAVE REVIEWED ALL PLANS, MANUALS, SPECIFICATIONS, AND ALL OTHER INFORMATION CONTAINED WITHIN THIS SOLICITATION, AND UNDERSTAND ALL REQUIREMENTS"

AUTHORIZED SIGNATURE: 

NAME & TITLE (TYPED or PRINTED): John Burke, Senior Account Executive

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

TMA Systems

Firm Name



Signature

John Burke, Senior Account Executive

Name and Title (Print or Type)

10/18/2021

Date

NON-COLLUSION AFFIDAVIT

STATE OF Oklahoma

COUNTY OF Tulsa

Before me, the undersigned authority, personally appeared John Burke, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is John Burke of TMA Systems, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: 106-2021 Title: Sr. Account Executive

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 35th day of October, 20 , by John Burke, who is personally known to me or who has produced driver's license, as identification.

SEAL



Notary Signature [Signature]
Notary Name: Cynthia L. Whitaker
Notary Public (State): Oklahoma
My Commission No.: 14004266
Expires on: 5/12/2022

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By:  _____

Title: President

Date: 10/22/2021

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company/Agency Name: City of Tampa
Address: 1550 North Grady Avenue
Tampa, FL 33607
Point of Contact: Anja Davis
Phone Number: (813) 348-6540
Fax Number: _____
E-mail: anja.davis@tampagov.net

REFERENCE #2

Company/Agency Name: Seminole County Government
Address: 205 West County Home Road
Sanford, FL 32773
Point of Contact: Josh Griisser
Phone Number: (407) 665-5281
Fax Number: _____
E-mail: kgriisser@seminolecountyfl.gov

REFERENCE #3

Company/Agency Name: St. Johns River Water Management
Address: 4049 Reid Street
Palatka, FL 32177
Point of Contact: Pam Thompson
Phone Number: (386) 329-4423
Fax Number: _____
E-mail: Pthompson@sjrwmd.com

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared John Burke
_____, who, after being by me first duly sworn, deposes and says:

(1) I am John Burke of TMA Systems, the offeror that has submitted a proposal to perform work for the following project:

Contract # 106-2021 Project name: CMMS (WO and Asset Mgt. Sys.)

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

John Burke
Signature

Subscribed and sworn to (or affirmed) before me this 25th day of October 2021

by John Burke, who is personally known to me or who has produced driver's license as identification.

NOTARY SEAL:



Notary Signature: Cynthia L. Whitaker

Notary Name: Cynthia L. Whitaker
Notary Public-State of Florida

TAB 2 – INSURANCE, AND NOTIFICATION OF LITIGATION

INCLUDE STATEMENT OF PRIOR OR PENDING LITIGATION.

NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN.

Acknowledged by:

TMA Systems

Firm Name



Signature

John Burke, Senior Account Executive

Name and Title

INCLUDE PROOF OF PROPER LICENSING, CERTIFICATIONS, BUSINESS TAX RECEIPTS (AS APPLICABLE TO PERFORM THE REQUIRED SERVICES).

Not Applicable

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Planned Maintenance

Planned maintenance causes less disruption, thus increasing productivity and indirect savings. WebTMA assists in carrying out planned maintenance schedules which can be scheduled at more appropriate times, such as before the equipment is used or when the building is empty.

Streamlined Purchasing Procedures

When your assets are well-maintained, their longevity also increases. This means that you will spend less on the purchase of renewals or replacements. With integrated inventory management functionality, you can streamline and adhere to purchasing procedures. Doing so will deliver considerable long-term savings.

Preventive Maintenance Programs

With an efficient scheduling and preventive maintenance program in place, you can proactively move to maintaining your assets. Managing on a proactive basis should reduce the headcount of technicians and engineers and reduce the inefficiencies created by having to react to maintenance issues. WebTMA is a powerful tool for creating and executing a well-managed preventive maintenance program.

Reduced Risks and Accidents

The risk of accidents is reduced when the assets are regularly checked and maintained. WebTMA comes with features that cover different areas such as right-to-know information, safety management, instructions, etc., thus ensuring that the assets stay at the required safety standards. These processes minimize the loss of work time through accidents and reduce the risk of non-compliance with laws and regulations.

Efficient Use of Mobile Solutions

WebTMA provides mobile solutions for managing operations efficiently. This is vital for successful maintenance functions. TMA mobile solutions provide the ability to enhance productivity by enabling your personnel to manage their work orders and other facility information electronically through handheld devices, such as iPads, iPhones, iPods, or Android devices.

Optimized Use of Space

WebTMA has reservation functionality that helps to efficiently optimize resources and building space. It avoids double-booking and makes certain equipment and services are delivered to the designated place at the right time. This helps in optimizing space, which is essential in every organization.

Maximizing Latest Technology

TMA has the knowledge and vision to adapt to the ever-changing technology landscape by continually investing in the latest technologies available. Partnering with an organization like TMA that has the foresight to make these significant commitments, protects the significant investment you have in your facility work order and asset management system.

Innovations

TMA prides itself on having the industry and technical expertise to create solutions that positively change organizations. Over the past several years, TMA has introduced an impressive list of firsts, such as the following:

- 1989** First graphical Computerized Maintenance Management System (CMMS) for the Apple Macintosh Operating System
- 1990** First cross-platform CMMS. TMA operates seamlessly across both Microsoft Windows and Macintosh Operating Systems in a mixed network environment
- 1993** First CMMS to integrate email in the work request process
- 1996** First web-enabled module to link browser technology to a CMMS
- 1998** First paperless solution using an advanced interface to a handheld device
- 2000** First web-based CMMS solution for facilities with the introduction of WebTMA
- 2002** First to integrate the Asset Condition Index (ACI) within a CMMS
- 2003** First to develop and introduce a fully functional CMMS operating on a Pocket PC handheld device, mobileTMA
- 2004** First CMMS to utilize 100% Microsoft .NET technology, WebTMA version 2.0
- 2006** First CMMS to offer a fully integrated custodial module
- 2008** First CMMS to utilize second generation .NET technology, WebTMA version 4.0
- 2009** First to use Microsoft Silverlight with GIS technology
- 2012** First CMMS to develop online/offline technology for the iPhone, Android, and iPad applications
- 2013** First CMMS to develop an integrated BIM interface
- 2016** First CMMS to develop an integrated interface to the StarRez housing solution
- 2017** First CMMS to develop an integrated interface to the RSMeans API
- 2018** First CMMS to develop an integrated Custodial Management Module
- 2019** First CMMS to develop an integrated Grounds Management Module
- 2020** Deployment of WebTMA 7, a revolutionary product for speed and security

Proposed Software Solution

TMA's long-standing commitment is to provide software solutions for organizations that want to effectively manage their strategic physical assets and maintenance operations. WebTMA, TMA's flagship product, is a leading-edge web-based software solution for facility professionals who recognize that effective asset life cycle management demands access to accurate, up-to-date information. This powerful information provides the basis for making informed, asset-driven decisions that are in the best interest of the organization. Most importantly, with this knowledge, these individuals can run their operations more efficiently, provide the highest level of service to their clients, and achieve the ultimate goal of improving their organization's financial performance. Written using Microsoft® .NET technology, WebTMA is one of the most technologically advanced software products in the world.

WebTMA is a strategic solution for managing assets – it includes features and functionality for managing the people who maintain them, the parts and materials that support them, as well as the scheduling and execution of both preventive and corrective maintenance. The effective management of these critical assets can improve efficiency, reduce costs, optimize asset performance, and extend their useful lives. This comprehensive web-based solution has been developed based on input from more than 140,000 users that maintain more than 55,000 facilities. This embedded expertise, along with TMA's more than thirty years of industry experience, has allowed TMA to create software solutions that incorporate asset management best practices throughout the entire application.

The WebTMA application can be deployed from your facility or hosted by TMA as a Software as a Service (SaaS). Most importantly, with unsurpassed scalability, WebTMA's modular offering provides your organization with the ability to start small and grow with your needs, requirements, and demands. All TMA software has the ease-of-use for beginners yet is robust enough to satisfy the needs of the most demanding facility management professional. WebTMA can be purchased as a base solution with the ability to add a variety of optional modules that can enhance your use of the product.

WebTMA Subscription Service

WebTMA offered as a Subscription Service provides all the benefits of a truly robust yet scalable Maintenance Management Software Solution at an affordable price. This technologically advanced product is offered as a service by TMA and provides you access to the system via any standard Web browser. WebTMA's Subscription Service has a low startup cost and a reasonable subscription rate that allows organizations to essentially rent the software while continuing to own their data.

Access

Access WebTMA via the Internet 24 hours a day, 7 days a week, through any standard web browser – anytime, anywhere.

Affordable

No capital budget expenditure. With a low startup cost, organizations can essentially lease the software through periodic payments while maintaining ownership of their data. No hardware upgrades and no additional IT staff are required.

Additional Features Included with WebTMA

My Dashboard

In addition, WebTMA includes My Dashboard, an advanced tool that can be customized for each WebTMA user to provide information that is directly relevant to their job requirements and their use of the product. This powerful functionality can be configured to focus on technicians, supervisors, or administrative personnel. This is real-time information that is relevant and specific to the performance of their jobs.

Report Manager & Report Writer

The need to operate and manage an organization with knowledge, insight and confidence has never been greater. With any software solution, organizations invest time and energy in accumulating accurate and relevant data for making informed decisions.

WebTMA Report Manager and Report Writer are provided as standard features within WebTMA. The WebTMA Report Manager provides a comprehensive set of 600 pre-formatted reports that are ready to run right out of the box. Should you need to Create reports for your organization's specific needs (or to meet mandatory requirements for agencies such as Joint Commission, OSHA, ISO 9002 and the EPA) you can create them directly from the WebTMA Report Writer or by easily copying and modifying a pre-formatted report provided in the Report Manager.

With the WebTMA Report Manager and Report Writer, your reports can be easily generated on screen, sent to a printer, emailed, downloaded to Microsoft Excel files, or saved in formats such as HTML, images, or PDF.

Basic Reports and Graphs (examples)

- Work Order Aging by Facility
- Open Work Orders by Trade
- Work Order Aging List Sorted by Technician
- Open Work Orders by Type
- Assigned Work Orders by Date
- Unassigned Work Orders by Date
- Monthly PM Task Compliance
- Inventory Understock by Vendor *
- On-hand Adjustment Audit Trail by Part *
- Inventory Understock *
- Task Library List by Task Type
- PM-All
- Building Charge Work History
- Contractor Declining Balance **
- Technician Availability Report

** Requires license for optional Material Management module*

*** Requires license for optional Contract Management module*

Optional Modules and Interfaces

WebTMA offers a variety of optional modules, interfaces, and integrations to enhance and improve your organization's performance. This scalability provides you with the option to purchase the functionality you need as you need it. These additional modules, interfaces, and integrations have been developed specifically for WebTMA. Your solution will be self-configured to meet your organization's needs and desires.

** Material requests, minor capital projects requests, events, and locks and keys requests require a license for the applicable module.*

*** With optional Auto Attendant module*

Advanced Service Request

The Advanced Service Request module provides you the ability to have specialized field layouts or more advanced capabilities for customizing the request form. The request form can be designed to gather the information you need most with the style and look that you want. Most importantly, the browser-based work request system will improve the quality of service to your customers through faster response times and better communications. Your work order software will be brought directly to end users — eliminating both administrative time for data entry and lost requests.

Your customers can directly communicate their requests for services including requests for repair work, materials, minor capital projects*, events*, and services related to locks and keys*.

If requests are converted to work orders, the requester is notified of the status by email. From the time of submission until completion, the customer is kept fully informed with automatic email updates and notices as work progresses. In addition, the customer can also query WebTMA's database about the status of their requests, status of their work orders, or applicable charges in real-time.

Features and Benefits

- Customize the request form with special field layouts or more advanced capabilities
- Gather the information you need most with pages that have the style and look you want.
- Improve communications with your customers by allowing them to submit requests from any location that has access to the Internet or your intranet
- Substantially reduce calls to your work control center
- Provide requesters with the ability to confirm receipt of a request automatically with a request number and an optional customized message
- Have the ability to review the real-time status of work requests and work orders
- Send an email message automatically to clients when work has been accepted or denied
- Notify clients automatically about changed work order status
- Check for duplicates and warranties when processing requests
- Utilize SSO support for user authentication
- Employ SSL for encrypted data transfer
- Decrease processing time by allowing customers to submit their own requests
- Gauge your performance with online customer surveys
- Search an online catalog of supplies and material inventory for needed items*
- Create and submit material requests including delivery location*
- Request minor capital projects, including funding information and scope of work*
- Survey customers to monitor staff and contractor's performance*
- Control access to specific information by individual user or group
- Convert certain requests automatically **
- Utilize QR Codes to request service to specific locations

** Material requests, minor capital projects requests, events, and locks and keys requests require a license for the applicable module.*

TMA has a variety of mobile solutions that help your organization become mobile. TMA Mobile Solutions provide the ability to enhance productivity by enabling your personnel to manage their work orders and other facility information electronically through handheld devices including iPads, iPhones, iPods, or Android devices. This state-of-the-art technology has the features and functionality that significantly improves productivity and service to your customers.

WebTMA GO

WebTMA GO is TMA's most robust mobile solution. Using Apple® iOS technology, WebTMA GO provides technicians and supervisors the ability to perform their work duties in the field.

WebTMA GO has all the work management features and functionality of TMA's other mobile solutions, plus additional features and functions including scheduling capabilities*, materials management*, asset management, IT management*, inspections*, project management*, and training management*. This wide array of features and functionality will allow your staff to make the most effective use of their time.

Additionally, iPad devices with high-resolution cameras can take advantage of WebTMA GO's barcode and QR code scanning capabilities to further increase data accuracy and staff productivity. Streamline workflows by scanning codes associated with your physical assets, materials inventory, and many other maintenance items that WebTMA supports.

WebTMA GO operates in both online and offline mode. When online, WebTMA GO transmits data directly to the WebTMA database in real time. When offline, data is stored on the iPad device and automatically synchronizes to the WebTMA database once an online connection is available. Use any network, including Wi-Fi or a cellular data network, to allow your staff to connect to the WebTMA database. In addition, share an iPad device with one or more technicians or supervisors while keeping data segregated based on the user's rights.

Features and Benefits

- Schedule* work orders to technicians directly on the iPad device
- Process your pending authorizations, including requests, work orders, estimates, projects*, purchase requisitions*, change orders*, and other approval criteria
- Access linked documents and photos associated with work orders, physical assets, and spaces
- Perform PM inspections, general inspections*, room inspections*, and custodial inspections* in the field
- Quickly post work order costs, fuel and oil expenses, utility meters*, and check out tools*
- Perform Materials Management* functions including parts issuance, purchase requisitions, PO receiving, parts transfer, and part record edits/creation
- Increase efficiency and accuracy using barcode technology to quickly scan barcodes representing areas, parts*, or physical assets
- Eliminate paperwork orders and easily organize the results of your staff's efforts
- Eliminate double entry of technician data by entering data directly into iPad devices
- Provide your technicians with the opportunity to spend less time in transit and more time working
- Download assigned work orders and PMs and view by priority
- Track labor worked on an assignment using the timer's start and stop feature

- Avoid missed steps using detailed checklists on work orders or PMs and record the results directly on the mobile device
- Record meter readings on equipment or vehicles, which can trigger generation of PMs
- Generate corrective work orders automatically when PM failure code is chosen
- Determine failed data transfer from on-screen icons
- Perform general inspections*, room inspections*, custodial inspections* and ground inspections* from the device

** Client must have licensed related optional modules for functionality to be active*

mobileTMA GO for Android

mobileTMA GO for Android provides your technicians with the ability to carry their work orders and PMs on compatible Android mobile devices. Technicians can spend their time completing work orders, performing PMs, and completing inspections*, instead of filling out paper forms or retyping data.

mobileTMA GO provides you with the ability to operate in an online/offline mode. When online, mobileTMA GO transmits data directly to the WebTMA database in real-time. When offline, data is stored on the Android device and automatically synchronizes to the WebTMA database once an online connection is available.

Additionally, Android devices with high-resolution cameras can take advantage of mobileTMA GO's barcode and QR code scanning capability to further increase data accuracy and staff productivity. Streamline workflows by scanning bar codes associated with your physical assets, materials inventory*, and many other maintenance items supported by the system.

Features and Benefits

- Download assigned work orders and PMs, viewing by priority
- Create new work orders on the device and upload those orders to WebTMA
- Review a history of previous work orders related to a maintenance worthy item (when online)
- Transfer completed work order information, including comments, labor, materials, and other charges, into WebTMA from the device
- Create work requests for upload to WebTMA
- Create inventory records for areas and equipment on the mobile device and transfer data to create records in WebTMA
- Conduct a parts inventory from mobile devices that update WebTMA parts records
- Provide your technicians with the opportunity to spend less time in transit and more time working
- Track labor worked on an assignment using the timer's start and stop feature
- Easily view PM task sheets directly on mobile devices
- Use barcode scanners with mobile devices equipped with high-resolution cameras
- Avoid missed steps using detailed checklists on work orders or PMs and record the results directly on the mobile device
- Record meter readings on equipment or vehicles, which can trigger the generation of PMs
- Generate corrective work orders automatically when PM failure code is chosen
- Determine failed data transfer from on-screen icons

- Schedule PM's to check calibration
- Maintain history of repairs on tools

Stockroom Transactions

- Issue stock to cost centers or work orders
- Track sales to accounts using interdepartmental sales orders

Hazardous Material Tracking

- Account for hazardous materials and refrigerants
- Maintain details about your hazardous materials
- Categorize hazardous materials for reporting and sorting

Mass Import Tool

The Mass Import Tool allows authorized users an efficient way to add critical data into the WebTMA database. Records that can be quickly imported into WebTMA include Equipment, Assets, Tools, Vehicles, Entities, Groups, IT Equipment*, and Biomedical Equipment*. Users can prepare the list of new records in a spreadsheet, verify the data from the Import Window, and import the records to WebTMA.

Features and Benefits

- Reduce the amount of time required for data entry
- Download and use data import templates from within WebTMA
- Efficiently import and/or update data related to new Equipment, Assets, Tools, Vehicles
- Improve and verify the accuracy of data uploads from the Import Window
- Simplify your overall data import efforts with a pre-built import tool

** Client must have licensed related optional modules for functionality to be active*

Project Management

Easily and effectively manage projects that require multiple work orders, budgets, and requisitions by tracking all costs, internal work, contract work, and purchases against a project. With WebTMA's embedded Gantt charting tool, graphically set up a project and track an unlimited number of tasks and resources by task.

Projects such as construction, renovations, remodeling, etc. can be managed from within the system by using the Project Management module to share important data on personnel, parts, areas, and other resources.

Features and Benefits

- Compare budgeted, estimated, and actual costs for the life of a project
- Track all project costs for internal work, contract work, and purchases
- Create Gantt charts for projects and project tasks
- Track internal costs via work orders and external costs via requisitions

- Track details on contractors' work by attaching work orders to a contract for labor and cost history
- Permit contractors to log in and access the work orders assigned to them, input their labor and materials, and attach their invoice
- Maintain the contract's declining balance automatically for work performed on a life-to-date basis
- Select multiple bidders and contract services for bid preparation
- Extend a contract at any time by adding time and funds
- Withhold a portion of the contract value at end-of-contract to assure satisfactory performance
- Negotiate better contracts using contractor ratings by services performed and overall average ratings

Capital Projects

The Capital Projects module streamlines the planning and execution of your projects. It is designed for the financial management of large externally managed capital projects (run by general contractors) or internally managed capital projects (in-house projects). The Capital Projects module was developed from the owner's perspective by increasing accountability and financial control. Proper management of your project reduces your risk, and ultimately, capital expenditures (CAPEX).

The Capital Projects module addresses complex financial budgeting issues by handling both fund-based accounting and normal accounting requirements. Identify funding sources, budget by funding sources, components, and build budgets that can be approved and adjusted as required.

In addition, if you purchase the Capital Planning module, there is an integration that allows you to import the Work Elements from the facility condition assessments recorded in Capital Planning to the Capital Projects module.

Features and Benefits

- Build your project team, designate authorized accounts and funding sources to be used
- Detail your project requirements from the user-defined components library or select user-defined component templates
- Define milestones for your Capital Project and record their completion dates
- Prioritize and schedule component work
- Record Team Meetings (record notes, issues, delays, and estimates of anticipated costs)
- Use Field Inspection reports to record progress (weather conditions, etc.)
- Schedule project components and generation of contracts for both construction and consulting
- Tie purchase orders to project components with all invoiced costs rolling up from the components to the Capital Project and budgets
- Track your cost overruns and schedule adjustments
- Payment Applications from Contractors/Consultants can be recorded, approved, and processed
- Create punch lists to document the final things that still need to be done on each component assigned to a project contract
- Assign tasks or activities to any Capital Project component, tasks can be then turned into work orders
- Change Orders/Amendments are supported for both contracts and purchase orders
- Build a list of people required for sign off with Routing Authorization

- Simplify complex data visually with interactive Excel graphs and reports
- Integrates with the WebTMA Capital Project module

Custodial Management

The Custodial Management module represents the first integrated custodial management tool that works in tandem with a robust Work Order and Asset Management System. This powerful tool can be used to efficiently manage your custodial staff, workflow processes (routes), and cleaning supplies, while capturing all your facility management costs in a single integrated database. The module uses ISSA 612 Cleaning Times and APPA's Custodial Staffing Guidelines as the basis for developing cleaning schedules for routine and project work. These national standards make it easy to estimate staffing requirements for organizations that outsource custodial services or perform these services in-house.

No other custodial management software offers the benefits of a full Work Order and Asset Management System integration. The integration provides access to a robust work order system, materials management, project management, and accounting functions.

Custodial Management also includes complete custodial inspection capabilities for supervisors. The user-defined inspection forms are based on the appearance of items linked to cleaning tasks. Copies of the forms can be printed, or forms can be downloaded to a compatible mobile device*.

Custodial Management, in conjunction with WebTMA, allows you to easily track your organization's custodial requirements with a seamless approach to managing your facilities, materials, and personnel.

Features and Benefits

- Effectively manage your custodial services
- Leverage full integration with your existing WebTMA software
- Eliminate lengthy training by printing duty lists for your custodians
- Estimate labor based on level of cleanliness required or desired
- Easily schedule custodial routes and efficiently manage cleaning supplies**
- Record all necessary custodial information in one central location
- Track all custodial expenses in one location
- Use pre-formatted supervisory inspection forms or go paperless with handheld devices*
- Assign task schedules to specific room types or modify them for unique spaces
- Design a variety of duty lists for individuals or crews that permit self-checking of compliance
- Use the imbedded ISSA 612 Cleaning Times, APPA Custodial Staffing Guidelines, CDC Disinfecting Tasks
- Schedule multiple shifts, each having their own custodial tasks and frequencies
- Use numerous pre-formatted reports for fast and accurate custodial service information
- Track staffing levels via labor needs on scheduled services
- Compare estimated custodial costs against budgeted amounts by buildings, areas, and rooms

** Requires a license for optional mobileCustodial module or WebTMA GO*

*** Requires a license for optional Materials Management module*

mobileCustodial Inspections

mobileGrounds Inspections

mobileGrounds Inspections is an essential add-on to the Grounds Management module. It will streamline your grounds inspection process for more accurate and real-time reporting. Staff members can perform inspections on site and remotely pass the data directly from the mobile device to the WebTMA application.

Configurable inspection forms are designed based on user-defined inspection sets of grounds audit items. Inspectors can capture and upload photos of failed inspection points and add comments for later training and review.

Features and Benefits

- Increase efficiency in your ground's services
- Perform inspections remotely
- Perform and update inventory of ground's custodial audit items to improve accuracy in estimating labor
- Transfer data remotely on a timely basis
- Complete inspections using user-defined inspection forms
- Upload photos of failed inspection points for later review and training

General Inspections

WebTMA's General Inspections module simplifies and streamlines your inspection process throughout your entire organization. This valuable tool allows you to confirm completion of a series of tasks for all maintenance-worthy items within your organization.

The General Inspections module gives your technicians a global checklist for assigned assets and areas. The process ensures that each check is reviewed in sequence and the results are documented. Checklist results can record a value reading, pass/fail status, and other ratings.

Technicians can utilize WebTMA GO* or mobileTMA GO to electronically complete inspections. This allows them to eliminate the need to carry paper inspection forms – saving time and eliminating lost paperwork. Technicians can also upload inspection results for analysis.**

Most importantly, the General Inspections module can move past just maintenance and into the realm of ensuring the safety and reliability of your maintenance-worthy items.

Features and Benefits

- Provides technicians a global checklist for inspections of assigned assets and areas
- Automatically generate a work order for a failed inspection point
- Review actual and potential hazards
- Record and communicate dangers or issues that require immediate attention
- Retain inspection history for future reference
- Collect data for predictive maintenance analysis
- Use the PM scheduling function to assign an inspection task

- Provides technicians a global checklist for inspections of rooms, offices, and areas within your facility assigned assets and areas
- Reduce staff requirements by creating efficiencies during the inspection process
- Shorten the inspection process and processing time
- Eliminate paper waste when using mobileRoom Inspections* on a compatible mobile device
- Easily generate reports on conditions and repairs necessary for specific locations
- Easily schedule staff for inspection of rooms, offices, and areas
- Record inspection data using compatible mobile devices and transfer results directly to the WebTMA database*
- Use numerous preformatted reports for fast and accurate inspection information
- Allocate costs between room occupants for items that need repair or replacement
- Design multiple customized inspection forms for different types of areas
- Set up checklists for various inspection points within an area and define costs for repairs
- Assign and track tasks to specific area inspectors

** Requires a license for mobileRoom Inspections*

mobileRoom Inspections

With WebTMA's mobileRoom Inspections, technicians can use a variety of mobile devices to electronically complete Room Inspections*. This eliminates the need to carry paper inspection forms – saving time and eliminating lost paperwork. Upon completion of inspections, technicians can upload inspection results for analysis.

The process starts with the transfer of inspection forms to a compatible mobile device. The staff can note the condition of the item being inspected, record the results, and automatically generate repair or replacement work orders for failed inspection points.

Features and Benefits

- Achieve better utilization of staff by improving efficiencies during the inspection process
- Shorten the inspection process and processing time
- Automatically create work orders for items that need repair or replacement
- Record inspection data
- Collect signatures in the field for inspection sign-off

** Client must have licensed related optional modules for functionality to be active*

GIS Solutions

With WebTMA's GIS Solutions (Geographical Information System) you will gain a geospatial context for maintenance operations and asset location by dynamically visualizing asset relationships in a geographical format.

The Basic and Advanced GIS Solutions have advanced technology that allows you to integrate your assets, infrastructure, and other mapped features with the WebTMA solution.

- Reduce your costs with more effective space management
- Improve your decision-making process using centralized data
- Gain a comprehensive overview by visualizing your space
- Empower managers with critical information about space and asset inventories while maintaining security through controlled database access
- Visually locate assets, occupants, and room numbers with a single click
- Query actual drawings for the most up-to-date space calculations
- Report on space allocation by department and type of space

Maintenance Functions

- Click a room number and create a work request or work order from any drawing
- Generate needed work history reports directly from a drawing

Asset Management

- Locate assets, including equipment, furniture, tools, telecommunications assets, and hazardous materials on the appropriate drawing
- View asset inventories by room

Space Management

- Import and add space records to the WebTMA database from your drawings
- Calculate square footage and update space records from the drawing
- Hatch spaces to show usage and departmental assignments

Move Management*

- Minimize costs and maximize productivity by efficiently managing occupant and asset moves
- Create simple or complex moves by adding occupants and selecting assets and additional items to be moved
- Update all new occupant attributes such as new phone numbers and position codes, during move execution
- Execute an entire move with a single click automatically generating a move history (audit trail)

Drawing Manager

- View a detailed work history by clicking on the facility, infrastructure, or building
- Drill down to any drawing using the easy-to-use tree list
- View, redline, or link files, applications, and web pages directly from a drawing

Security

- Secure the WebTMA database using security access controls to prevent unauthorized viewing or changing of information

** Only available with WebTMA Plus*

Features and Benefits

- Manage your fleet and costs more effectively through more accurate planning and scheduling
- Track vehicle rentals, who they are assigned to, and when they are due to be returned
- Meet customer needs by managing scheduled vehicles in a timely and professional manner
- Account for and recoup costs by having the ability to charge for vehicle rentals
- Create work orders for repairs to vehicles or generate cleaning work orders automatically when vehicles are returned
- Easily research vehicle availability
- View reservations and generate reports on vehicle utilization
- Improve communications with customers by delivering requests, reservations, and status information via email
- Create a reservation for a specific vehicle or a vehicle category
- Track dates and times a vehicle is used
- Track mileage usage with odometer readings
- Calculate rental charges based on hourly, daily, monthly, or mileage rates
- Add extra charges for cleaning and late returns
- Produce charge information for accounts to be billed or credited
- Retain full maintenance and PM histories on vehicles
- Track expenses related to vehicle rentals

Utility Services Management

WebTMA's Utility Services Management is a powerful module for tracking your organization's energy costs, utility costs, and usage.

Utility Services Management consolidates pertinent information about your meters, transformers, rate schedules, and historical weather data. Based on this data, your staff can compare relevant information against actual recorded amounts and budgeted costs to determine variances for investigation.

In a single database, easily track data about locations, energy and service consumption, and data about billings. Record daily weather fluctuations and calculate average temperatures for the month to forecast energy service usage and costs related to different service types.

For budgeting purposes, Utility Services Management allows you to establish multiple accounts and service locations for each service type and deduct actual billings from the accounts throughout the year. In addition, easily allocate utility and service costs based on usage, and charge to appropriate departments and buildings.

Quickly and easily generate monthly billing invoices for services rendered. Invoices can encompass multiple buildings, locations within buildings, or multiple departments (occupants). Most importantly, Utility Services Management provides you with a variety of preformatted reports and graphs to give you a clear understanding of your utility service usage and expenses.

Features and Benefits

- Maintain a fully integrated database of your facilities, buildings, departments, and utility usage

- Inventory and track software and licenses for assets such as operating systems and installed applications

** Mobile solutions include mobileTMA, mobileTMA GO, and WebTMA GO*

Knowledge Base

Through a catalog of solutions that are specific to a type of work or task, WebTMA's Knowledge Base can assist users in troubleshooting issues. The Knowledge Base is set up (by your organization) with a pre-defined series of questions that lead to the resolution of a problem or task to be completed. These solutions act as a quick and easy reference for service personnel in completing a task or resolving issues.

The Knowledge Base is unique to each task and situation needing resolution and can be added to at any time. Each task can have any number of possible resolutions, and as new conditions and resolutions are identified, the Knowledge Base continues to grow with your valuable data. In addition, the option to require the technician to select a resolution from the Knowledge Base or provide an alternate resolution when closing a work order can be required. These alternate resolutions can be converted to standard resolutions and made part of the Knowledge Base.

Features and Benefits

- Provides a repository for a catalog of solutions for technicians to follow
- Expedite and reinforce training for technicians
- Analyze problems to pinpoint trends and resolutions
- Research solutions in an easy-to-use question and answer format
- Present the top 10 solutions for fast diagnosis and resolution
- Attach a document for reference or a URL for an alternate knowledge base
- Save time and money using rapid access to resolutions
- Configure the Knowledge Base to meet your organization's unique needs
- Expand your Knowledge Base to accommodate new solutions

Facility Scheduler

Your organization will perform at a higher level by maximizing the use of its facilities with WebTMA's Facility Scheduler. This powerful tool provides you with the ability to effectively manage, use, and schedule your organization's valuable resources. You can reserve and schedule rooms, tools, equipment, AV assets, and infrastructure items such as athletic fields and swimming pools.

Start by initiating reservations with easy-to-use data entry windows. Submit a reservation for a specific item or item category, such as a conference room, AV asset, or a tool. Depending on availability, a reservation ticket can be created, and most importantly, you will be kept fully informed of the status of the reservation or changes to the reservation by automatic email updates.

Facility Scheduler can maintain established rates for hourly, daily, weekly, and monthly rentals. Display holiday schedules and blackout periods on a graphical interface along with bars showing items reserved or rented. WebTMA's chargeback accounting allows rental rates to be charged to internal departments, organizations, external groups, or individuals. In addition, extra charges can be added for repairs and

- Efficiently manage all aspects of pickup and delivery
- Track scheduled and on-demand vehicle dispatches
- Create fixed routes with stops
- **Assign drivers and vehicles for scheduled and on-demand trips**
- Track all stops, including the activity, lapsed time, and other metrics about each stop
- Record the number of people picked up and dropped off
- Track the amount of material delivered
- Manage drivers' schedules
- Control access to vehicles and locations
- Match driver licenses to vehicle classes
- Control access to sensitive pickup or drop-off stops

Event Scheduler

Easily track and schedule event information with WebTMA's Event Scheduler. Assign resources for an event including buildings, rooms, and areas. Resources can also include equipment, vehicles, and assets, such as audio-visual equipment, etc. When writing a work order or allocating resources on an area where an event has been scheduled, Event Scheduler will automatically notify you of any potential scheduling conflicts.

Event Scheduler can also be linked to WebTMA Projects* for estimating and scheduling the many work-related activities and requirements necessary to successfully execute an event. Once an event with related work orders and requisitions is linked to a project, you will have all event information including time and cost for labor, materials, and other charges. In addition, information about previous events can be used for tracking, billing, and estimating new events.

Most importantly, your organization will have a history of all event information available from event reports, project reports, and work order reports.

Features and Benefits

- Easily schedule and reserve dates and facilities for events
- Visualize monthly events by viewing them on a graphical calendar
- Schedule event resources including equipment, assets, and vehicles
- Record all necessary event information in one central location
- Estimate event setup requirements and costs
- Track all event expenses and work activities using WebTMA Projects*
- Convert scheduled event items to reservations**
- Provide vital event information such as:
 - General setup requirements
 - Food service requirements
 - Attendant requirements
 - Floral requirements
 - Security, electrical, and environmental requirements
- Schedule event resources including equipment, vehicles, and assets (audio visual resources, etc.)
- Track contact and funding information

Archive & Purge

The Archive & Purge module enables organizations to select transactions, archive them in groups, and purge them when needed.

The module provides a variety of features, the most important is the ability to control the amount of data purged by grouping records into smaller batches. With smaller archive batches, organizations can tag specific types or records and retain the tagged batches even though others are purged from the same date range. To prevent archiving records of importance, this module supports the option of marking individual records ineligible for archiving.

Features and Benefits

- Improve database performance by reducing the size of the overall database
- Control the types of data to archive and/or purge
- Eliminate unnecessary, old, or inactive data no longer required
- Prevent the archival of important records
- Reduce the amount of time for database backups

SMS Messaging

Utilize SMS messaging to notify technicians of their scheduled work or to update customers on the status of their work. This simple tool enhances the notification process, improving response times and communications.

Maintenance planners can easily notify technicians via a text message that work orders have been assigned to them. This ultimately speeds up the response times allowing your customers to receive the highest level of service possible.

There are two solutions related to SMS messaging:

- Basic SMS messaging service is functionality built-in to the main application at no cost
- Enhanced SMS messaging service is offered as an Optional Module that provides a numeric short code directly to the customer's phone without specifying the mobile service provider

Features and Benefits

- Speed up response times to closing work orders by immediately notifying technician of new work orders via SMS
- Easily notify technicians by text messaging that work orders have been assigned to them
- Keep customers updated on the status of their work

Universal Interfaces for WebTMA

The interface includes syncing vendor information; exporting purchase requisitions from WebTMA for the creation of purchase orders in the procurement system; importing purchase order information from the procurement system; and exporting receiving data from WebTMA.

Features and Benefits

- Rapidly integrate between WebTMA and your enterprise procurement system
- Improve efficiency by eliminating manual data transfer
- Increase accuracy with electronic transmittal of procurement data
- Simplify your overall integration efforts with a pre-built, user-configurable design
- Create user-defined templates for different configurations as required by your enterprise procurement system

Universal Interface for Space Management

The Universal Interface for Space Management enables organizations to integrate WebTMA with many popular space management solutions. The interface provides a configurable tool within WebTMA and a service that is easily installed and maintained.

The interface includes importing/updating certain Department, Facility, Building, Floor, and Area data from your Space Management system into WebTMA. Additionally, the interface provides your organization with the ability to link Areas to Departments.

Features and Benefits

- Rapidly integrate between your Space Management system and WebTMA
- Create user-defined templates for different space categories as required by your Space Management system
- Increase data accuracy with electronic transmittal of space and department data
- Simplify your overall integration efforts with a pre-built, user-configurable design
- Improve efficiency by eliminating manual data transfer

Universal Interface for Building Automation Systems

TMA recognizes the importance of integrating a customer's Building Automation System with WebTMA to keep equipment operating at its peak performance and condition.

The Universal Interface for Building Automation Systems enables organizations to import alarm and alert data from the Building Automation System when an event occurs. This data is then used to automatically create a corresponding work request within WebTMA. Additionally, easily import runtime hours from the Building Automation System for purposes of updating equipment meters and automated PM generation.

Features and Benefits

- Reduce equipment failures and downtime
- Automatically create work requests as a response to alerts and alarm events
- Improve efficiency by eliminating manual data transfers

It is critical for all organizations to capture the “total” cost of the work order. However, in many environments, this information is not stored in a single system and requires duplicate data entry to centralize work order costs. The Universal Interface for Other Charges can be easily configured to import work order costs from external sources so that your WebTMA solution captures the total cost of maintenance activities.

Features and Benefits

- Eliminate the need for manual and duplicate data entry
- Increase data accuracy with electronic transmittal of work order costs captured in external systems
- Simplify your overall integration efforts with a pre-built, user-configurable design
- Seamlessly input Other Charge costs into WebTMA for monitoring and analyzing maintenance operations
- Create a user-defined template for importing Other Charge costs from an external data source

BIM Interface

Conventional wisdom says building information modeling (BIM) is a tool used mostly by architects and designers working on new construction projects. However, the BIM Interface allows organizations to realize the value BIM provides for operations and maintenance.

The BIM Interface enables facility professionals to connect Autodesk® Revit® models to WebTMA to help manage space, plan maintenance, and more. As the building evolves, the interface helps organizations eliminate information loss and leverage the data in BIM models to improve communication and collaboration between architects, engineers, contractors, and facility managers. You will have the opportunity to share building information from the initial design and construction phase, to the building operations phase, and ultimately to renovation projects if necessary – leveraging your BIM models throughout the life of a building.

Feature and Benefits

- Import new records in WebTMA from the location and asset hierarchy in the BIM model
- Update existing records in WebTMA to reflect changes in the BIM model
- Update existing element properties in the BIM model to reflect changes made in WebTMA
- Populate element properties in the BIM model with historical maintenance information from WebTMA
- Build WebTMA location and asset data from existing BIM models
- Quickly populate new BIM models with data from WebTMA
- Store relevant historical maintenance information directly in the BIM model for analysis

StarRez Interface

The WebTMA StarRez Interface provides near real-time, bi-directional communications between StarRez and WebTMA for the purpose of streamlining the work request and work order process.

- Simplify your overall integration efforts with a pre-built design
- Streamline the creation of estimates in WebTMA

** For functionality to be active, client must have licensed related optional modules*

Implementation Portal (iPortal)

Successful implementations are practical, well thought out, and meticulously executed. At TMA, that process begins with the TMA Implementation Portal (iPortal). The TMA iPortal is an advanced tool that provides the framework necessary to make your implementation process as efficient, effective, and organized as possible. iPortal organizes your contact information, documentation, data templates, schedules, and a host of other valuable information in one place. Most importantly, it allows you to access the information over the Internet via a standard Web browser 24/7. The implementation process begins when you are assigned a TMA Implementation Specialist who will work with you and your implementation team to develop the strategies necessary to successfully implement your WebTMA solution. This individual will introduce you to TMA's iPortal — the central point for gaining knowledge and accumulating data for a focused and rapid implementation.

Implementation Services

Basic Implementation

The TMA Consultant will work with your implementation team to make certain they have a clear understanding of WebTMA, that appropriate decisions are made, and that strategies are in place. This provides a TMA solution that is configured in the most efficient and effective manner possible for your organization.

Before beginning this process, TMA's iPortal will be introduced for the implementation team to review all relevant information necessary for achieving a basic understanding of the TMA solution. The objective is that by the end of the session, your organization is well on its way to getting WebTMA set up and operational.

Administrator Planning (Implementation Strategies)

This advanced offering provides the newly appointed TMA Administrator or Project Manager with a clear understanding of WebTMA and its functions. Most importantly, it provides your team leader with a clear understanding of the processes involved in identifying, selecting, and managing an implementation team to assist in a smooth transition and conversion to your WebTMA solution.

This training is recommended for the one or two individuals who will be the TMA System Administrators or implementation Project Managers for your organization. The training session can be provided remotely, at your site, or at the TMA Training Center. The TMA Training Center is encouraged so that these individuals can fully focus on understanding the implementation process away from the day-to-day distractions that often interfere with the learning process.

Advanced Implementation Consulting

Unique environments often require more advanced implementation services to meet your organization's goals. These more advanced services ensure that the solution can be effectively and efficiently utilized, guaranteeing the most rapid return-on-investment. The Consultant, working in conjunction with your staff, will conduct a review of your organization's environment and business processes to make recommendations on ways the TMA solution can provide the maximum benefit to your organization.

System Integration

Integrating TMA data with other applications is a necessity in today's business environment. Data is shared between departments and applications on a regular basis. TMA Consultants are committed to working with your organization to ensure these integrations are completed smoothly and in the most efficient manner possible.

Data Collection

TMA Consultants can collect your data or, should you desire, provide standard or custom data collection templates for you to gather your facility and asset data. In addition, TMA Consultants can design database tools to assist your organization in gathering data to initialize the TMA database via the TMA iPortal.

Data Conversion

TMA Consultants can provide a full range of data conversion services that can allow data conversion from one database format to another. This will assist you in a more rapid implementation of the TMA solution by allowing your organization to import the current data directly into the TMA database.

Training Center

The TMA Training Center is located at TMA's headquarters in Tulsa, Oklahoma. The facility is designed for small groups of up to ten attendees. Having a smaller group provides the TMA Trainer or Consultant with the ability to offer a group, or an individual, the special attention they may need. Training at the TMA Training Center allows your group to be fully focused on learning the system and how it can be most effectively utilized by your organization — away from the phones and the daily demands being placed on them.

System Requirements

Browser(s)

The following requirements represent the needs for WebTMA users. Browser support varies for each version of the Application and its related products. Most major browsers are supported.

WebTMA Version	Chrome Support	Firefox Support	Internet Explorer Support	Microsoft Edge Support	Safari Support
WebTMA 7.x	Latest public release	Latest public release of Firefox or Firefox ESR	No	Latest public release	11.1 and up

Mobile Applications (WebTMA End-Users)

WebTMA GO

WebTMA GO has been officially tested on the following devices, although additional devices might work as well.

Operating System

Apple® iPad®

Tested Devices

- iPad
- iPad Air
- iPad Pro
- iPad mini

Tested Versions

The application is tested on iOS 11 and higher. For optimal performance use the latest OS and devices.

Some features, such as barcode scanning, are only available with high-resolution camera.

Cost Proposal

TMA respectfully submits the following pricing information pertaining to the implementation of WebTMA at the Town. Fees for this engagement are inclusive of software, professional services, and support.

The following scenarios are based on the Town's requirements and our experience working with numerous organizations nationwide. As is the nature of our software, services, and support offerings, the following options are scalable and may be configured by the Town to the specific needs and requirements of your organization for a Work Order and Asset Management System.

Please note that whilst TMA is capable of providing the following services, these services are not included in our Cost Proposal. A dialogue and additional information are required to provide a scope for these specific services as described in TLP's *SCOPE OF WORK (PHASE I)*:

- **Data Integration:** *If applicable, determine precise data integration details, coordinate with department staff and Town vendors to identify configuration requirements for third-party system integration, create and configure data system interfaces.*
- **System Implementation:**
 - d) *Create custom reports*

All other services described in TLP's *SCOPE OF WORK (PHASE I)* are included in our Cost Proposal.

WebTMA AS A SUBSCRIPTION SERVICE (SaaS)

WebTMA	1	WebTMA - 4 Concurrent User System	\$6,235.00
Additional Modules			
• Executive Dashboard	1	Executive Dashboard Module	\$2,050.00
• mobileTMA GO	3	mobileTMA GO Interface - Per 5 Named User Bundle	\$2,265.00
• Service Request	1	Service Request Module	\$755.00
Annual Subtotal - WebTMA SaaS Software			\$11,305.00

PROFESSIONAL SERVICES

Remote Consulting Services	10	Allocation of service days finalized upon review with client. Remote service days at \$1,500/day. The following allocation has been estimated.	\$15,000.00
		3 - day(s) of Implementation Services	
		4 - day(s) of Data Import/Conversion Services	
		1 - day(s) of Custom Documentation	
		2 - day(s) of Consulting Services	
Additional Services			
• Remote Training	3	Day(s) of Training Services	\$4,500.00

Summary

We appreciate your consideration of WebTMA to assist Town of Lake Park in meeting your Work Order and Asset Management System's needs.

We recognize that the need to operate and manage your organization with knowledge, insight, and confidence has never been greater. WebTMA is a state-of-the-art application that will help you achieve these goals by providing you with the ability to accumulate more accurate and relevant data. This integrated, timely, and trustworthy information can lead to better decision-making based on real-time feedback from your clients and staff. We are confident that this powerful tool will enable your organization to operate at the highest level possible.

We appreciate the opportunity to demonstrate our capabilities to Town of Lake Park. Our proposal presents both the basic modules commonly utilized by our clients, based upon your needs, plus a variety of additional modules that might be of value to your organization. In addition, we would like to point out that WebTMA is one of the most technologically advanced products available with unmatched speed and a high level of security.

We believe the proposed solution will not only meet but will exceed your current requirements. In addition, TMA is a partner that can successfully implement WebTMA and provide ongoing technical support in a world-class manner. We believe the solution outlined in this proposal will allow you to meet your objectives and provide outstanding value to Town of Lake Park for many years to come.

If selected as your partner, this project will be given our highest priority and attention. Once again, thank you for the opportunity to present our company and solution. If I can be of assistance in any way, please feel free to contact me at your convenience. I can be reached by phone at 800.862.1130 ext. 681 or by email at john.burke@tmasystems.com.

Sincerely,



John Burke
Senior Account Executive
TMA Systems

EVALUATION COMMITTEE MEETING - December 14, 2021 - 1 PM - Town Hall Commission Chambers

PROPOSAL SCORE TABLE - RFQ #106-2021 - refer to pages 9, 10 and 11 of the RFQ document for additional information on submission requirements	Beehive Industries	TMA Systems	Novo Solutions	MAAS	HiperWeb
submitted required forms (drug free workplace; public entity crimes; proposal form) - **insurance limits required prior to contract execution	Yes or No	Yes or No	Yes or No	Yes or No	Yes or No
Experience of Firm In developing/implementing similar systems -Total of 20 points					
Firm Qualifications/Experience with similar projects (10 points)					
Experience working with government agencies (10 points)					
Staff Competency & Schedule - Total of 20 points					
Commitment and availability of qualified personnel for successful system development and implementation (20 points)					
Reputation and References - Total of 10 points					
References provided, as it relates to productivity, effectiveness, and timely and successful completion of work (10 points)					
Proposal's Content and Compliance with Scope of Services/Work - 20 points					
Richness of features, content, user interface, ease of use, level of customization, versatility of proposed application(s) software (20 points)					
Amount of Bid/Contract Price - Total of 30 points					
Itemized, all-inclusive, competitive pricing, when comparing other responses to this ITB (30 points)					

TOTAL

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EVALUATION COMMITTEE MEETING - December 14, 2021 - 1 PM - Town Hall Commission Chambers

PROPOSAL SCORE TABLE - RFQ #106-2021 - refer to pages 9, 10 and 11 of the RFQ document for additional information on submission requirements	WebDPW	Colliers Engineering & Design
<i>submitted required forms (drug free workplace; public entity crimes; proposal form) - **insurance limits required prior to contract execution</i>	Yes or No	Yes or No
Experience of Firm in developing/implementing similar systems - Total of 20 points		
Firm Qualifications/Experience with similar projects (10 points)		
Experience working with government agencies (10 points)		
Staff Competency & Schedule - Total of 20 points		
Commitment and availability of qualified personnel for successful system development and implementation (20 points)		
Reputation and References - Total of 10 points		
References provided, as it relates to productivity, effectiveness, and timely and successful completion of work (10 points)		
Proposal's Content and Compliance with Scope of Services/Work - 20 points		
Richness of features, content, user interface, ease of use, level of customization, versatility of proposed application(s) software (20 points)		
Amount of Bid/Contract Price - Total of 30 points		
Itemized, all-inclusive, competitive pricing, when comparing other responses to this ITB (30 points)		

TOTAL

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Public Works
Department

January 24, 2022

NOTICE OF INTENT TO AWARD

ITB 106-2021 – Work Order and Asset Management System

To All Interested Parties,

Thank you for submitting your response to ITB 106-2021, Lake Park Work Order and Management System, dated September 27, 2021. The Town received seven (7) responses total, with six (6) submittals being completely responsive and responsible bids.

Upon review, the following bidders were found to have submitted **fully responsive bids**:

1. Beehive Industries
2. TMA Systems
3. Novo Solutions
4. MASS (Manufacturing Automation & Software Systems, Inc) Group
5. Hiper Web (PSD Software)
6. Colliers Engineering & Design

The following bidders' submittals were **not** fully responsive:

1. WebDPW

Attached to this notice is a complete bid tabulation, with a responsiveness checklist for each bid received. Of the six (6) responsive bids received, the highest scoring bid, based on the rated criteria, was from the firm of TMA Systems. Accordingly, we announce our intent to award a contract to:

TMA Systems

1876 Utica Square, third floor
Tulsa, Oklahoma 74114

Award will be made at a Commission Meeting in March 2022, in expectation of a summer 2022 system implementation date. We would like to thank each vendor for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the Town of Lake Park.

Sincerely,

ROBERTO F. TRAVIESO, MPA
Public Works Director

ATTACHED – Bid Tabulation for ITB 106-2021
ATTACHED – Responsiveness checklist for each bidder

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov