



OFFICE OF THE TOWN CLERK

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399  
PHONE: 954.797.1023 • FAX: 954.797.1087 • WWW.DAVIE-FL.GOV

## Town Council Agenda Report

**TO:** Mayor and Councilmembers

**FROM:** Russell C. Muniz, MBA, CMC,  
Acting Assistant Town Administrator

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town-Wide

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH R&S INTEGRATED PRODUCTS AND SERVICES, INC. FOR THE CREATION OF AN AGENDA AUTOMATION WORKFLOW SOFTWARE SOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** Town of Davie RFP # B-06-18 was responded to by R&S Integrated Products and Services, Inc. on January 31, 2006 and their selection was approved by Council on March 29, 2006. This resolution authorizes the execution of the contract. The contract has been reviewed by the Town Attorney and his recommended changes have been incorporated.

**PREVIOUS ACTIONS:** R-2006-085 approved by Town Council on March 29, 2006

**CONCURRENCES:** N/A

**FISCAL IMPACT:** \$25,910 plus \$2,795 per year for maintenance (3 years)

**RECOMMENDATION(S):** Motion to approve the resolution.

**ATTACHMENT(S):** Resolution, Contract

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH R&S INTEGRATED PRODUCTS AND SERVICES, INC. FOR THE CREATION OF AN AGENDA AUTOMATION WORKFLOW SOFTWARE SOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the creation of the Town Council agenda is a labor intensive process that requires the coordination of work from every department; and

WHEREAS, in an effort to streamline the process and maximize efficiency the Town Clerk's Office is desirous of installing an agenda automation workflow solution that will facilitate this process town-wide; and

WHEREAS, Town of Davie RFP # B-06-18 was responded to by R&S Integrated Products and Services, Inc. on January 31, 2006; and

WHEREAS, a selection committee comprised of Town employees ranked the proposal from R&S Integrated Products and Services, Inc. first and their selection was approved by the Town Council on March 29, 2006 via resolution R-2006-085.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. The Town of Davie authorizes the Mayor to execute the contract between R&S Integrated Products and Services, Inc. and the Town of Davie.

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

**Agenda Automation Workflow Software  
Project Contract**

BETWEEN the Town of Davie, Florida  
AND R&S Integrated Products and Services, Inc.

THIS CONTRACT is between Town of Davie, whose address is 6591 Orange Drive, Davie, Florida 33314 (hereinafter referred to as (“town”) and R&S Integrated Products and Services, Inc., a Florida corporation, authorized to do business in Florida (hereinafter referred to as “R&S”). In consideration of the mutual terms and promises set forth below, the town and R&S agree as follows:

**1. Services**

R&S’ responsibility under this Contract is to provide an Agenda Automation Workflow Software solution, or AAWS, professional services, and a support and maintenance program, as further stated and described in the town’s RFP document #B-06-18 entitled “Agenda Automation Workflow Software” dated January 4, 2006, and the R&S RFP response dated January 31, 2006, which is hereby made a part of this Contract, as was submitted to the town in response to the town’s RFP #B-06-18. The town’s representative/liasion during the performance of this Contract shall be Russell Muniz, Acting Assistant Town Administrator, Administration Department, 954-797-1023, or designee.

R&S' representative/liasion during the performance of this Contract shall be Robert Porter, President/CEO, telephone number (863) 709-8044, or Deanna Porter, Chief Financial Officer, telephone number (863) 709-8044.

**2. Payments**

R&S will bill the town for software delivered and services rendered toward the completion of the work listed in the above referenced RFP and RFP response at the rates listed in said response. Payments shall be authorized at the completion of each stage of the contract. Invoice shall be submitted to:

Town of Davie  
ATTN: Russell Muniz  
Acting Assistant Town Administrator  
6591 Orange Drive  
Davie, Florida 33314

Invoices received from R&S pursuant to this Contract will be reviewed and approved by the town’s representative, indicating that software and hardware products have been delivered, and/or professional services have been rendered in conformity with the Contract, and then will be sent to the Accounts Payable Department for payment. Invoices will generally be paid within thirty (30) days following the town representative's approval.

Final Invoice: In order for both parties herein to close their books and records, R&S will clearly state "final invoice" on R&S' final/last billing to the town. This certifies that all services have been properly performed and all charges and costs have been invoiced to the town. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by R&S.

### **3. Initial Contract Period and Contract Renewal**

The initial contract period shall begin with the issuance of a purchase order, installation and testing of an AAWS solution, completion of training, and final acceptance of the AAWS solution. AAWS Support and Maintenance will continue for one year from the date of system acceptance or first production use of the system. In addition, the town reserves the right to renew the support contract for additional year periods, under the same terms, conditions and specifications contingent upon mutual agreement and town council approval.

### **4. Access and Audits**

R&S shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at R&S' place of business.

### **5. Truth-In-Negotiation Certificate**

Signature of this Contract by R&S shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged R&S' most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the town determine that the rates and costs were increased due to inaccurate, incomplete or concurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The town shall exercise its rights under this clause within three (3) years following final payment.

### **6. Insurance Requirements**

R&S agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverage and limits, including endorsements described herein. The requirements contained herein, as well as the town's review or acceptance of insurance maintained by Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non- Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability: Worker's Compensation Insurance to apply for all employees in compliance with the Worker's Compensation Insurance law of the State of Florida and all applicable Federal laws. Such policy must include Employer's Liability insurance in the amount of \$1,000,000.00 for each accident, \$500,000.00 disease (policy limit), and \$100,000.00 disease (each employee).

## **7. Patents and Royalties:**

R&S, without exception, shall indemnify and save harmless the town and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture or lot and any article used in the performance of the contract, including its use by the town. If R&S uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed, and understood without exception that the proposal prices shall include all royalties or cost arising from the use of each design, device or materials in any way involved in the work.

## **8. Contract Continuity/Transitional Period:**

In the event the services are scheduled to end either by contract expiration or by termination by the town (at the town's discretion), it shall be incumbent upon R&S to continue the service, if requested by the town, until new services can be completely operational. At no time shall this transitional period extend more than ninety (90) days beyond the expiration date of the existing contract. R&S will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the town.

## **9. Contracts Overlapping Fiscal Years:**

When a contract's terms extends beyond the fiscal year in which the contract commences, the town will issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

## **10. Termination For Cause**

If, through any cause, R&S shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if R&S shall violate any of the provisions of this Contract, the town may, upon a three (3) day written notice to R&S, immediately terminate the right of R&S to proceed under this Contract or with such part or parts of the Contract as to which there has been default, and may hold R&S liable for any damages caused to the town by reason of such default and termination. In the event of such termination, any completed services performed by R&S under this Contract shall, at the option of the

town, become the town's property and R&S shall be entitled to receive equitable compensation for any work completed to the satisfaction of the town, less any amounts which the town reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by R&S. R&S, however, shall not thereby be relieved of liability to the town for damages sustained by the town by reason of any breach of the Contract by R&S, and the town may withhold any payments to R&S for the purpose of set off until such time as the amount of damages can be determined. R&S shall not be held liable for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the town from terminating this Contract because of such delay. In no event shall the town pay for profit or overhead on work not performed.

#### **11. Termination For Convenience**

This Contract may be terminated by the town without cause upon thirty (30) day written notice to R&S. In the event of such a termination without cause, R&S shall be compensated for all services, together with reimbursable expenses incurred. In such event, R&S shall promptly submit to the town its invoice for final payment and reimbursement under the terms of this Contract.

#### **12. Indemnification**

R&S shall indemnify and save harmless and defend the town, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of R&S, its agents, servants, or employees in the performance of services under this Contract.

R&S further agrees to indemnify, save harmless and defend the town, its agents, servants and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of R&S not included in the paragraph above and for which the town, its agents, servants or employees are alleged to be liable.

#### **13. Independent Contractor**

R&S is an independent contractor under this Contract. Personal services provided by R&S shall be by employees of R&S and subject to supervision by R&S, and are not officers, employees, or agents of the town. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of R&S.

#### **14. Authority to Practice**

R&S hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the town's representative upon request.

## **15. Severability**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **16. Governing Law/Jurisdiction/Venue**

The Contract shall be construed in accordance with and governed by the law of the State of Florida. The parties agree to Jurisdiction for any action arising out of or relating to this Contract in any Florida state or federal court. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida.

## **17. Successors and Assigns**

The town and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. R&S shall not assign this Contract without written consent of the town.

## **18. Conflict of Interest**

R&S represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. R&S further represents that no person having any interest shall be employed for said performance.

R&S shall promptly notify the town's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstances, which may influence or appear to influence R&S' judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that R&S may undertake and request an opinion of the town as to whether the association, interest or circumstance would, in the opinion of the town, constitute a conflict of interest if entered into by R&S. The town agrees to notify R&S of its opinion by certified mail within thirty (30) days of receipt of notification by R&S. If, in the opinion of the town, the prospective business association, interest or circumstance would not constitute a conflict of interest by R&S, the town shall so state in the notification and R&S shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the town by R&S under the terms of this Contract. Conversely, if, in the opinion of the Town the prospective business association, interest, or circumstance would constitute a conflict of interest by R&S, R&S, shall not enter into said association, interest, or circumstance.

## **19. Contingent Fees**

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

## **20. Nondiscrimination**

R&S warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **21. Public Entity Crimes**

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, R&S certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

## **22. Modifications of Work**

The town reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by R&S of the town's notification of a contemplated change, R&S shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the town of any estimated change in the complete date, and (3) advise the town if the contemplated change shall effect R&S' ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Services that may occur.

If the town so instructs in writing, R&S shall suspend work on that portion of the Scope of Services affected by a contemplated change, pending the town's decision to proceed with the change.

If the town elects to make the change, the town shall initiate a Contract Amendment and R&S shall not commence work on any such change until such written amendment is executed by the parties hereto with the same formality as the original.

## **23. Notice**

All written notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the town, shall be mailed to:

Town of Davie  
ATTN: Russell Muniz  
Acting Assistant Town Administrator  
6591 Orange Drive  
Davie, Florida 33314

and if sent to R&S Integrated, shall be mailed to:

R&S Integrated Products and Services, Inc.  
Attn: Deanna Porter  
Address: 3816 Industry Blvd.  
Lakeland, Florida 33811

**24. Entirety of Contract**

The town and R&S agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as the original.

IN WITNESS WHEREOF, the Town of Davie enters this Contract in accordance with and as authorized by

\_\_\_\_\_ action on \_\_\_\_\_, 2006.

\_\_\_\_\_  
Signature – Town of Davie  
Tom Truex  
Mayor

\_\_\_\_\_  
Signature – R&S Integrated  
Robert E. Porter  
President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Town of Davie  
Russell Muniz  
Acting Assistant Town Administrator

\_\_\_\_\_  
Date

\* \* \* \* \*

THIS PAGE  
INTENTIONALLY  
LEFT BLANK

\* \* \* \* \*