



Notice of Intent to Award a Sole Source Procurement

Subject: Purchase of Annual Support & Maintenance for Paynet Exchange

Document Number: NTS-20-004-MC

Date: January 14, 2020

Written Response Due: January 21, 2020

Time: 2:00 PM EST

E-mail Address: bids@citynmb.com

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of North Miami Beach, Florida intends to negotiate a Sole Source procurement:

Request Department/Office: Information Technology

Product and/or services to be purchased: Annual support and maintenance for paynet exchange support

Anticipated Cost: \$3,141.79

Sole Source Justification: FIS AvantGard LLC is the manufacturer of the software paynet exchange and must support and offer maintenance.

Active to be Taken: Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Chief Procurement Officer & sourcing Buyer II not to compete this proposed action based on the responses to this notice is solely within the discretion of the Chief Procurement Officer.

All responses must be in writing and returned to ATTN: City of North Miami Beach, 17011 NE 19th Ave., Suite 315, North Miami Beach, FL 33162 by: e-mail to bids@citynmb.com. Note the number of the Sole Source Information inquiry on documentation.



SOLE SOURCE REQUEST FORM

PROCUREMENT MANAGEMENT DIVISION

TO: Esmond Scott
City Manager

VIA: Donna Rockfeld, CPPB
Chief Procurement Officer

FROM: _____

DATE: _____

RE: _____

Annual Expenditure not to Exceed: \$ _____ Vendor # _____

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by State law: a. Sole source purchases. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.

Sole Source Justification: 3-4.8 Sole Source Purchasing. Department heads may recommend purchase of a part, commodity, or service from a sole source supplier after a reasonable search has been made to find other suppliers. The recommendation shall include a written justification documenting the potential vendors contacted, and the results. The Purchasing Agent shall either confirm the lack of additional suppliers or inform the Department of potential suppliers.

[Empty rectangular box for justification text]

Approved Date
Donna Rockfeld, CPPB, Chief Procurement Officer (Up to \$25,000)
Esmond Scott, City Manager (Up to \$50,000)

Purchases exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review.



PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: Esmond Scott
City Manager

VIA: Donna Rockfeld, CPPB
Chief Procurement Officer

FROM: _____
Name

Title/Department

DATE: _____

RE: _____

Fiscal Amount not to Exceed: \$ _____ **Vendor #** _____

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):



FIS AvantGard LLC
 601 Riverside Avenue
 Jacksonville FL 32204
 US

Invoice Date: 23/Oct/19
 Invoice #: 5900137543
 Customer #: 2323812
 Due Date: 22/Nov/19
 PO#

CITY OF NORTH MIAMI BEACH
 IT DEPT
 17011 NE 19th Ave # 304
 NORTH MIAMI BEACH FL 33162-3111
 USA

All amounts shown are in USD

Description	Price Increase	Quantity	Unit Price	Discount	Extended Price	Sales Tax/VAT	Tax/VAT%	Total	Tax Loc
18/Nov/19 to 17/Nov/20		Oct	1		2521.00	0.00	0.000%	2521.00	
PAYNET EXCHANGE SUPPORT FEES									
6103020 - Secyre32BE, Annual Support									
18/Nov/19 to 17/Nov/20		Oct	1		620.79	0.00	0.000%	620.79	
PAYNET EXCHANGE SUPPORT FEES									
7400110 - SDDW 32, Annual Support									
Sub-Total					3141.79	0.00		3141.79	
Tax Summary								Invoice Sub-Total	3141.79
Tax Location								Total Tax	0.00
								Invoice Total	3141.79

Messages

If you have any questions regarding this invoice, please contact our
 Billing Client Services Team FISBilling@FISglobal.com



Invoice Date: 23/Oct/19
Invoice #: 5900137543
Customer #: 2323812

*****Please Detach and Return with Check Payment*****

Wire Payments:
Bank of America
Account #: 8188010120
ABA ACH #: 071000039
ABA Wire #: 026009593
SWIFT Code: BOFAUS3N

Check Payments:
FIS AvantGard LLC
Attn: Payment Processing Center
P.O. Box 5807
Carol Stream, IL 60197-5807

Customer Name: CITY OF NORTH MIAMI
BEACH
Customer Number: 2323812
Invoice Number: 5900137543
Invoice Date: 23/Oct/19
Currency: USD
Amount Due: 3141.79
Amount Enclosed: _____

FIS AVANTGARD LLC f/k/a
SunGard AvantGard

SOFTWARE SUPPORT SERVICES AGREEMENT

Between
FIS AvantGard LLC f/k/a
SunGard AvantGard
701 San Marco Blvd. Ste.1100
Jacksonville, Florida 32207
And
City of North Miami Beach

Rev.11/2015

City of North Miami Beach
Information Technologies Division
17011 NE 19th Avenue Ste. #304
North Miami Beach, FL 33162-3111

Contact: Gil Sosa
Phone: 305-948-2975
Fax:
Email: Gil.sosa@citynmb.com
P.O. #:

Ship to address:

Contact: Maria Perez
Phone:
Fax:
Email: Maria.perez@citynmb.com

The Customer agrees to pay the following charges for software support services via telephone and email for FIS AvantGard LLC ("AvantGard[®]") software (the "Covered Products"), as described below, in accordance with the terms set forth in this Agreement.

Covered Product(s)	Serial Number	Annual Support Fee	Coverage Period Start	Coverage Period End	Basic Period of Support
Secure32 BE	01900000172	2480.08	11/18/18	11/17/19	Monday – Friday 8 a.m. –5 p.m. ET
SDDW 32	32100058	610.71	11/18/18	11/17/19	Monday – Friday 8 a.m. – 5 p.m. ET Monday – Friday 8 a.m. –5 p.m. ET

- Software Support Services beyond the initial 90-day software warranty period will be provided to the Customer for one (1) year from the expiration date of the warranty period, and such services shall automatically renew on an annual basis thereafter unless either party provides a written notice of termination to the other no less than thirty (30) days prior to the renewal date. AvantGard may increase the fees hereunder on an annual basis with written notice to Customer no less than sixty (60) days prior to the renewal date, provided that such price increase may not exceed the prior year's published Consumer Price Index - All Items, All Urban Consumers (CPI-U).
- Annual Support Fees are invoiced in advance. **Payment terms are Net 30 Days from receipt of invoice.** AvantGard reserves the right to suspend services indefinitely for non-payment, (or until payment is received) or of any undisputed past due amounts under terms of this Agreement.
- Charges set forth in this Agreement entitle the Customer to unlimited support services (one-hour response time) via telephone and email, including notification of updates, for the Covered Products (excluding network and environmental issues) at no additional charge. **AvantGard Tech Support can be reached via telephone at (800) 829-1521 or via email at Secure32@sungard.com.**
- All other services are covered by separate agreement (on-site training, additional manuals, custom software development, etc.)
- U. S. Federal holidays observed by AvantGard are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, and Christmas Day.
- This Agreement is subject to the AvantGard General Support Terms and Conditions attached hereto and incorporated by reference as a part hereof. All prices expressed in United States dollars.

A signed contract must be received prior to invoicing except for auto renewals

PLEASE Email THIS SIGNED AGREEMENT TO casey.stubbs@fisglobal.com

If you have questions regarding this agreement, please call (904) 208-2607

The undersigned is a duly authorized representative with authorization to execute this Agreement on behalf of Customer.



Customer Signature



Date

***** THIS SECTION FOR AVANTGARD USE ONLY *****

Accepted by SunGard AvantGard LLC:

AvantGard Contract Administrator

Date

GENERAL SUPPORT TERMS AND CONDITIONS

Scope of Software Support Services

In exchange for payment in advance of the Annual Support Fee for the Covered Product(s) as defined herein, AvantGard agrees to provide the following Support Services:

- (a) Telephone assistance to the Customer during the Basic Period of Support, from AvantGard's designated office location, during AvantGard's regular business days excluding U. S. Federal holidays as defined herein. This telephone assistance will consist of AvantGard's technical support staff using its best efforts to provide:
(i) Explanation of functions and features of the Covered Product(s); (ii) clarification of documentation pertaining to the Covered Product(s); (iii) guidance in the operation of the Covered Product(s); and (iv) error analysis and correction, to the extent that such correction can be made by telephone or email instructions.
(b) User assistance under terms of this agreement is not to be used primarily for user educational purposes. If AvantGard reasonably determines that assistance is being used for the primary purpose of educating new user personnel, AvantGard reserves the right to require Customer to purchase educational services at AvantGard's then current standard charges.
(c) AvantGard, from time to time and at its sole discretion, shall notify Customer of updated versions of the Covered Product(s) that incorporate periodic corrections and improvements made to the Covered Product(s). AvantGard may require Customer to install an updated version of the Covered Product as a step in resolving certain error conditions or operational anomalies.

Confidential Information

- (a) For purposes of this Agreement, or as required by law Confidential Information shall mean Customer Information as well as proprietary information relating to the business, operations, methodologies, technologies, personnel, customers, vendors, financial condition or procedures of a party that is not generally known to the public and that, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary Customer Information means the nonpublic personal information (as defined in 15 U.S.C. § 6809(4) as amended) of Customer (and/or Customer's affiliated or subsidiary companies) or of its employees, agents, and vendors received by AvantGard in connection with the performance of its obligations under the Agreement, including, but not limited to (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with Customer and/or its parent, affiliated or subsidiary companies, or (iii) an individual's account information including demographic, financial and transaction information.
(b) Except as otherwise provided in this Agreement, without the prior written consent of the other party, neither party shall disclose Confidential Information of the other party received in connection with the performance of the Support Services. The recipient shall use the same degree of care that it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. Neither party shall have any obligation under this Agreement with respect to any information that (1) is, at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the recipient in violation of this Agreement, (2) is subsequently learned from a third party that, to the knowledge of the recipient, is not under an obligation of confidentiality to the disclosing party, (3) was known to the recipient at the time of disclosure, (4) is developed independently by the recipient without reference to or use of the Confidential Information of the disclosing party, or (5) is disclosed pursuant to applicable law, regulation, subpoena, other legal process, or in connection with the enforcement of the recipient's rights under this Agreement.
(c) AvantGard agrees that any dissemination of Customer Information within AvantGard's own business entities shall be solely on a "need to know" basis for the sole purpose of the performance of AvantGard's obligations hereunder. Customer Information may only be used as necessary to perform AvantGard's obligations under this Agreement. AvantGard and its employees shall not disclose Customer Information to any third party, including an affiliate of AvantGard or a permitted subcontractor, without prior written consent of Customer and the written agreement of such third party to be bound by the terms of this Section.
(d) To the extent that information obtained from the Customer is Protected Health Information pursuant to the Health Insurance Portability and Accountability Act (as amended from time to time, "HIPAA"), this Agreement shall be deemed to incorporate all terms that HIPAA requires to be included in a business associate contract relating to such information. Specifically, AvantGard acknowledges its responsibility to report to the Customer any unauthorized disclosures of Protected Health Information of which AvantGard becomes aware.
(e) Notwithstanding anything contained herein to the contrary, AvantGard may transmit information to the Customer or its representatives by e-mail, over the Internet. Until the Customer specifically instructs AvantGard in writing not to transmit information in such manner, any breach of confidentiality that occurs thereby shall not be deemed a breach of AvantGard's obligations under this Section.
(f) Not later than thirty (30) days following termination of this Agreement, AvantGard shall at Customer's direction either (i) return all Confidential Information to Customer or (ii) certify in writing to Customer that such Confidential Information has been destroyed.

Warranty-

AvantGard warrants that the Support Services will be provided in a professional and workmanlike manner consistent with highest industry standards. Except for this limited warranty, all Support Services provided under this Agreement are provided "AS IS" and without warranty. AvantGard disclaims and excludes all other warranties, whether express, implied, or statutory, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability-

IN NO EVENT SHALL AVANTGARD BE LIABLE FOR ANY DIRECT DAMAGE RELATED TO THE SUPPORT SERVICES PROVIDED BY AVANTGARD UNDER THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW THAT EXCEED THE ANNUAL FEES PAID BY THE CUSTOMER FOR SUCH SERVICES TO THE FULL EXTENT PERMITTED BY LAW. IN NO EVENT SHALL AVANTGARD BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF AVANTGARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the commonwealth of Pennsylvania without giving effect to the principles thereof relating to conflicts of law.

The City/Customer is a political subdivision organized and existing under the laws of Florida and as such does not waive Home Venue Privilege.

Approved as to legal sufficiency for the City of North Miami Beach:

[Signature]
City Attorney

11/8/18
Date