

1. Requested Motion:

Meeting Date: December 6, 2010

Award of Contract for Technical Support Services RFP-10-01-AD to Softrim Corporation in the estimated annual amount of \$116,840.

Why the action is necessary:

Council approval required.

What the action accomplishes:

This action approves the Technical Support Services.

2. Agenda:

- Consent
- Administrative

3. Requirement/Purpose:

- Resolution
- Ordinance
- Other

4. Submitter of Information:

- Council
- Town Staff
- Town Attorney

5. Background:

The Town's contract for technical support services expired March 28, 2010 and was renewed on a month-to-month basis. Staff prepared RFP 10-01-AD with changes to the current contract scope including assessing and improving the audio/visual support system. Seven (7) vendors submitted proposals, and three (3) vendors were invited to present their proposals and answer specific questions.

The Selection Advisory Committee, comprised of the Finance Director, Public Works Director, Cultural Resources Director, Town Clerk, and Contracts Manager unanimously selected Softrim Corporation as the top ranked firm. On October 4, Town Council authorized staff to begin negotiations with Softrim Corporation.

Staff began negotiations with Softrim Corporation and successfully negotiated a contract that provides additional services, within budget. The proposed contract term is for one-year, with the option for three (3) additional one-year renewals.

The Town's IT budget for FY2011 is \$120,000.00 and includes equipment and service costs for IT.

Attached for additional information are: (A) Memo of Recommendation, and (B) Professional Services Agreement with Softrim Corporation.

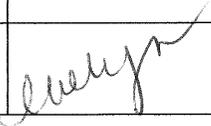
6. Alternative Action:

Begin negotiations with the second ranked firm.

7. Management Recommendations:

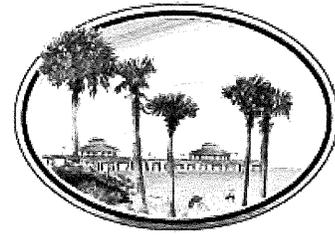
Approve proposed contract.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

- Approved
- Denied
- Deferred
- Other



MEMORANDUM

TO: Terry Stewart, Town Manager

FROM: Evelyn Wicks, Finance Director *E. Wicks*

DATE: November 23, 2010

SUBJECT: IT Technical Support Services Contract

The Town's current contract with Platinum Coast Technology, Inc. for technical support services expired March 28, 2010 and was renewed on a month-to-month basis. Staff prepared and issued RFP 10-01-AD with changes to the current contract scope including assessing and improving the audio/visual support system. On July 27, 2010, seven (7) vendors; Softrim Corporation, ACME Computer Services, Inc., CRS Technology Consultants, SWFL Tech Group, Platinum Coast Technology, Inc., Millennium Technology group, LLC, and Zebis, Inc. submitted proposals. Three (3) vendors were invited to present their proposals and answer specific questions. The Selection Advisory Committee, (SAC) met to evaluate the proposals and unanimously selected Softrim Corporation as the top ranked firm.

Softrim is ranked the top provider for the following reasons; their proposal was thorough, comprehensive, and responded to the RFP exactly as required, when questions were given and an invitation to present was extended, they provided a comprehensive written response several days prior to the presentation for review, and reference checks revealed that Softrim's work follows the same principles as their highly professional proposal: complete, methodical, thorough, accurate, and professional.

On October 4, Town Council authorized staff to begin negotiations with Softrim Corporation. Staff conducted negotiations with Softrim Corporation and successfully negotiated a contract that provides additional services, within budget. The proposed contract term is for one-year, with the option for three (3) additional one-year renewals. The contract total for the initial year is \$116,840, which includes an estimated \$33,000 for equipment to upgrade the servers and infrastructure and strengthen the overall integrity of the network. Also included in the first year are additional hours for an eight week transition. It is anticipated that future renewals will not include these additional charges and the cost to the Town will be \$5,120 per month/\$61,440 annually.

Staff recommends approval of the contract with Softrim Corporation with an anticipated start date of January 1, 2011.

**PROFESSIONAL SERVICES AGREEMENT
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 20____ by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2523 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and Softrim Corporation ("Consultant"), whose address is 9210 Estero Park Commons Blvd., Units 1-6, Estero, FL 33931.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Technical Support for the Town of Fort Myers Beach, #RFP-10-01-AD (the "Project"); and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and hereby incorporated by reference, and as set forth in the Request for Proposal documents associated with Technical Support Services for Town of Fort Myers Beach, #RFP-10-01-AD.

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective.

Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Professional Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof. To the extent that the Town reduces the Scope of Professional Services, the compensation attendant thereupon will be reduced accordingly.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES AND CERTIFICATIONS: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses and certifications required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses and certifications throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

(1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all

services it provides hereunder. Such personnel shall have all license(s), certificate(s) and other legal qualifications to provide such services.

(2) CONSULTANT'S PROJECT DIRECTOR: The Consultant agrees to employ and designate, in writing to Town, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised or added.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub-consultant(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub-consultant(s) engaged by the Consultant.

(2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub-consultant(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub-consultants engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub-consultants engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising solely from any error, omission, and/or negligence of the Town, its employees, agents, or representatives. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees and Sub-consultant(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub-consultants. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses, including but not limited to the Town's administrative time and/or legal costs.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid by the Town to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and hereby incorporated by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate,

complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Professional Services which is attached to this Agreement as EXHIBIT "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant as to the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Professional Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA: Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and hereby incorporated by reference.

(2) TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL: At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and hereby incorporated by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

(1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub-consultant(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) **NOT-TO-EXCEED FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-consultant costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) **MONTHLY STATEMENTS:** The Consultant shall submit not more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the

Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object to the amount or content of any Consultant's invoice statement, the Town shall notify the Consultant of such objection within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE:

If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub-Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement as set forth in EXHIBIT "C", entitled "Schedule of Performance", which is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub-consultant(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub-consultant(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise required by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT

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

ARTICLE 7.00 - CONFLICT OF INTEREST

The Consultant 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 of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance at any time hereunder.

If Consultant, for itself and on behalf of its Sub-consultants, is to represent another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing prior to engaging in such other work. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub-consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub-consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub-consultant under this Agreement, then the Consultant or such Sub-consultant agrees to promptly terminate such representation and shall be solely responsible for the consequences, if any, of such termination. Consultant shall require each of such Sub-consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

Consultant shall place the public's welfare above all other interests and recognize that the chief function of government is to serve the best interest of all the people; demonstrate integrity, honesty, and fairness in all transactions and constantly strive for excellence in all matters of ethical conduct; recognize the continuing need for developing improved safety; maintain professional competence in all areas of employment responsibility and encourage the same for all associates at all levels; follow all Town and statutory ethical laws, procedures, and standards, including disclosure of conflicts of interest; and accept no personal favors for public service rendered and conscientiously avoid all circumstances that could compromise professional integrity.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not sub-consult any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub-consultants to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub-consultant(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS."

ARTICLE 9.00 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government to the extent of such regulation.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida.

The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorneys fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub-consultants.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the

Town. To the extent permitted by law, the Town shall retain all such records as confidential.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar day written notice, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, software, hardware, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s), executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, Request for Proposal RFP-10-01-AD, Addenda 1 & 2 issued by the Town, Consultants Proposal Submittal, and written response to Questions and

Clarifications, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated _____, 20__.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated _____, 20__.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated _____, 20__.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s)", dated _____, 20__.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated _____, 20__.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated _____, 20__.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated _____, 20__.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated _____, 20__.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated _____, 20__.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated _____, 20__.

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, Florida 33931.

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

SOFTRIM COMPUTER
 (Consultant's Business Name)

9210 ESTERO PARK COMMONS BLVD, #5
 (Street/ P.O. Box)

ESTERO FL 33928
 (City) (State) (Zip Code)

Telephone Number: (239) 449-4444

Fax Number: (239) 449-4445

ATTENTION: GUILCHARN DANG.
 Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

ATTEST:

By: _____
Larry Kiker, Mayor

By: _____
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Fowler, White, Boggs

PROVIDER: Softrim Corporation
Printed name of organization

BY: 
Signature

Gurcharn S. Dang
Printed name of person signing

President
Title (printed)


Witness Signature

BENJAMIN MICHAEL PARKES JR
Printed name of Witness

**EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The Consultant shall provide and perform the following professional services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this PROFESSIONAL SERVICES AGREEMENT:

The scope of technical support services required encompasses onsite and remote support for the Town's IT resources to enable Town staff members to provide effective service and governance for residents, property owners, businesses, visitors, and other government partners. The Town's core hours of operation are Monday through Friday, 8:30 AM to 4:30 PM, except on holidays officially recognized by the Town. Approximately 30 Town staff members use computers to perform daily operations, with an additional 5 staff who use computers infrequently. The Town requires onsite support for 4, 6, or 8 hours per business day; additional on-call support as required; and remote server monitoring and support. Both the Town and the Consultant will designate primary points of contact (POC) for communicating routine information and escalating issues.

Technical support services consist of the following categories:

1. Server Management
2. Service Desk Support
3. Network and Telecommunications Support
4. Audio Visual Support
5. Professionalism

This Agreement shall have an initial term of one (1) year commencing on the date of the Notice to Proceed. Thereafter, the Town shall have the option to renew this agreement for up to three (3) additional one (1) year terms on the same terms and conditions. This Agreement may be terminated by the Town for its convenience upon thirty (30) days' written notice to the Consultant.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

Server Management includes the overall management and operation of the Town's servers. Consultant will proactively monitor system availability and performance, maintain servers, and promptly initiate corrective actions that result in a reliable, available and accessible operational environment. Support required includes, but is not limited to, the following activities:

- a. Proactively monitor server performance;
- b. Perform server support;
- c. Perform security administration for servers and distributed systems, including firewall, anti-virus, spam filter, web filter, and spyware configurations;
- d. Review and describe additional types of system security your organization can provide that may benefit the Town;
- e. Perform operating system and system software maintenance, including patch management, upgrades, and installations on a scheduled basis as approved by the Town;
- f. Monitor and ensure effective operations of services for e-mail, file management, and printing;
- g. Analyze server capacity and forecast when upgrades and/or additional resources may be required;

Technical Support Services for Town of Fort Myers Beach

- h. Document and/or maintain documentation for the server environment, system backup, and maintenance procedures;
- i. Evaluate existing backup and restoration procedures, recommend optimizations, and implement Town approved optimizations; and
- j. Oversee system backup and restoration procedures, verify backups are fully executed, test the backup quarterly, and take corrective action to ensure subsequent backups are successful should a backup fail.

Service Desk Support includes providing a single point of contact and accountability for receiving and resolving requests for repair and responding to and executing requests for routine projects received from Town personnel. On average fewer than nine (9) requests are logged per day. The Town also anticipates scheduling special projects, for which scope and cost will be evaluated on a case by case basis.

- Requests for repair typically include: *my screen froze while I was using Excel; I forgot my password; there is a constant echo on my telephone; I can't access a particular website.*
- Requests for routine projects typically include: *install a new application for two employees to test for two months; relocate the PCs at Newton Park to another room while construction is going on; upgrade Office 2003 to Office 2007 for 20 employees during the next month.*

Required Service Desk Support includes, but is not limited to the following activities:

- a. Receive, prioritize, resolve, and complete problem/service repair requests and routine projects;
- b. Document problem/service repair requests using a tracking method made available by the Consultant. The tracking method shall be used by the Consultant and accessible by the Town to record service and project requests, and to document the state of each request. Information to be captured includes at a minimum: date request/project initiated, requestor, priority, status (e.g. completed, in progress, on hold, cancelled), estimated completion date, and obstacles or actions awaiting completion before proceeding;
- c. Create and maintain user accounts;
- d. Maintain printers, faxes, and scanners;
- e. Establish, monitor and maintain network connectivity;
- f. Establish, monitor and maintain user access;
- g. Enable synchronization between portable devices and desktops;
- h. Recommend and implement changes to standardize desktop configurations, including the development and use of a standard image for all computers;
- i. Identify laptop and desktop computers to procure to satisfy user requirements;
- j. Maintain records and provide monthly reports on Service Desk support statistics and trends;
- and
- k. Maintain an inventory of all hardware, software and parts supply for all IT resources owned by the Town.

It is expected that every effort will be made to resolve repair issues at the time each service repair request is placed. Requests not immediately resolved will be assigned a priority by the Consultant, using the prioritization guidelines in the following table. Requests will be resolved according to the assigned priority, and in accordance with the response times and completion times specified. The Town reserves the right to modify assigned priorities.

Priority	Definition	Response Time	Completion Time
Critical	A problem that affects the Town's entire network or a group of users (e.g. everyone at Town Hall or all e-mail users)	Within 30 minutes	Within 5 hours
High	A problem with no known workaround that affects a single user (e.g. the Town Manager's PC or laptop fatally crashes)	Within 3 hours	Within 1 business day

Technical Support Services for Town of Fort Myers Beach

Medium	A general service request or problem with a workaround solution	Within 8 hours	Within 2 business days
Low	A service request that does not require immediate attention or involves long range planning	Within 3 business days	Plan defined within 10 business days

Network and Telecommunications support includes the following types of activities:

- a. Provide LAN and WAN support including administration and security;
- b. Plan for and install Ethernet drops to enable network connectivity;
- c. Evaluate and propose alternatives for telephone service in the event the VOIP system is not operational;
- d. Maintain records and schematics that reflect the distribution of inside cable and leased lines;
- e. Evaluate the existing wireless network and remote access configurations that connect three distributed buildings with Town Hall;
- f. Recommend alternatives that will improve the security and reliability of remote access;
- g. Implement remote access changes adopted and approved by the Town;
- h. Add a Wi-Fi connection for public use; and
- i. Coordinate support for the VOIP telephone system with T3 Communications, including troubleshooting IP address conflicts.

Audio/Visual Services - Services required by the Town to support audio/visual needs are:

- a. Evaluate Town needs for audio/visual recordings and live broadcasts of meetings and events;
- b. Recommend alternatives for upgrading and/or replacing the existing audio/visual system used to record and broadcast meetings; and
- c. Implement changes adopted and approved by the Town.

Professionalism includes the highest expectation by the Town that the Consultant will interact with Town personnel in a professional, courteous, and service-oriented manner. The ability to comply with professionalism requirements, characterized below, is required for all proposals.

- a. Consultant will coordinate, communicate and follow industry best practices relative to the scheduling of maintenance, updates and patches, and conduct of technical support services;
- b. Propose and implement a transition plan for the transition of technical support services from the current technical support services consultant to consultant(s) awarded contract(s) as a result of this RFP, if required;
- c. Consultant will meet weekly with the Town POC to review progress, outstanding issues, and prioritized requests for all areas of contractual support;
- d. Consultant shall escalate urgent issues to the Town POC;
- e. Consultant will participate in planning exercises such as periodic emergency operations drills, including system shut down and server rack relocation. The Town estimates this task to require no more than 20 hours per year of technical support;
- f. Consultant will support emergency operations on an as-needed basis, at the Consultant specified rate for off-hours support;
- g. Consultant will recommend and perform approved improvements to the IT component of the emergency operations plan;
- h. Consultant will partner with the Town to plan for infrastructure and technical operational improvements; and
- i. Consultant will proactively monitor the technical environment and user needs to plan and recommend changes in advance of critical thresholds or points of failure.

* Alternative Audio-Visual Services adopted and implemented by the Town will be negotiated with the Consultant and incorporated into a separate agreement.

**EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT
REQUEST FOR PROPOSALS - #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

Date: _____, 20____

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in EXHIBIT "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Transition (weeks)	On-site			Off-site			Total	
	hours	Rate	Total	hours	Rate	Total	\$	\$
							96	80
1	80.0	96	\$ 7,680	-	80	\$ -	\$	7,680
2	20.0	96	1,920	-	80	-		1,920
3	80.0	96	7,680	-	80	-		7,680
4	40.0	96	3,840	-	80	-		3,840
5	40.0	96	3,840	-	80	-		3,840
6	40.0	96	3,840	-	80	-		3,840
7	20.0	96	1,920	-	80	-		1,920
8	20.0	96	1,920	-	80	-		1,920

Sub-total transition

\$ 32,640

Technical Support Services for Town of Fort Myers Beach

	On-site			Off-site			Total
	hours	Rate	Total	hours	Rate	Total	
3	40.0	\$ 96	\$ 3,840	16.0	\$ 80	\$ 1,280	\$ 5,120
4	40.0	96	3,840	16.0	80	1,280	5,120
5	40.0	96	3,840	16.0	80	1,280	5,120
6	40.0	96	3,840	16.0	80	1,280	5,120
7	40.0	96	3,840	16.0	80	1,280	5,120
8	40.0	96	3,840	16.0	80	1,280	5,120
9	40.0	96	3,840	16.0	80	1,280	5,120
10	40.0	96	3,840	16.0	80	1,280	5,120
11	40.0	96	3,840	16.0	80	1,280	5,120
12	40.0	96	3,840	16.0	80	1,280	5,120

Sub-total annual

\$ 51,200

*Total of 56 Hours On-site and Off-Site coverage per month.

Technical Support Services for Town of Fort Myers Beach

Equipment (estimated)		
Servers	2	6,000
Back up device	1	7,000
Clean-up of system	1	2,000
Firewall	1	1,000
Software	1	7,000
UPS System	1	1,500
Licenses	5	100
Misc.	1	2,000
<i>Sub-total Equipment</i>		
		\$ 12,000
		7,000
		2,000
		1,000
		7,000
		1,500
		500
		2,000
		<u>\$ 33,000</u>

<i>Grand Total - year one</i>	\$ 116,840
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EXHIBIT B (Continued)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated _____, 20____, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated _____, 20____, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

**ATTACHMENT NO. 1 TO EXHIBIT B
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

Date: _____, 20____

Consultant or Sub-consultant Name (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
 **NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.
 ***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in EXHIBIT "D".

**EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
 REQUEST FOR PROPOSALS – #RFP-10-01-AD
 TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

Date: _____, 20__

CONSULTANT has identified the following Sub-Consultant(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
 (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

**EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

Date: _____, 20__

The Town has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at anytime during the contract duration.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to EXHIBIT "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, hours spent traveling to and from work or the job site(s), are not compensational.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 8

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering, borrowing or other financing arrangements. The Consultant shall have the right to retain copies of all such materials.

**EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

Date: _____, 20____

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
**TECHNICAL SUPPORT SERVICES FOR THE TOWN OF FORT MYERS BEACH
#RFP-10-01-AD**

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11 of this Agreement.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

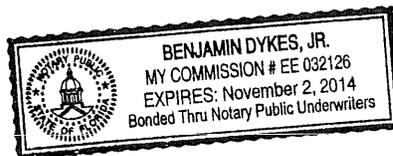
Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

SOFTRIM CORPORATION
9210 ESTERO PARK COMMONS BLVD., # 5, ESTERO FL 33928
 BY: GURCHARN S DANG, *[Signature]*
 TITLE: PRESIDENT

The foregoing instrument was signed and acknowledged before me this 29th day of November,

2016 by Gurcharn S Dang who has produced Florida Drivers License as identification
(Print or Type Name) (Type of Identification)

[Signature]
 Notary Public Signature
Benjamin Michael Dykes Jr
 Printed Name of Notary Public
11/2/2014
 Notary Commission Number/Expiration



**EXHIBIT G - INSURANCE
FOR THE PROJECT KNOWN AS:
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

Date: _____, 20____

Section One. Insurance Coverages To Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub-consultant(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub-consultants engaged by the Consultant. However, in the event the services or work of Sub-consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm
---	-------------------------------------

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceed the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's FINANCE DEPARTMENT all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the FINANCE DIRECTOR, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - the policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

Technical Support Services for Town of Fort Myers Beach

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

Date: _____, 20__

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. ___ is hereby amended as follows:

**EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

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

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

1. This sworn statement is submitted to TOWN OF FORT MYERS BEACH
(print name of public entity)
by GURCHARN S DANG, PRESIDENT
(print individual's name and title)
for SOFTRIM CORPORATION
(print name of entity submitting sworn statement)
whose business address is 9210 ESTERO PARK COMMONS BLVD.
5, ESTERO, FL 33928
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1015075
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Technical Support Services for Town of Fort Myers Beach

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ *[Handwritten Signature]*
(Signature)

Sworn to and subscribed before me this 29th day of November, 2010

Personally known _____

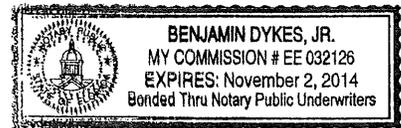
OR Produced Identification Florida Drivers License Notary Public - State of FL

Florida Drivers License
(Type of Identification) My Commission expires 11/2/2014

[Handwritten Signature]
commissioned name of notary public)

Benjamin Michael Dykes Jr
(Printed typed or stamped)

(Rev. 3/20/07)



**EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

Date: _____, 20__

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: SOFTRIM CORPORATION
[Signature] President 11/29/2010
(Signature) (Title) (Date)

STATE OF Florida
COUNTY OF Lee

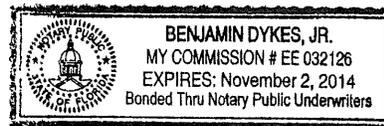
The foregoing instrument was signed and acknowledged before me this 29th day of November, 2010, by Gurcharn S. Dugg who has produced
(Print or Type Name)

Florida Drivers License
D820-297-50-455-0 as identification.
(Type of Identification and Number)

[Signature]
Notary Public Signature

Benjamin Michael Dykes Jr
Printed Name of Notary Public

EE 032126 11/2/2014
Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
REQUEST FOR PROPOSALS – #RFP-10-01-AD
TECHNICAL SUPPORT SERVICES FOR TOWN OF FORT MYERS BEACH**

Date: _____, 20____

I, the undersigned, GURCHARN S DANG, am an employee of SOETRIM CORP, the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.


Signature

Nov 29/2010
Date



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: SOFTRIM CORPORATION				
9210 ESTERO PK COMM BLVD UNIT 5				
ADDRESS OF NAMED INSURED: ESTERO, FL 33928				
POLICY NUMBER	907 4978-C04-59	907 4978-C04-59	907 4978-C04-59	907 4978-C04-59
EFFECTIVE DATE OF POLICY	03/04/10-03/04/11	03/04/10-03/04/11	03/04/10-03/04/11	03/04/10-03/04/11
DESCRIPTION OF VEHICLE (Including VIN)	2005 FORD E150 1FTRE14W15HA54638	2006 FORD E150 1FTRE14W86DA22407	2002 FORD E150 1FTRE14252HB73740	2003 FORD E150 1FTRE14273HB29966
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
LIMITS OF LIABILITY				
a. Bodily Injury				
Each Person	1,000,000	1,000,000	1,000,000	1,000,000
Each Accident	1,000,000	1,000,000	1,000,000	1,000,000
b. Property Damage				
Each Accident	1,000,000	1,000,000	1,000,000	1,000,000
c. Bodily Injury & Property Damage Single Limit				
Each Accident				
PHYSICAL DAMAGE COVERAGES				
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

Tim Collier LICENSED ASSOC 6823 11/23/2010
 Signature of Authorized Representative Title Agent's Code Number Date

Name and Address of Certificate Holder	Name and Address of Agent
Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33931	TIM COLLIER INSURANCE AGENCY INC 1315 SE 47 TH ST CAPE CORAL, FL 33904 PHONE #: 239-541-4444 FAX #: 888-463-5415

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage.
 Request Certificate Holder to be added as an Additional Insured.
 122429.3 Rev. 07-26-2005



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: SOFTRIM CORPORATION				
9210 ESTERO PK COMM BLVD UNIT 5				
ADDRESS OF NAMED INSURED: ESTERO, FL 33928				
POLICY NUMBER	907 4978-C04-59	907 4978-C04-59	907 4978-C04-59	907 4978-C04-59
EFFECTIVE DATE OF POLICY	03/04/10-03/04/11	03/04/10-03/04/11	03/04/10-03/04/11	03/04/10-03/04/11
DESCRIPTION OF VEHICLE (Including VIN)	2003 FORD E150 1FTRE14233HA75503	2003 FORD E150 1FTRE14253HA35584	2009 FORD RANGER 1FTYR10D59PA62516	2006 FORD E250 1FTNS24WX6HA97311
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
LIMITS OF LIABILITY				
a. Bodily Injury				
Each Person	1,000,000	1,000,000	1,000,000	1,000,000
Each Accident	1,000,000	1,000,000	1,000,000	1,000,000
b. Property Damage				
Each Accident	1,000,000	1,000,000	1,000,000	1,000,000
c. Bodily Injury & Property Damage				
Single Limit				
Each Accident				
PHYSICAL DAMAGE COVERAGES				
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

Ashley Vasconcelos
 Signature of Authorized Representative

LICENSED ASSOC

Title

6823

Agent's Code Number

11/23/2010

Date

Name and Address of Certificate Holder

Town of Fort Myers Beach
 2523 Estero Blvd.
 Fort Myers Beach, FL 33931

Name and Address of Agent

TIM COLLIER INSURANCE AGENCY INC
 1315 SE 47TH ST
 CAPE CORAL, FL 33904

PHONE #: 239-541-4444
 FAX #: 888-463-5415