

RESOLUTION No. 24-139

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES CONSISTENT WITH RESOLUTION 19-36; AUTHORIZING THE CITY MANAGER TO PURCHASE THE TYLER/MUNIS VENDOR ACCESS MODULE AND RELATED FINANCIAL MODULES FROM TYLER TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS, OR THE CITY MANAGER'S THRESHOLD; AUTHORIZING THE CITY MANAGER TO PURCHASE TYLER PAYMENTS SOFTWARE FROM TYLER TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral ("City") utilizes the Tyler Technologies product suites City-wide such as, Tyler/Munis software system the City's Enterprise Resource Planning ("ERP") financial software system providing financial solutions to public sector agencies, and Tyler/EnerGov Enterprise Permitting & Licensing ("EPL") software system providing permitting and licensing solutions to government agencies; and

WHEREAS, the Tyler/Munis ERP system contains various modules that provide different functionality which may be purchased and upgraded by the City as needed; and

WHEREAS, staff have identified a Tyler/Munis module that empowers vendors to answer questions, attach documents, and edit profile information directly into the City's ERP system, thereby allowing the City to more efficiently collect, organize, and streamline vendor data; and

WHEREAS, the addition of this module and similar Tyler/Munis modules for financial management and vendor access serve to improve vendor relationships through efficiency and cooperation; and

WHEREAS, the City Council previously adopted Resolution No. 19-36, which authorized the purchase and renewal of various Tyler/Munis Financial Software modules in an amount not to exceed budgeted funds for as long as the Tyler/Munis software is utilized by the Finance Department; and

WHEREAS, in addition to the Tyler/Munis ERP modules, staff has identified an additional benefit offered by Tyler Technologies, titled Tyler Payments, which provides for merchant and gateway services as their payment processing solution for payments received through Tyler/EnerGov EPL software; and

WHEREAS, Tyler Payments is replacing merchant and gateway services that were offered by the City's current vendors for credit card processing services, BridgePay Network Solutions, LLC, and Wells Fargo Merchant Services, LLC, for credit card payment processing for payments received through Tyler/ EnerGov EPL software; and

WHEREAS, Section 2-321 of the City's Code of Ordinances permits the City Council to waive competitive bidding procedures upon the recommendation of the City Manager that the same is in the City's best interest; and

WHEREAS, expanding the City's use of Tyler Technology's financial modules and payment processing solutions is in the City's best interest as these changes will drive greater efficiency, collaboration, and convenience for both the City and its vendors/constituents; and

WHEREAS, these additional capabilities are critical to optimizing the City's core financial and permitting/licensing operations managed through the Tyler/Munis and Tyler/EnerGov systems; and

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. A waiver of the competitive bidding process, pursuant to section 2-321 of the City Code of Ordinances, is hereby approved. Additionally, Resolution No. 19-36 is hereby ratified pursuant to a competitive bidding waiver.

Section 3. Authorization. The City Manager is hereby authorized to purchase the Vendor Access Module, as noted in the attached and incorporated Exhibit "A". The City Manager is further authorized to purchase other financial licenses and support maintenance from Tyler/Munis financial software for as long as Tyler/Munis software is utilized by the City provided each additional module purchased does not exceed the Manager's spending authority and further provided the same does not exceed budgeted funds. Additionally, the City Manager is authorized to purchase the Tyler Payments payment processing solution in an amount not to exceed budgeted funds.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption. The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 12 day of June, 2024.




CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY
Lucrecio Coliella

EXHIBIT “A”



Quoted By: Cindy Chase
 Quote Expiration: 11/30/24
 Quote Name: Doral - Vendor Access
 Quote Description: Vendor Access

Sales Quotation For:

Shipping Address:

City of Doral
 Suite 100
 8300 NW 53rd Street
 Doral FL 33166-7710

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out)	1	24	\$ 5,700.00
TOTAL		24	\$ 5,700.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	4	\$ 200.00	\$ 0.00	\$ 800.00	\$ 0.00
Remote Implementation	24	\$ 200.00	\$ 0.00	\$ 4,800.00	\$ 0.00
TOTAL				\$ 5,600.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 5,700.00
Total Tyler Services	\$ 5,600.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 5,600.00	\$ 5,700.00
Contract Total	\$ 11,300.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;

- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.