

LEGISLATIVE #

110401

CITY OF GAINESVILLE, GENERAL GOVERNMENT METHOD OF SOURCE SELECTION

DATE: 9/29/2011

DEPARTMENT: Gainesville Police Dept
DIVISION: GPD/FISCAL

CONTACT: DAVE DUDA
EXTENSION: 393-7530

PURCHASE/PROJECT AMOUNT: \$ 143,150.70

CITY COMMISSION APPROVAL REQUIRED:

COST TERM: annual (annual, quarterly, etc.)

 NO YES, DATE: ONE-TIME, SINGLE PURCHASE CONTRACT/PURCHASE ORDER/AGREEMENT/PROJECT

TERM BEGIN/END DATES: 02/01/2012/01/31/2013

DESCRIPTION OF THE MATERIAL OR SERVICE TO BE PROVIDED: LUMP SUM PAYMENT OF ANNUAL
MAINTENANCE AGREEMENT

PROPOSED VENDOR/CONTRACTOR NAME: SUNGARD THE INC
ADDRESS: 1000 BUSINESS CENTER DR
CITY, STATE, ZIP: LAKE MARY, FL 32746

INDICATE ONE METHOD OF SOURCE SELECTION

- OTHER AGENCY: Purchasing Policy #060732, Section 6.3(c) Materials, equipment or services purchased under state or federal contracts or other public agency cooperative purchasing opportunities.
- UTILITY: Purchasing Policy #060732, Section 6.3(d) Utility services when the subject utility is the only available source of such service.
- CONTRACTURAL: (PROFESSIONAL SERVICES*) Purchasing Policy #060732, Section 6.3(e) Contractual services of a professional* nature whose cost does not exceed \$50,000, except as required by State law and except for legal services in connection with litigation involving the City. Continuing contracts for professional services of indefinite duration shall be reviewed for appropriateness with regard to the quality of the service and the competitiveness of the cost. Such review shall be the responsibility of the appropriate charter officer and his/her designee and shall be conducted not less than every five years.
- * Services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.
- EMERGENCY: Purchasing Policy #060732, Section 6.3(f) Emergency purchases, at the discretion of the (City) Manager, where the circumstances of the emergency do not permit sufficient time to obtain competitive quotes.

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WAIVED SITUATIONS:

ONLY APPROVED: Purchasing Policy #060732, Section 6.3(o) – Only one source meets the stated requirements of a specification based on a thorough qualitative and/or quantitative evaluation.

REQUISITIONER/REQUESTER shall provide a detailed description and justification in writing with supporting documentation as to why the vendor/contractor is the **ONLY APPROVED SOURCE** to provide the commodity/service. Attach all supporting documentation to the Method of Source Selection form for review and approval or rejection by the applicable listed City approving authorities.

SOLE SOURCE: Purchasing Policy #060732, Section 6.3(r) – The only source through which materials or services may be purchased.

REQUISITIONER/REQUESTER shall provide a detailed description and justification in writing with supporting documentation as to why the vendor/contractor is the **SOLE SOURCE** to provide the commodity/service. Attach all supporting documentation to the Method of Source Selection form for review and approval or rejection by the applicable listed City approving authorities.

SPECIFIED SOURCE: Purchasing Policy #060732, Section 6.3(s) – A source selected without competitive bidding for justifiable reasons.

REQUISITIONER/REQUESTER shall provide a detailed description and justification in writing with supporting documentation as to why the vendor/contractor is the **SPECIFIED SOURCE** to provide the commodity/service. Attach all supporting documentation to the Method of Source Selection form for review and approval or rejection by the applicable listed City approving authorities.

The REQUISITIONER/REQUESTER hereby attests (certify under oath) that he/she took part in the procurement represented and that he/she is independent of, and have no conflict of interest in, the entity evaluated and selected. He/she recommends that competitive bidding be waived and that the material or service be purchased from the vendor indicated based on the existence of a non-competitive situation as described and attached in detail hereto.


REQUISITIONER/REQUESTER

9/29/2011
Date

Approved
 Denied

_____ DEPARTMENT HEAD

_____ Date

Approved
 Denied

_____ ASST CITY MGR OR ADMN SRVCS DIR

_____ Date

Approved
 Denied

_____ CITY MANAGER

_____ Date

The Customer is automatically responsible for obtaining all required permits, licenses to support the Public Safety GIS-based CAD and RMS subsystems

SECTION 2: Term of Contract

This Contract and Agreement is effective upon the date executed by both parties and shall remain in effect until the respective obligations described herein are met by both the Customer and OSSI. Exhibit C, "SOFTWARE SUPPORT AGREEMENT" shall remain in effect for as long as the Customer utilizes the licensed software.

Customer's license of the Licensed Program shall become effective upon delivery of the Licensed Program to them and shall continue unless terminated as provided herein.

Customer or OSSI may terminate this agreement for cause provided that at least thirty (30) days written notice is given to the other party.

Upon termination of this Agreement, all rights granted to Customer will terminate and revert to OSSI. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Licensed Program, Customer must return, or certify the destruction of, all copies of the Licensed Program in their possession (whether modified or unmodified) and all other materials pertaining to the Licensed Program (including all copies thereof).

SECTION 3: SCOPE OF SERVICES

The Customer retains OSSI to perform all work, furnish and coordinate professional services and perform those tasks set forth in this Agreement and its Exhibits. This Agreement and its Exhibits are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

SECTION 4: COMPENSATION

A. PURCHASE PRICE

The application software is licensed to the Customer at the price set forth in Exhibit B, which is specified in Exhibit B under Initial License Fee. The price set forth in Exhibit B above prices and fees are exclusive of all applicable taxes and fees.

The cost to provide the implementation services is the price set forth in Exhibit C, "IMPLEMENTATION SERVICES", at the price set forth therein.

Lindsay, Denise J.

From: Duda, David P.
Sent: Thursday, September 29, 2011 10:18 AM
To: Lindsay, Denise J.
Subject: RE: OSSlagendaitemFY2012.doc
Attachments: OSSlagendaitemFY2012.doc

Attached is the document with the new figure 143,150.70. This is based off an estimate of 5% increase from last year. They don't decide the final percent increase until November 1st but it will be either 5% or lower.

From: Lindsay, Denise J.
Sent: Wednesday, September 28, 2011 8:41 AM
To: Duda, David P.
Cc: Scott, Lonnie
Subject: OSSlagendaitemFY2012.doc

Dave:

Need the red underline part filled out and a copy of what SunGard will charge for maintenance this coming year. Need by October 19, 2011.

Thanks

Denise

Gainesville Police Department

Inter-Office Communication

To: Chief Tony Jones **Date:** 9/28/2011

From: GPD Information Technology 

Subject: Specified Source Justification

We are requesting that the City Commission give approval for the issuance of a Purchase Order to SunGard / OSSI for maintenance renewal as SunGard OSSI is the manufacturer and original installer of our Records Management System that is used throughout the Department. With the maintenance support it will maintain the total integration of the current records management system data and also the integrity of the Master Name database.