

**BID2018-54 MAINTENANCE AND SUPPORT ON THE OSSI/SUNGARD INTEGRATED 911 SYSTEM FOR THE CITY OF TRENTON, POLICE DEPARTMENT BID
OPENING 6/8/2018 AT 11:00AM**

BID2018-54 MAINTENANCE AND SUPPORT ON THE OSSI/SUNGARD INTEGRATED 911 SYSTEM FOR THE CITY OF TRENTON, POLICE DEPARTMENT	
NUMBER OF RESPONDENTS:	1
NAME OF BIDDER	SUPERION, LLC
ADDRESS	1000 BUSINESS CENTER DRIVE
CITY, STATE, ZIP	LAKE MARY, FL 32746
CONTACT NAME	N/A
TELEPHONE	800-727-8088
FAX	407-304-3301
E-MAIL	SSC003@SUPERION.COM
STATEMENT OF OWNERSHIP DISCLOSURE	INCLUDED
BID GUARANTEE	10% INTERNATIONAL FIDELITY INSURANCE COMPANY W.P.O.A/ LEONA EVANGELISTA
CONSENT OF SURETY	INTERNATIONAL FIDELITY INSURANCE COMPANY
PERFORMANCE BOND AND LABOR OF MATERIAL PAYMENT BOND	REQUIRED FROM AWARDED VENDOR WITH SIGNED CONTRACTS
PREVAILING WAGE STATEMENT	INCLUDED
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	N/A
NJ BUSINESS REGISTRATION CERTIFICATE	
NOTICE OF INTENT TO SUBCONTRACT	INCLUDED
LIST OF SUB-CONTRACTORS	NONE
NON-COLLUSION AFFIDAVIT	INCLUDED
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED
DEBARMENT NOTICE (REQUIRED)	INCLUDED
ETHICS COMPLAINT DISCLOSURE	INCLUDED
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY	INCLUDED
EIC	CERT.#57764 EXP..07/15/2020
60-DAY EXTENSION COMPLIANCE	YES
COMPLIANCE WITH EMERGENCY SERVICES	YES
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD
THREE (3) REFERENCES	INCLUDED
TOTAL AMOUNT FOR TWO (2) YEARS	\$497,768.45
OPTION TO EXTEND TOTAL AMOUNT FOR YEAR THREE (3)	\$275,311.64
OPTION TO EXTEND TOTAL AMOUNT FOR YEAR FOUR (4)	\$294,583.46
EXCEPTIONS (IF ANY)	YES SEE ATTACHED
FATAL FLAW	NONE

- 1.1.3. modification of the Superion Solutions other than: by or on behalf of Superion or with Superion's written approval in accordance with Superion's written specification;
- 1.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superion; or
- 1.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superion Indemnitee.

RFP, VI. PREPARATION OF BIDS, Subsection A**IX. REJECTION OF BIDS, A. Availability of Funds**

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

Response: In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, City shall immediately notify Superion in writing of such occurrence and Superion will respond with an amendment that this Agreement or the appropriate executor portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superion prior to the notice. Superion shall not be obligated to provide any services for which payment has not been appropriated.

RFP, X. TERMINATION OF CONTRACT

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

Response: Superion's standard contract contains the following termination

Termination. This Agreement may be terminated:

For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

Regarding Subsection B, we are mostly agreeable but need clarification regarding finalizing payment for services that have been approved by the City.

Regarding Subsection C, please see Superior's indemnification response above.

Regarding Subsection D, please see Superior's appropriation of funds response above.