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ADDENDUM No. 11

DATE: November 4, 2013
TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: ERP Implementation, Integration and Related Services
RFP No. 882

NEW PROPOSAL DUE DATE: November 26, 2013 (the time remains the same as stated in the RFP).

This addendum becomes a part of the subject RFP No. 882.

- A. The revised proposal due date is November 26, 2013 (the time remains the same as stated in the RFP).
- B. Part D of Addendum No. 10 is hereby deleted in its entirety and replaced by the following:

“All references to the department of Public Housing and Community Development (PHCD) in Part D of Addendum No. 6 only are deleted in its entirety. References to Water & Sewer/Aviation in Part D of Addendum No. 6 remain the same. In addition, references of PHCD in other parts of Addendum 6 stay, e.g. Part A (Budget/Hyperion requirements) and Part F, (Questions with County Responses)”.



C. The following is a question posed to County pertaining to this RFP:

Q1. In response to question 1 and answer 1 provided in addendum 10, we are hoping to get some additional clarification on the module scope of the project.

Does Miami-Dade County expect to implement the following modules below within the RFP project timeline, in addition to the core modules (modules included in the functional and technical requirements)?

PeopleSoft Financials - Billing, eBill Payment, Expenses, Contracts, eSettlements, Inventory, Strategic Sourcing, Program Management, and Enterprise Supplier Contract Management, PeopleSoft HCM – TAM/Candidate Gateway, Time and Labor, Absence Management, Base Benefits, eBenefits, Benefits Administration, Performance Management, and Succession Management, PeopleSoft HUB (Portal), and Business Analytics and Dashboard Reporting

A1. To be clear, for those modules listed in Attachment B, ERP Computer Software Product Licenses, for which the Proposer does not see related requirements in Attachment 1 to Proposer Information Document, along with requirements listed in Section 2.0 Scope of Services, the County expects the Proposer to implement best practices as explained in Section 2.5, “Functional and Technical Requirements”.

All of the above is to be implemented within the timeframe as noted in Section 2.4, “Implementation Approach”.

Please change reference to “Attachment 1” in first sentence of Section 2.5 to read “Attachment B”.

D. The following is added to requirements of the RFP:

The Contractor shall furnish a performance/payment Bond (or Letter of Credit “LOC”) for \$_____ (the total value of the Contract) at its own expense. The performance/payment Bond/LOC shall remain in effect from Notice to Proceed until acceptance of Work. Upon the written approval by the County the bond amount can be decreased by 25% at one year intervals beginning one year after the Notice to Proceed date. The Performance Bond/LOC shall be accessible such that the County may, at its convenience, withdraw funds from the Bond/LOC in the event the Contractor fails to execute its performance obligations in a timely manner. The County reserves the right to request any and all other such assurances.

Please see attached copy of additional performance bond language and a copy of the form of Performance/Payment Bond.

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E. The amount of liquidated damages as stated in Article 43 of the form of agreement will be addressed during negotiations.

All other information remains the same.

Miami-Dade County

Andrew Zawoyski, CPPD
Contracting Officer

cc: Clerk of the Board
Daniel Frastai, Assistant County Attorney

CONTRACT SECURITY

The Contractor agrees to execute and deliver simultaneously with the executed Contract, a Contractor's Performance and Payment Bond (**and Maintenance Performance and Payment Bond if called for in the Contract Documents**) prepared on the applicable bond form(s) attached hereto. The Bond(s), in the amount of 100% of the Contract amount (unless otherwise specified in the Contract Documents) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best's Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

On bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,
 2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "**Surety Companies Acceptable on Federal Bonds**", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
 - C. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the completion of the same free from all liens and within the time limit herein specified; the said Bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.



MIAMI-DADE COUNTY, FLORIDA PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____ As Principal, and _____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligor), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of \$ _____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for _____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____ day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligor herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.
2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.
3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.
4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

Two Witnesses

Signature of Individual



WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

Signature of Individual

Two Witnesses

Printed Name of Individual



WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

Printed Name of One Partner

Two Witnesses

Signature of One Partner



WHEN PRINCIPAL IS A CORPORATION:

Secretary

Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President



Attest:

Corporate Surety

Countersigned: _____
Business Address

Florida Resident Agent By: _____
Corporate Seal

