



TOWN OF CUTLER BAY

---

# REQUEST FOR PROPOSALS

---

**RFP No. 24-03**

**INTEGRATED ENTERPRISE SOFTWARE SOLUTION**

**MANDATORY PRE-RFP PART I RESPONSE MEETING DATE:  
TUESDAY, JUNE 18, 2024  
10:00 AM (EST)**

**SUBMITTAL DUE DATE FOR PART I, INITIAL PROPOSALS:  
TUESDAY, JULY 16, 2024  
3:00 PM (EST)**



# Contents

**ADVERTISEMENT** .....3

**SECTION I** ..... 4

    I.I INTRODUCTION..... 4

    I.II SUBMITTAL AND EVALUATION PROCESS ..... 6

    I.III SEALED SUBMITTALS ..... 7

    I.IV SCHEDULE OF EVENTS..... 7

    I.V DEFINITION OF TERMS..... 8

    I.VI ELIGIBILITY ..... 11

    I.VII PROPOSAL SUBMISSION INSTRUCTIONS ..... 12

    I.VIII SUBMISSION REQUIREMENTS..... 13

    I.IX EVALUATION METHOD AND CRITERIA..... 20

    I.X CONTRACT NEGOTIATIONS AND DISCOVERY SESSIONS; AWARD OF AGREEMENT(S) .. 22

    I.XI CLARIFICATION AND ADDENDA..... 22

    I.XII CERTIFICATION ..... 23

    I.XIII TOWN’S RIGHTS; WAIVER OF IRREGULARITIES ..... 23

    I.XIV RETENTION OF RESPONSES..... 23

    I.XV PRESENTATION COSTS ..... 24

    I.XVI INSURANCE AND PERFORMANCE AND PAYMENT BONDS ..... 24

    I.XVII LAWS/ORDINANCES ..... 26

    I.XVIII ERRORS AND OMISSIONS..... 26

    I.XIX CONTRACT DELIVERY/PERIOD AND PLACE OF PERFORMANCE ..... 26

    I.XX WARRANTIES OF USAGE ..... 27

    I.XXI ASSIGNMENT ..... 27

    I.XXII COLLUSION ..... 27

    I.XXIII PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING..... 27

    I.XXIV CAMPAIGN FINANCE RESTRICTIONS ON FIRMS..... 27

    I.XXV FIRMS’ CAMPAIGN CONTRIBUTION DISCLOSURE ..... 27

    I.XXVI LOBBYIST REGISTRATION..... 28

    I.XXVII PUBLIC RECORDS LAW ..... 28

    I.XXVIII CONE OF SILENCE ..... 29

    I.XXIX POINT OF CONTACT..... 31

    I.XXX AMERICAN RESCUE PLAN ACT PROVISION..... 31

    I.XXXI WOMEN/MINORITY OWNED AND EMERGING SMALL BUSINESS BID SUBMITTAL..... 31

**SECTION II** ..... 32



II.I SCOPE OF SERVICES..... 32

II.II FUNCTIONAL SCOPE ..... 32

II.III TECHNICAL REQUIREMENTS..... 34

II.IV IMPLEMENTATION..... 36

II.V REQUIRED FORMS..... 36

**SECTION III**..... 37

III.I FEE STRUCTURE ..... 37

**SECTION IV** ..... 38

**SECTION V** ..... 44

V.I PART I, PROPOSAL REQUIREMENTS CHECKLIST..... 44

APPENDIX A Proposal Confirmation..... 45

APPENDIX B Indemnification Clause ..... 46

APPENDIX C Non-Collusive Affidavit..... 47

APPENDIX D Drug-Free Workplace Form ..... 49

APPENDIX E Sworn Statement on Public Entity Crimes..... 50

APPENDIX F RFP No. 24-03 Addendum Acknowledgement Form ..... 53

APPENDIX G Anti-Kickback Affidavit..... 54

APPENDIX H Proof of Insurance ..... 55

APPENDIX I Certification Regarding Scrutinized Companies..... 56

**SECTION VI** ..... 58



**ADVERTISEMENT: TOWN OF CUTLER BAY NOTICE OF REQUEST FOR PROPOSALS  
RFP NO. 24-03 "INTEGRATED ENTERPRISE SOFTWARE SOLUTION"**

The Town of Cutler Bay ("Town") is requesting proposals from qualified professionals for the selection of a Professional Software Developer/Integrator/Firm ("Firm") for an integrated enterprise software solution ("Solution"). The RFP is structured in two (2) phases: Part I, Initial Proposal and Part II, Project Approach Proposal. Only Proposers that are shortlisted after review and evaluation of Part I, Initial Proposals shall proceed to submission of Part II, Project Approach Proposals. Interested Firms should visit the Town's website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Request for Proposals ("RFP") package. Proposal packages may also be collected at the following location, during normal business hours:

Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189

Sealed submittals for the Part I, Initial Proposal must include one (1) original and three (3) bound paper copies of the submittal, and one (1) USB flash drive completely duplicating the original proposal of the submittals. Sealed submittals for Part I, Initial Proposals must be received by Mr. Mauricio Melinu, CMC Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189, no later than **3:00 PM on Tuesday, July 16, 2024** and be clearly marked on the outside, RFP No. 24-03, Integrated Enterprise Software Solution.

Late submittals and facsimile/electronic submissions will not be considered. The Firm shall bear all costs associated with the preparation and submission of the proposal.

**A MANDATORY (virtual or in-person) Pre-RFP Part I, Initial Proposals meeting will be held on Tuesday, June 18, 2024 at 10:00AM in the Town Hall Council Chambers, 10720 Caribbean Blvd., Cutler Bay, Florida 33189.**

If attending virtually, the meeting will be available electronically using Zoom communications media technology platform. **Registration is required.** To register in advance, please visit: [https://us06web.zoom.us/webinar/register/WN\\_jcBqbE3DT6WCV4uM2p8OAA](https://us06web.zoom.us/webinar/register/WN_jcBqbE3DT6WCV4uM2p8OAA)

Pursuant to Town Code, Chapter 24, Article II, Section 24-228 of the Town Charter, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, Firms of the Town are required to disclose any campaign contributions to the Town Clerk, and each Firm must do so prior to and as a condition of the award of any Town contract to the Firm. Please see the detailed specifications of this solicitation for further details.

**Women/Minority Owned and Emerging Small Businesses are invited to submit proposals on this Project.**

The Town reserves the right to accept and/or reject all proposals, or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request revised/new proposals on the required materials and/or services or take any other such actions that may be deemed in the best interest of the Town.

We look forward to reviewing your submissions.

Rafael G. Casals, ICMA-CM, CFM  
Town Manager



## SECTION I

### I.1 INTRODUCTION

#### Overview

The Town of Cutler Bay (“Town”), a municipality located in the southern portion of Miami-Dade County, Florida, is accepting qualifications packages from Professional Consultants, Software Developers, Integrators, and Professional Firms for an Integrated Enterprise Software Solution.

The Town was incorporated as the 35th municipality in Miami-Dade County in 2005 and has an estimated 43,762 residents (Census.gov, 2023). It is comprised of approximately ten (10) square miles bounded by SW 184 Street to the north, US 1 Busway to the west, SW 232 Street to the south, and Biscayne Bay to the East. The Town abuts the Village of Palmetto Bay to the north and unincorporated Miami-Dade County to the west and south. It is currently characterized by both established and developing residential communities and commercial development along US-1 and Old Cutler Road.

Information Technology (“IT”) services play a vital role in innovation and cost effectiveness for the Town of Cutler Bay (“Town”), as thirty-seven (37) employees are able to become more responsive to residents’ needs. On July 19, 2017, the Town Council adopted Resolution No. 17-61, authorizing the Town Manager to enter into an interlocal agreement (“Agreement”) with Miami-Dade County (“County”) for IT maintenance and support services. The Agreement has been in effect since September 20, 2018.

Since 2018, the Town and County have worked tirelessly to streamline efficiencies across the board for all Town Departments. Milestones include the following:

- Onsite IT support to ensure that problems are solved quickly, reducing downtime and improving employee productivity.
- During the COVID-19 pandemic, thin client deployment (virtual desktop environment, improved productivity, and flexibility) provided employees access to an environment that ensured consistent productivity even when employees were not in the physical workplace.
- Upgraded the Town Council Chamber's audio and video systems, providing access to remote participation of Town Council Meetings.

#### Background Summary

Total Employees (Full-Time/Part-Time)	63
Total Population	43,762
Operating Budget	\$25,722,040
Fiscal Year	10/1 – 09/30



## Users by Department

The following table defines the estimated users per department. All users will be able to access the core applications in the Solution from a cloud-based or cloud supported system.

<b>Department</b>	<b>Total Employees (Full-Time/Part-Time)</b>
Parks and Recreation	34
Office of the Town Manager	4
Community Development	10
Finance	4
Town Clerk	3
Administrative services	2
Public Works	6

## Description of Project

The Town recognizes that its current Enterprise Resource Planning (“ERP”) system, Eden, is nearing the end of its life cycle and requires a modern, cloud-based solution to meet its evolving needs. As technology advances and new demands arise, the Town acknowledges the importance of technological advancements and embracing innovative solutions that can streamline operations and improve service delivery.

In addition to the replacement of Eden, the Town is also interested in exploring opportunities to integrate new and existing systems and modules to enhance its departmental applications. By leveraging the power of integration, the Town aims to create a unified ecosystem that fosters seamless data exchange, efficient workflows, improved collaboration between different departments, and a comprehensive digital experience for customers.

The Town is inviting proposals showcasing qualifications from professional software integrators and developers for an Integrated Enterprise Software Solution (the "Solution"). The current legacy ERP system is nearing the end of its life. The purpose of this Request for Proposal (RFP) is to identify a qualified firm who can provide a comprehensive and innovative solution to replace the existing system, which encompasses core functions such as Financial, Permitting and Licensing, and Payments, as well as varying software functions across various Town departments. The Solution should seamlessly integrate the core functions, ensuring smooth data flow and collaboration between different software applications. This integration will enable smooth and efficient information sharing, data consistency, and collaboration between different departments, enhancing the overall operational efficiency and effectiveness of the Town. In addition to the Solution providing fluidity to core functions to support the services of the Town, the Solution will enable digital capabilities that will reduce the need for customers to have to travel to the Town’s physical offices to do things they should be able to do online virtually. To meet this requirement, the Solution will include a Customer Portal which will serve as a centralized platform where users can access personalized features and services, such as online service requests, bill payments, permit applications, event calendars, news updates, and document downloads. The Customer Portal is an essential component that will provide a modern and seamless customer experience to Town residents and visitors.



The Town recognizes there is likely no singular software Solution that meets all the requirements of the RFP and encourages a Solution that integrates multiple applications across the core functions and departmental applications to meet the requirements of Town's daily operations.

The Coronavirus of 2019, otherwise known as COVID-19 affected human interaction on a global level. Not only did the pandemic change the way people interact, but it also forced thousands of businesses to adapt to the systemic demands of societal need with regards to accessing services via virtual means.

The integration of these applications will play a crucial role in digitally transforming the Town's operations, enabling the seamless flow of data, streamlining processes, fostering efficient collaboration between various software systems, and transitioning service delivery to customers in a virtual format, eliminating the need for paper-based or in-person interactions.

The Town intends to enter into an agreement with the selected firm to implement and support the Solution. The firm should possess the necessary expertise, experience, and resources to successfully deliver and maintain the Solution. The Town reserves the right to evaluate and select the firm whose response is deemed the most responsive and responsible, based on their qualifications and experience, technical approach, and implementation, and whose response is most advantageous to the Town and in its best interests.

Please note that the Town will conduct evaluations and investigations to assess the qualifications, capabilities, and track record of the firm, including interviews and oral presentations from their staff and management team.

The specific requirements and evaluation criteria for this RFP will be provided in this official document. Interested Firms are encouraged to submit comprehensive proposals that address the Town's requirements and demonstrate their expertise in delivering integrated software solutions.

## I.II SUBMITTAL AND EVALUATION PROCESS

The submittal and evaluation process for potential Firms will occur in **two (2)** phases, as described below:

**Part I, Initial Proposal.** Firms will submit a proposal for Part I, Initial Proposal (shown on the schedule of Event table below in **blue**). Following submission of Part I, Initial Proposals, a Selection Committee appointed by the Town Manager will evaluate all proposals submitted for compliance with the requirements of this RFP, a determination of whether the response is responsive and responsible and shortlist the highest ranked three (3) qualified Firms based on the RFP.

**Part II, Project Approach Proposal.** After review and evaluation of the Part I, Initial Proposals, the Town shall rank and shortlist the three (3) highest ranked Firms. Shortlisted Proposers shall be provided instructions for the submission of Part II, Project Approach Proposal (shown on the schedule of Events table below in **red**). Shortlisted Proposers will be provided with the schedule leading up to the submission of the Part II, Project Approach Proposal with a deadline to submit any/all questions prior to demonstrations/oral presentations. As part of the evaluation of Part II, Project Approach Proposal, Shortlisted Proposers will also be called for oral presentations/demonstrations before the Town's Selection Committee approved by



the Town Manager. All Proposers and their teams shall be present at the assigned time followed by a questions-and-answer session. Proposers are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations/demonstrations shall be provided to the shortlisted Proposers after evaluation and ranking of Part I, Initial Proposals.

The Town of Cutler Bay looks forward to receiving proposals from qualified Firms who can provide an Integrated Enterprise Software Solution to meet the Town's operational needs and contribute to its long-term success.

The Town reserves the right to award a contract to the proposer who will best serve the interests of the Town and whose responses are considered by the Town to be the most responsive and most responsible, compliant with the requirements of the RFP and most advantageous to the Town.

### I.III SEALED SUBMITTALS

Sealed submittal packages for furnishing all professional services as necessary to complete the work specified in these documents will be due on the following dates:

#### Part I, Initial Proposals:

**Date: Tuesday, July 16, 2024**  
**Time: 3:00 PM (EST)**  
**Place: Town Hall**  
**10720 Caribbean Blvd.,**  
**Suite 105**  
**Cutler Bay, FL 33189**

#### Part II, Project Approach Proposals:

**Date: Wednesday, August 21, 2024**  
**Time: 3:00 PM (EST)**  
**Place: Town Hall**  
**10720 Caribbean Blvd.,**  
**Suite 105**  
**Cutler Bay, FL 33189**

### I.IV SCHEDULE OF EVENTS

**Part I, Initial Proposals.** Firms will submit a proposal in response to the RFP, consisting of the Submission Requirements of this RFP.

**Part II, Project Approach Proposal.** Shortlisted Firms will be provided with instructions on the submittal of a Part II, Project Approach Proposal and an opportunity to provide oral presentations and demonstrations of the Solution before the Town Selection Committee.

No.	Event Title	Date*	Time* (EST)
1.	Advertisement/Distribution of Request for Proposals ("RFP") Cone of Silence Begins	Sunday May 26, 2024	9:00 AM
2.	<b>Mandatory Pre-RFP Part I- Response Meeting (Virtual or in-person)</b> 10720 Caribbean Blvd., Council Chambers, Cutler Bay, Florida 33189 Zoom Meeting ID: <a href="https://us06web.zoom.us/webinar/register/WN_jcBqbE3DT6WCV4uM2p8OAA">https://us06web.zoom.us/webinar/register/WN_jcBqbE3DT6WCV4uM2p8OAA</a>	Tuesday June 18, 2024	<b>10:00 AM</b>
3.	Deadline for Proposers to Submit RFP Part I Questions	Friday June 21, 2024	1:00 PM





4.	Deadline for Town to Provide Responses to RFP Part I Questions	Tuesday June 25, 2024	5:00 PM
5.	<b>Deadline for Proposers to Submit Part I, Initial Proposals</b>	Tuesday July 16, 2024	<b>3:00 PM</b>
6.	Evaluation of RFP Part I Submissions/Shortlist Firms Identified	Friday July 26, 2024	8:00 AM – 5:00 PM
7.	RFP Part I Shortlist Announced	Monday July 29, 2024	3:00 PM
8.	<b>Mandatory RFP Part II Meeting (Shortlisted Firms) (Virtual or in-person)</b> 10720 Caribbean Blvd., Council Chambers, Cutler Bay, Florida 33189 Zoom Meeting ID: <a href="https://us06web.zoom.us/webinar/register/WN_4Yj7mE77T12kRlp6WVUeQ">https://us06web.zoom.us/webinar/register/WN_4Yj7mE77T12kRlp6WVUeQ</a>	Monday August 5, 2024	10:00 AM
9.	Deadline for Shortlisted Firms to Submit RFP Part II Questions	Friday August 9, 2024	1:00 PM
10.	Deadline for Town to Provide Responses to Shortlisted Firms RFP Part II Questions	Tuesday August 13, 2024	5:00 PM
11.	<b>Deadline for Shortlisted Firms to Submit Part II, Project Approach Proposal (Shortlisted Firms)</b>	Wednesday August 21, 2024	<b>3:00 PM</b>
12.	Oral Presentations/Demonstrations from RFP Shortlisted Firms (held over three days) <b>(Virtual or in-person)</b> 10720 Caribbean Blvd., Council Chambers, Cutler Bay, Florida 33189 Zoom Meeting ID: TBA	Tuesday September 3 – Thursday September 5, 2024	9:00 AM – 4:00 PM
13.	Recommendation of Intent to Award for Town Council Approval and Authorizing Contract Negotiations with Selected Firm – Cone of Silence Ends	Wednesday October 16, 2024	6:00 PM
14.	Participation in Discovery Sessions and Finalize Negotiations of Contract with Selected Firm	Friday October 18, 2024	TBA
15.	Execution of Negotiated Contracts with Selected Firm	Friday November 1, 2024	TBA

**\*The Town reserves the right to change the scheduled dates and times.**

Note: Attendance is mandatory at the Pre-RFP Part I Response Meeting and the RFP Part II Meeting noted above. Participants have the option to join either in person at the Cutler Bay Town Center, Council Chambers, 10720 Caribbean Boulevard, Cutler Bay, Florida 33189, or virtually. The Zoom link for the Pre-RFP Part I Response Meeting is as follows: [https://us06web.zoom.us/webinar/register/WN\\_jcBqbE3DT6WCV4uM2p8OAA](https://us06web.zoom.us/webinar/register/WN_jcBqbE3DT6WCV4uM2p8OAA).

## I.V DEFINITION OF TERMS

Certain terms used in this document are defined as follows:

<b>Agreement/Contract</b>	The Contract for Integrated Enterprise Software Solution Services to be executed by the Firm and the Town for the scope of work.
<b>API (Application Programming Interface)</b>	A set of rules and protocols that allows different software applications to communicate and interact with each other.

<b>American Rescue Plan Act/ARPA</b>	The American Rescue Plan Act (ARPA) of 2021. The Town intends to utilize ARPA State and Local Fiscal Recovery Funds to cover all costs associated with the purchase and implementation of the Solution. See <a href="https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds">https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds</a> .
<b>Business Intelligence</b>	The use of data analysis and reporting tools to provide valuable insights for decision-making.
<b>Cloud-Based Solution</b>	A software solution hosted and accessed over the internet, eliminating the need for on-premises infrastructure.
<b>Compliance</b>	Adherence to relevant laws, regulations, and standards, ensuring that the software solution meets all required guidelines.
<b>Customer Portal</b>	A web-based platform where residents and businesses can access information and services in an easy-to-use format.
<b>Data Migration</b>	The process of transferring data from one system to another during the implementation of a new software solution.
<b>Day(s)</b>	Refers to calendar day(s).
<b>ERP (Enterprise Resource Planning)</b>	A software system that integrates various business processes and functions within an organization.
<b>Selection Committee</b>	A group of individuals responsible for reviewing and evaluating the proposals submitted by Firms.
<b>Firm</b>	The person, Firm, or corporation with who the Town has executed an agreement or contract for the scope of work.
<b>Functional Requirements</b>	A set of specifications that outline the specific features and capabilities for each of the Town's departments (Administrative Services, Finance, Parks & Recreation, Community Development, Public Works and Town Clerk's Office) required for the Solution.
<b>GIS (Geographic Information System)</b>	A system that allows for the capture, storage, analysis, and presentation of geographic data.



<b>Implementation Plan</b>	A detailed timeline and approach for implementing the Solution, including milestones and tasks.
<b>Maintenance, Support, and Training</b>	Services related to ongoing support, maintenance, and training for the software solution.
<b>Migration</b>	The process of transferring data, information, or content from one software, system, or platform to another, typically with the goal of preserving data integrity, structure, and functionality while ensuring compatibility and data accessibility in the new environment.
<b>Owner</b>	The Town of Cutler Bay
<b>Pricing</b>	The cost breakdown for the Software Solution, including professional services and software licensing.
<b>Project Plan</b>	A detailed roadmap outlining the tasks, resources, and timeline for the successful completion of the project.
<b>Project Team</b>	A collaborative group of individuals and entities working together to propose and potentially deliver the Solution requested in this RFP. This team typically comprises of roles including the prime contractor, software Firms, and subcontractors.
<b>Project Reference</b>	A documented example of a past project or engagement completed by a Firm, typically accompanied by details such as project scope, objectives, outcomes, client feedback, and any relevant performance metrics. Project references serve as evidence of the Firm's experience, capabilities, and track record in delivering similar solutions or services.
<b>Proposal</b>	A formal written offer submitted by a Firm in response to any RFP and/or RFP.
<b>Proposer</b>	Any person, Firm or corporation submitting a Proposal for work covered by these specifications or their duly authorized representative.
<b>Request for Proposals (RFP)</b>	A document used to solicit proposals from potential Firms to qualify their ability to provide goods or services for a specific project or requirement.



<b>Responsible Proposer</b>	In order to be considered a “responsible” proposer, the proposer must possess integrity as well as adequate equipment and personnel to do the work within the time limits that are established and adequate financial status to meet the obligations to perform the scope of work. The Firm must not have defaulted on a prior contract or been disbarred by any agency.
<b>Responsive Proposer</b>	Any person, Firm or corporation submitting a Proposal for the scope of work whose proposal packet is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative proposals for any items, unless alternatives are requested in the specifications.
<b>Scope of Services</b>	A detailed description of the services required for the project, including the tasks, deliverables, and objectives.
<b>System Integration</b>	The process of connecting and combining different software systems to work together seamlessly.
<b>Technical Requirements</b>	Detailed specifications related to the technical aspects of the Solution, such as design, software applications, functionality, and integration.
<b>Workflow</b>	A sequence of tasks or steps that define the order in which work is to be completed in the software system.
<b>Work/Scope of Services</b>	The services required by the contract documents, including labor and materials.

## I.VI ELIGIBILITY

### A. Generally

The Town recognizes that its current Enterprise Resource Planning system, Eden, is nearing the end of its life cycle and requires a modern, cloud-based solution to meet its evolving needs. As technology advances and new demands arise, the Town acknowledges the importance of staying ahead and embracing innovative solutions that can streamline operations and improve service delivery.



In addition to the replacement of Eden, the Town is also interested in exploring opportunities to integrate new and existing systems and modules to enhance its departmental applications. By leveraging the power of integration, the Town aims to create a unified ecosystem that fosters seamless data exchange, efficient workflows, improved collaboration between different departments, and a comprehensive digital experience for customers.

Furthermore, to be eligible to respond to this RFP, the Proposer must have successfully provided within the past five (5) years, within the United States, services similar to those in the specifications of this RFP to the public sector. Each Proposer shall meet all legal, technical, and professional requirements for providing the requested services.

The Proposers shall furnish such additional information as the Town may reasonably require. This includes information that indicates qualifications, financial resources as well as ability to provide and maintain the system and/or services. The Town reserves the right to make investigations of the Proposers' qualifications or any of its agents, as it deems appropriate.

### **B. Collaborative/Joint Proposals**

Proposers are encouraged to collaborate with other Firms and submit joint proposals if their individual products and services do not fully meet all the requirements outlined in the RFP. If multiple Firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will have the responsibility of negotiating and signing the contract on behalf of all partners, as well as overseeing the implementation of the services outlined in the proposal. They will serve as the main point of contact throughout the procurement process and will be held accountable for the overall success of the joint proposal.

## **I.VII PROPOSAL SUBMISSION INSTRUCTIONS**

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals/qualifications. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

### **A. Proposal Content Organization**

Each Proposal shall be a maximum of **thirty (30) pages** (paper size 8.5"x11), printed on only one side of the paper, consisting of all the Submission Requirements contained in this RFP. Proposals shall be single-spaced in 12-point Times New Roman font typeface (or equivalent). The Certificates, Exhibits, and Appendixes (Required Forms) identified in the Submission Requirements contained in this RFP shall **not** count towards the thirty (30) page proposal limit. Each Proposal shall be organized in the exact order of each section provided in the Submission Requirements section of this RFP. No other materials may be included in a Proposal.

### **B. Proposal Submission Instructions**

Proposers shall submit one (1) signed original proposal, three (3) bound paper copies of the proposal, and one (1) USB flash drive that contains all the contents of the signed original proposal. Proposals must be submitted in a sealed envelope that identifies the name of the Proposer and that is clearly marked on the outside with "RFP No. 24-03, Integrated Enterprise Software Solution." Signed proposals are considered offers on the part of the Proposer and shall be binding upon the Proposer for 365 calendar days following opening.



### C. Submission Deadline

All Part I, Initial Proposals must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **Tuesday, July 16, 2024 at 3:00 PM** ("Submission Deadline") at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

It shall be the sole responsibility of the Proposer to ensure that the sealed Part I, Initial Proposal is submitted by the Submission Deadline. Any Part I, Initial Proposal received after the Submission Deadline, whether by mail or otherwise, shall not be accepted under any circumstances. Such Part I, Initial Proposals will be returned to the Proposer unopened. Any uncertainty regarding the time a proposal is received shall be determined by the Town and may be resolved against the Proposer.

*Separate Submission Deadline instructions shall be provided to shortlisted Proposers for submission of Part II, Project Approach Proposals after evaluation, ranking, and shortlisting of Part I, Initial Proposals.*

**All proposals must be received by the Town Clerk by the Submittal Deadline. Any proposals received after the Submittal Deadline will not be considered.**

## I.VIII SUBMISSION REQUIREMENTS

### A. Summary of RFP Submission Framework

Each Proposer must present its products, services, and applicable features in a clear and concise manner that demonstrates the Proposer's capabilities to satisfy the requirements of this RFP. The emphasis should be on accuracy, clarity, comprehensiveness, and ease of identifying pertinent information and suitability of the Solution for the Town's ERP system needs.

This RFP consists of a two-part evaluation: Part I, Initial Proposal and Part II, Project Approach Proposal. Submission requirements for each part of the RFP process are summarized as follows:

#### 1. Part I, Initial Proposal

All Proposers shall submit a Part I, Initial Proposal that contains the following elements and supporting documentation, as described in further detail in this RFP.

- Proposer's Qualifications and Experience;
- Technical Requirements;
- Functional Requirements;
- Project Implementation Approach; and
- Required Forms/Appendices.

Part I, Initial Proposal shall be evaluated by the Town's Selection Committee to shortlist and rank the top three (3) qualified Firms for the provision of a comprehensive and innovative solution to replace the Town's existing ERP system. The Town, at its sole and absolute discretion, expressly reserves the right to shortlist additional qualified Firms if the Town determines such additional shortlisting is in the best interest of the Town.



## 2. Part II, Project Approach Proposal

After ranking and shortlisting by the Selection Committee, only the highest ranked three (3) shortlisted Proposers shall be required to submit Part II, Project Approach Proposal. Part II, Project Approach Proposals shall contain the following elements and supporting documentation, as described in further detail in this RFP.

- Project Timeline for Migration and Implementation of the Solution
- Pricing/Fee Structure for the Solution; Appendix "L"
- Go-Live, Maintenance and Support.

Shortlisted Proposers shall also be called to provide an oral presentation and Solution demonstration before the Selection Committee.

**PROPOSERS ARE SPECIFICALLY ADVISED NOT TO SUBMIT PART II, PROJECT APPROACH PROPOSALS UNTIL THE TOWN EVALUATES AND SHORTLISTS THE HIGHEST RANKED PROPOSERS AND PROVIDES FURTHER INSTRUCTIONS TO THOSE SHORTLISTED PROPOSERS. PART II, PROJECT APPROACH PROPOSALS SUBMITTED PRIOR TO SHORTLISTING WILL NOT BE CONSIDERED AND MAY RESULT IN DISQUALIFICATION.**

### B. Part I, Initial Proposal Submission Requirements

Proposers must include the following components and supporting documentation as part of their Part I, Initial Proposal:

#### Section 1 – Proposer Qualifications and Experience (25 points)

The first section should include a title page, a cover letter, and a table of contents. The title page must list the RFP name, name of the Proposer, and contact information. The cover letter shall serve as an introductory document summarizing the services to be provided and presenting the primary reasons why the Proposer should be considered the best choice for the contract. The cover letter must be signed by an authorized officer or employee of the Proposer firm who possesses the authority to negotiate and enter into contractual agreements on behalf of the organization. The Town intends to communicate solely with the authorized officer or employee of the Proposer throughout the duration of this process.

This section shall also address the following:

- a) Proposer Firm Background: In this section, provide a comprehensive overview of the Proposer Firm's background. Include information such as the Proposer's, mission statement, organizational structure, key personnel and all team members. Highlight the Firm's core values, areas of expertise, and any unique selling points that set it apart from competitors. This section should provide the evaluators with a clear understanding of the Proposer's identity, values, and overall capabilities. In the event that multiple firms partner to submit a collaborative or joint proposal, the proposal must identify all firms or product providers, and identify one firm as the lead and primary contact. This primary contact will be the primary point of contact throughout the procurement and contract process and will be held responsible for the overall implementation of the services from all partners or team members included in the proposal.



- b) **Qualifications:** Outline the qualifications of the Proposer in this subsection. Include details about the Proposer's certifications, accreditations, and memberships in relevant industry associations or organizations. Provide information on the Proposer's size, resources, and capabilities. Highlight any specific expertise or knowledge that is relevant to the Project. This section should demonstrate the Proposer's suitability and capacity to successfully undertake the Project.
- c) **Similar Projects and Past Performance:** The Proposer shall provide a summary of at least three (3), but not to exceed five (5) past projects that closely align with the requirements outlined in this RFP. These projects should have been completed within the last five (5) years in the public sector. The summary should include a brief description of each project, highlighting its relevance to the scope and objectives of this RFP. Additionally, the Proposer should include information regarding their role in each project, the challenges encountered, and the outcomes achieved. Emphasize any notable achievements, successful outcomes, or recognition received for these projects. Review and complete Exhibit G – Project References to complete this section.

## **Section 2 – Technical Requirements (20 points)**

Proposers are required to provide comprehensive information and documentation related to the Technical Requirements of their proposed Solution.

This section shall address the following:

- a) **System Architecture:** A detailed description of the proposed system architecture, including cloud and data center specifications, software components, network infrastructure, and any dependencies or integrations with existing systems.
- b) **Scalability and Performance:** Information on the Solution's scalability and performance capabilities, including the ability to handle increasing data volumes, user load, and system response times.
- c) **Security Measures:** Details on the security measures and protocols implemented in the proposed Solution to ensure the confidentiality, integrity, and availability of data. This should include information on user access controls, encryption methods, data backup and recovery procedures, and compliance with industry standards and regulations.
- d) **Integration Capabilities:** An overview of the Solution's integration capabilities, including the ability to integrate with existing systems, databases, and third-party applications. Details on supported integration protocols, APIs, and data exchange formats should be provided.
- e) **System Customization:** Information on the extent to which the proposed Solution can be customized to meet the specific needs and requirements of the Town. This should include details on the availability of configuration options, extensibility through custom development, and any limitations or restrictions on customization. The Town is looking for a system that is scalable and which can easily expand features in the future through its existing IT provider without relying on the Proposer or other third-party providers.





- f) **Data Management:** Proposers should present a comprehensive plan for data management within the Solution. This plan should encompass data storage, retrieval, manipulation, reporting, and quality assurance practices, ensuring data accuracy and integrity. Additionally, Proposers should highlight their approach to data migration from existing systems to the new software Solution.

*Note: Shortlisted Proposers will be required to provide a detailed Migration and Implementation Timeline Plan.*

- g) **Disaster Recovery and Business Continuity:** A summary of the proposed Solution's disaster recovery and business continuity plans, including backup and restore procedures, redundancy measures, and failover capabilities.
- h) **Software Products:** All software products that make up the Solution proposed are to be defined in this section. Proposers are also required to review and complete Exhibit H (not included in 30-page limit) – Software Products, to define the list of all software providers to be used including the name of the firm, description of the solution, how it's integrated, security of the application, and license information and structure.

Proposers should provide clear and detailed information regarding the Technical Requirements of their proposed Solution. This will enable the Selection Committee to assess the qualifications, feasibility, compatibility, and suitability of the proposed Solution to meet the Town's requirements.

### **Section 3 – Functional Requirements (35 points)**

Proposers are required to review and complete Exhibits “A” through “F” which outline the Functional Requirements for the Project. The following Functional Requirement Exhibits must be completed and submitted:

- Exhibit “A” – Administrative Services Department
  - Exhibit “B” – Finance Department
  - Exhibit “C” – Parks and Recreation Department
  - Exhibit “D” – Community Development Department
  - Exhibit “E” – Public Works Department
  - Exhibit “F” – Town Clerk
- 
- Exhibit “G” – Project References
  - Exhibit “H” – Software Products

Please carefully read and use the following guidelines when responding to the Functional Requirements:

- All requirement responses submitted will be considered part of the agreement. Proposers are expected to ensure the delivery and configuration/implementation of all positive responses, except those marked as "N" (Requirement not met).
- For requirement responses that are not marked as "N", Proposers should clearly indicate all modules or products that are required to meet the specific requirement.
- Proposers should also specify the phase of the Project in which the functionality will be implemented for requirement responses that are not marked as "N".



- Responses marked as "Y" (Provided fully functional out of the box or with configuration (no custom development), "Y-CD" (Customization/Software Enhancement (any custom development), or "Y-TP" (Third-Party Software Required to fully provide requirement (third-party software must be proposed) will be considered as included in the scope of the Project.

*Note: If shortlisted, the Proposer shall be required to include the cost of such customization/software enhancements and/or third-party software(s) in its cost proposal.*

- In cases where certain functionality is not currently available but may be within the scope of the Project as generally available features in a future release, Proposers should use the response code "Y-FR" (Planned feature available in a future release) as instructed in the Attachment.

Table 1: Functional Requirements Response Codes

<b>Available Response Codes:</b>	
<b>Y</b>	Provided fully functional out of the box or with configuration (no custom development)
<b>Y-CD</b>	Customization/Software Enhancement (any custom development)
<b>Y-TP</b>	Third-Party Software Required to fully provide requirement (third-party software must be proposed)
<b>Y-FR</b>	Planned feature available in a future release
<b>N</b>	Requirement not met

**Section 4 – Project Implementation Approach (15 points)**

Proposers are required to provide detailed information and documentation regarding their approach to the implementation of their proposed Solution.

This section shall address the following:

- a) **Project Plan:** Proposers must develop and submit a high-level Project Plan that outlines the overall strategy, tasks, and requirements necessary for the successful implementation of the proposed Solution, including a general roadmap with key milestones and tasks.
- b) **ARPA Deadline:** Proposers must acknowledge and agree that, if awarded a contract(s) for the Solution, the Solution must be fully implemented and operational by the ARPA December 2026 expenditure deadline.



**Section 5 – Submittal Package Completeness Including Required Forms/Appendices (5 points)**

Each Proposer shall review, complete, and submit the following appendices within its Proposal submission:

- Appendix “A” – Proposal Confirmation
- Appendix “B” – Indemnification Clause
- Appendix “C” – Non-Collusive Affidavit
- Appendix “D” – Drug Free Workplace
- Appendix “E” - Sworn Statemen of Public Entity Crimes
- Appendix “F” – RFP Addendum Acknowledgement Form
- Appendix “G” – Anti-Kickback Affidavit
- Appendix “H” – Proof of Insurance
- Appendix “I” - Certification Regarding Scrutinized Companie

In addition to the appendices identified above, each Proposer must also provide a certificate that shows proof of authorization to transact business in Florida from the Secretary of State.

**C. Part II, Project Approach Proposal Submission Requirements**

If selected as one of the top three (3) ranked shortlisted firms, the Proposer will be required to submit a Project Approach Proposal as part of RFP Part II. To be eligible for further evaluation and consideration, shortlisted firms will be required to submit the following components and supporting documentation as part of their Part II, Project Approach Proposal:

**Section 1 – Oral Presentation/Demonstration (25 points)**

The shortlisted proposers will be required to perform oral presentations and demonstration of proposed Solutions before the Selection Committee on the dates/times specified in the Schedule of Events.

**Section 2 - Project Timeline for Migration and Implementation of the Solution (20 points)**

Shortlisted Proposers shall provide a comprehensive and detailed Project Timeline for Migration and Implementation of the Solution. The Project Timeline for Migration and Implementation of the Solution shall be in narrative format supported by an activity-level project schedule that breaks down all tasks and activities for implementation of the Solution and a data migration plan to transfer data from the existing systems to the new software solution, ensuring data accuracy, integrity, and completeness.

**Section 3 - Pricing/Fee Structure for the Solution; Appendix “L” (40 points)**

Shortlisted Proposers are required to provide a detailed breakdown of pricing/fee structure for the proposed Solution. The pricing/fee structure will be divided into three categories:



**a) Professional Services:** Proposers must provide fixed pricing by milestone for the Implementation of services. Major milestones should be identified with a payment schedule for the proposed scope. Service costs must be assigned to each milestone, deliverable, or task, with a breakdown. This should include costs for project management, system configuration, data migration, integration, training, Go-live maintenance and support services, and any other relevant professional services required for a successful implementation. All implementation costs, including all necessary travel and expenses, must be submitted as fully loaded rates. For implementation services under this milestone schedule, the Firm shall invoice the Town once the Town has accepted the services per requirements for each milestone.

**b) Software Licensing:** Proposers should provide a comprehensive overview of the software licensing costs for the proposed Solution. This should include details on the licensing model, such as per-user or per-module licensing, the function, as well as the associated costs. The breakdown should clearly indicate the licensing fees for each module, component, or user category, if applicable. Pricing must be provided for the first year of licensing, as well as for up to five additional renewal years. The renewal pricing should be clearly specified, indicating any changes or adjustments that may occur over the renewal period.

**c) Other Fees:** Any additional fees that do not fall under the above professional services and software licensing categories.

#### **Section 4 - Go-Live, Maintenance, and Support Plan (15 points)**

Shortlisted Proposers shall be required to provide a Go-Live, Maintenance, and Support Plan that details the following requirements:

- a) Proposer's approach to ensuring a seamless transition from the existing ERP system, Eden, to the proposed Solution, including contingency strategies to addressing any issues upgrading to the proposed Solution.
- b) Proposer's plan to provide end-user training and assistance to the Town's employees and County IT maintenance and support staff assigned to the Town pursuant to the Interlocal Agreement between the Town and the County necessary to ensure a successful transition to the proposed Solution once live, including help-desk type functions.
- c) Proposer's commitment and strategy for providing ongoing support, maintenance, and training for the Solution.
- d) The Proposer must address how the proposed Solution will be supported and maintained, especially as it pertains to ensuring continued integration of all modules, components, and third-party products comprising the Solution. The Proposer should address how they intend to provide timely, ongoing technical support, maintenance, and troubleshooting services to address any system-related issues or questions.

**FURTHER INSTRUCTIONS AND DETAILS CONCERNING THE PART II, PROJECT APPROACH PROPOSAL AND ORAL PRESENTATIONS AND DEMONSTRATIONS BEFORE THE SELECTION COMMITTEE SHALL BE PROVIDED TO THE SHORTLISTED PROPOSERS AFTER THE SELECTION COMMITTEE SHORTLISTS THE TOP THREE (3) RANKED PROPOSERS.**



#### D. Submission of RFP Part II, Project Approach Proposal

Proposals will be publicly opened and read. All proposers and/or their representative designees are invited to be present.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the Part II, Project Approach Submission Deadline. Any proposal received after the Submission Deadline, whether by mail or otherwise, shall not be accepted under any circumstances. Such proposals will be returned to the Proposer unopened. Any uncertainty regarding the time a proposal is received shall be determined by the Town and may be resolved against the proposer.

Only one (1) proposal from any individual, Firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any proposer has interest in more than one (1) proposal for services or work contemplated; all proposals in which such a proposer is interested will be rejected. Each Proposer, by submitting a proposal in response to this RFP, certifies that this proposal is made without previous understanding, agreement or connection with any person, Firm or corporation making a proposal for the same material, supplies, equipment, or services and is in all respects, fair and without collusion of fraud.

### I.IX EVALUATION METHOD AND CRITERIA

#### A. Evaluation of Part I, Initial Proposals

A Selection Committee appointed by the Town Manager will evaluate and rank Part I, Initial Proposals received by the Submission Deadline based on the criteria and point values listed below:

RFP Part I, Initial Proposals - Evaluation Criteria		Maximum Points
1	<b>Proposer Firm Qualifications and Experience</b>	25
2	<b>Technical Requirements</b>	20
3	<b>Functional Requirements</b>	35
4	<b>Project Implementation Approach</b>	15
5	<b>Submittal Package Completeness including Required Forms/Appendices</b>	5

**Total            100**

The Selection Committee will use an objective-based scoring system to evaluate Part I of the Proposals submitted in response to the RFP. Each section will be scored on a scale of 0 to 5, with 0 being the least favorable and 5 being the most favorable. The score for each section will be multiplied by the "weighted value" assigned to that section to calculate the total score for that section. For example, in the case of the Technical Requirements, a maximum score of 5 multiplied by a weighted value of 4 equals a maximum of 20 points.



The objective-based scoring system criteria is listed below:

Points	Description
0	No information provided.
1	Basic information provided but lacks depth and detail.
2	Adequate information provided, but some depth and details are missing.
3	Good, comprehensive information provided, demonstrating a clear understanding of the project.
4	Excellent information provided with comprehensive details.
5	Exceptional information provided that demonstrates a robust understanding of the Project.

**B. Evaluation of Part II, Project Approach Proposals and Oral Presentations and Solution Demonstrations**

After shortlisting the top three (3) highest ranked Proposers based on Part I, Initial Proposals, the Selection Committee will evaluate, score, and rank the Part II, Project Approach Proposals submitted by the shortlisted Proposals and oral presentations and demonstrations of the Solution before the Selection Committee. The Selection Committee shall evaluate and rank all shortlisted firms using the following evaluation criteria:

RFP Part II, Project Approach Proposals - Evaluation Criteria		Maximum Points
1	<b>Oral Presentation/Demonstration</b> Evaluating the proposer's in-person or virtual oral presentations and solution demonstrations, including the Questions and Answer session.	25
2	<b>Project Timeline for Migration and Solution Implementation</b> Assessing the proposer's timeline and data migration for the Project ensuring it aligns with the Town's timeline, resources, and objectives.	20
3	<b>Pricing</b> Considering the price/fee structure proposal provided by the proposer, including professional services, licensing fees, and other fees.	40
4	<b>Go-Live, Maintenance and Support</b> Assessing the proposer's plan for providing go-live and post implementation maintenance, support and resources.	15

**Total 100**

The Selection Committee will evaluate and rank the top three (3) ranked shortlisted Proposers and make a recommendation for award to the Town Manager and, the Town Manager, in turn, will make a recommendation of award to the Town Council.



### **C. Town Council Selection of Top Ranked Responsible and Responsive Proposer; Authorization to Negotiate Contract(s)**

After the Selection Committee issues a final score and ranking of the shortlisted Proposers and consideration of the Town Manager's recommendation of award, the Town Council will select the top-ranked responsible and responsive Proposer whose Proposal is most advantageous to the Town. Upon selection by the Town Council, the Town Manager will have authority to negotiate such contract(s) and final scope of services and products with the Selected Firm, as set forth in further detail in this RFP. If contract negotiations fail with the selected Firm, the Town may undertake negotiations with next highest-ranked Proposer.

Any award shall be subject to execution of an agreement in form and substance approved by the Town Manager and Town Attorney. Furthermore, the Town Manager, at his sole discretion, reserves the right to present any negotiated Contract(s) to the Town Council for final approval prior to execution.

The contract(s) will be awarded only to a responsible and responsive proposer licensed and qualified by experience to perform the scope of work specified, and most advantageous to the Town.

### **I.X CONTRACT NEGOTIATIONS AND DISCOVERY SESSIONS; AWARD OF AGREEMENT(S)**

After selection of the Proposer(s) by the Town Council, the Town Manager or designee(s) shall negotiate such Contract(s) as may be necessary for the full implementation of the Solution with the selected Proposer(s) at compensation that the Town Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP. As part of contract negotiations, the Proposer(s) shall be required to participate in discovery sessions. Discovery sessions will consist of additional on-site meeting(s) (or remote) to focus on implementation issues and further development of a Statement of Work (SOW) for the Solution.

Should the Town Manager be unable to negotiate a satisfactory contract with the selected Proposer at a price the Town Manager determines to be fair, competitive, and reasonable, negotiations with that Proposer may be terminated. The Town Manager or designee(s) shall then undertake negotiations with the next highest-ranked Proposer, and, if negotiations are terminated, shall continue to each next highest-ranked Proposer until such satisfactory contract(s) are negotiated.

### **I.XI CLARIFICATION AND ADDENDA**

If any person contemplating submitting a proposal under this RFP is in doubt as to the true meaning of the requirements, specifications or other documents (or any part thereof), the proposer must submit to the Office of the Town Clerk a request for clarification via e-mail to [mmelinu@cutlerbay-fl.gov](mailto:mmelinu@cutlerbay-fl.gov). All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery. Any interpretations or clarifications of the RFP, if made, will be made only by Addendum duly issued by the Office of the Town Clerk. A copy of such Addendum will be posted on the Town's website under RFP's. If the Town finds it necessary to add to or amend this document prior to the RFP Submittal Deadline, the Town will issue a written addenda/addendum. Each Firm must acknowledge receipt of each addendum by signing the acknowledgement and providing it with its Proposal Submittal Packet.





The deadline to submit such requests for clarifications for RFP Part I, Initial Proposals are due on or before **Friday, June 21, 2024 at 1:00 PM.**

The deadline to submit such requests for clarifications for RFP Part II, Project Approach Proposal are due on or before **Friday, August 9, 2024 at 1:00 PM.**

## I.XII CERTIFICATION

The signer of the Response to this RFP must declare, by signing the required appendices, which state that the person(s), Firm(s) and parties identified in the Response Submittal Packet are interested in and available for providing the full scope of services; that the Response is made without collusion with any other person(s), Firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response Submittal Packet has full authority to bind the person(s), Firm(s) and parties identified in the Response.

By submitting a Proposal in response to this RFP, the proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

## I.XIII TOWN'S RIGHTS; WAIVER OF IRREGULARITIES

The Town reserves the right to:

1. Reject any or all proposal(s) which are in any way incomplete or irregular, reissue the entire solicitation, or enter into contracts with more than one Proposer;
2. Utilize the services of one or more technical experts to assist in the evaluation of any aspect of the proposals received in response to the RFP at any stage of the RFP, and to negotiate and draft Agreement(s);
3. Accept or reject any and/or all Proposals or parts of Proposals;
4. Workshop or negotiate any and all Proposals;
5. Select and award Proposer(s) for all or any portion of the Project;
6. Waive irregularities in any Proposal;
7. Cancel or discontinue this RFP process;
8. Request new Proposals for implementation of the Project; and
9. Shortlist any or all Proposers and conduct personal interviews or require presentations by any or all Proposers prior to ranking, or at any time during the evaluation process, or at any duly noticed Town Council Meeting where selection and award is made.

The Town Council shall make the final determination and award of any contract(s) to the selected Proposer(s) based on their Proposal(s), subject to negotiation and approval of contract(s.)

## I.XIV RETENTION OF RESPONSES

All materials submitted in response to this RFP shall become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any Proposal or responses to the RFP, whether amended or not, and selection or rejection of Proposal does not affect this right.





## I.XV PRESENTATION COSTS

The Town shall not be liable for any costs, fees, or expenses incurred by any Firm in responding to this RFP subsequent inquiries, presentations, or demonstrations of the Solution relating to its Proposal.

## I.XVI INSURANCE AND PERFORMANCE AND PAYMENT BONDS

### A. Insurance Requirements

Prior to execution of an agreement with the Town, the successful Firm shall provide certificates evidencing minimum insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The certificates shall clearly indicate that the successful Firm has obtained insurance of the type, amount, and classification as required and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative. Compliance with the foregoing requirements shall not relieve the successful Firm of its liability and obligations under the agreement.

1) Commercial General Liability Insurance: The successful Firm shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of two-million-dollars (\$2,000,000.00) per occurrence to protect it and the Town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Firm or by anyone directly employed by or contracting with the successful Firm.

2) Business Automobile Liability: The successful Firm shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of one-million-dollars (\$1,000,000.00) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non- owned automobiles, including rented automobiles whether such operations be by the successful Firm or by anyone directly or indirectly employed by the successful Firm.

3) Workers' Compensation Insurance: The successful Firm shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

4) Technology Errors & Omissions/Professional Liability Insurance: The successful Firm shall maintain, during the life of the agreement, Technology Errors & Omissions/Professional Liability Insurance in an amount not less than \$2,000,000 per claim.

5) Cyber Liability Insurance: The successful Firm shall maintain, during the life of the agreement, Cyber Liability Insurance to include data breach and third-party liability, in an amount not less than \$2,000,000 per claim.

The Firm shall also maintain other required insurance coverage specific to the services to be provided.



## B. Performance and Payment Bond Requirements

Upon award of this project, the successful Proposer(s) shall furnish a Performance and Payment Bond, or alternative form of performance and payment security such as a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total amount awarded under this project. Receipt of said Performance and Payment Bond or alternative form of security shall occur no later than ten (10) calendar days after award of this project. No commencement of work shall be authorized by the Town without receipt of the Performance and Payment Bond or alternative security.

1. The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the Town of Cutler Bay, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
  - a) The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access [www.ambest.com](http://www.ambest.com).
  - b) In lieu of a Payment and Performance Bond, the successful Proposer(s) may select one (1) of the below listed alternative methods to provide the required security:
    - i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the Town of Cutler Bay.
    - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the Town of Cutler Bay. The irrevocable Letter of Credit shall contain the following:

The "Beneficiary" shall be stated as:  
Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189

The Letter of Credit shall also contain the following language:  
  
"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."
    - iii. Cash (U.S. currency only).
  - c) The terms of the Payment and Performance Bond or alternative form of security used shall be:
    - i. The successful Proposer(s) shall assure faithful performance of this project.



- ii. The successful Proposer(s) shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project.
  - iii. Any interest earned as a result of the Town depositing the accepted money order, certified or cashier's check, or cash received into an interest-bearing account shall be retained by the Town; and,
  - iv. Nothing in this section shall be construed to limit the authority of the Town Counsel or the Town Manager to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the Town.
2. Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Proposer(s) to request in writing from the Town the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the Town, or expiration in a satisfactory manner of the awarded agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful Proposer(s) in writing.

## I.XVII LAWS/ORDINANCES

The proposer shall observe and comply with all Federal, State, Local and Municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure to familiarize the proposer with applicable laws will in no way relieve the proposer from responsibility.

## I.XVIII ERRORS AND OMISSIONS

The Town is not required to accept any request by any proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the Request for Proposals may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.

## I.XIX CONTRACT DELIVERY/PERIOD AND PLACE OF PERFORMANCE

The contract delivery for this solution will allow the Firm to work both on-site and remotely, as necessary. While some tasks may require on-site presence for specific meetings, training sessions, or collaborative activities, most of the work can be performed remotely.

The place of performance will primarily be the Firm's premises for remote work, with occasional on-site presence required at the Town's designated locations for specific activities. The Firm shall coordinate with the Town's designated project manager to schedule any on-site visits and ensure compliance with any relevant safety and security protocols.



With the use of ARPA funding and in compliance with the laws, rules, regulations, policies, and guidelines required by the American Rescue Plan Act, the contract delivery for this solution must be awarded by December 2024 and funds fully expended by 2026.

Travel and expenses related to on-site visits and other project-related travel should be included in the pricing provided in the proposal response to this RFP.

## I.XX WARRANTIES OF USAGE

No warranty is given or implied by the Town as to any components listed in this RFP and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all, or any part, of the Proposal, and to increase or decrease locations of proposer's Proposal to meet additional or reduced requirements of the Town.

## I.XXI ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Firm assign any monies due or to become due, without the previous written consent of the Town Manager or his designee.

## I.XXII COLLUSION

The proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous Firms or corporations offering a proposal for the same items, or with the Town. The proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

## I.XXIII PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701, Florida Statutes, the Town shall not give preference to any proposer based on their social, political, or ideological interests, nor shall the Town request documentation of or consider any of the proposer's social, political, or ideological interests.

## I.XXIV CAMPAIGN FINANCE RESTRICTIONS ON FIRMS

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, Firms of the Town are required to disclose any campaign contributions to the Office of the Town Clerk, and each Firm must do so prior to and as a condition of the award of any Town contract to the Firm.

## I.XXV FIRMS' CAMPAIGN CONTRIBUTION DISCLOSURE

- A) General requirements:
  - 1) Any Firm required to disclose campaign contributions pursuant to the Charter of the Town, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by Firms for such disclosure.



- 2) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Firm.
  - 3) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
  - 4) If an existing Firm makes a contribution, the Firm must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
  - 5) The Town Clerk shall file a quarterly report with the Council, which lists all the Firm disclosures in the quarter.
- B) Disqualification:
- 1) As per Section 7.6 of the Town Charter, if a Firm of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the Town for a period of two (2) years following the swearing in of the subject elected official.

## I.XXVI LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code Provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information. Proposers shall complete a "Lobbyist Registration for Oral Presentation" form and all persons listed thereon shall be considered to be registered only for the purposes of the oral presentation, if any. Lobbyists are required to register and pay applicable fees prior to engaging in any other lobbying activity.

## I.XXVII PUBLIC RECORDS LAW

The Firm acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Florida State Statute, Chapter 119.

Firm agrees to keep and maintain public records in Firm's possession or control in connection with Firm's performance under this Agreement. The Firm additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Firm shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

Upon request from the Town's custodian of public records, Firm shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.



Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any/and all public records relating to the Agreement in the possession of the Firm shall be delivered by the Firm to the Office of the Town Clerk, at no cost to the Town, within seven (7) days. All such records stored electronically by Firm shall be delivered to the Town in a format that is compatible with the Town's information technology systems.

Once the public records have been delivered upon completion or termination of this Agreement, the Firm shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to Firm shall be withheld until all records are received as provided herein. Firm's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

### **SECTION 119.0701(2)(A), FLORIDA STATUTES**

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

**Custodian of Records:** Mauricio Melinu, Town Clerk, CMC

**Mailing address:** 10720 Caribbean Boulevard  
Suite 105  
Cutler Bay, FL 33189

**Telephone number:** (305) 234-4262

**Email:** [mmelinu@cutlerbay-fl.gov](mailto:mmelinu@cutlerbay-fl.gov)

### **I.XXVIII CONE OF SILENCE**

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualification ("RFQ") or Invitation to Bid (ITB), between:

- A) A potential Firm, service provider, proposer, or lobbyist; and
- B) The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's Selection Committee.



The Cone of Silence shall be imposed upon each RFP, RFQ and ITB after the advertisement of said RFP, RFQ, or ITB. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Council.

The Cone of Silence shall not apply to:

- 1) Oral communications at pre-proposal conferences.
- 2) Oral presentations before Selection Committees.
- 3) Public presentations made to the Town Council during any duly noticed public meeting.
- 4) Communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFP, RFQ or Proposal documents. The proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request.
- 5) Communications regarding a particular RFP, RFQ or Proposal between a potential Firm, service provider, proposer, lobbyist or Firm and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, RFQ or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- 6) Communications with the Town Attorney and his or her staff.
- 7) Duly noticed site visits to determine the competency of proposers regarding a particular Proposal during the time period between the opening of Proposals and the time the Town Manager makes his or her written recommendation.
- 8) Any emergency procurement of goods or services pursuant to Town Code.
- 9) Responses to the Town's request for clarification or additional information.
- 10) Contract negotiations during any duly noticed public meeting.
- 11) Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential Firm, service provider, proposer, or lobbyist and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney's office at (305) 854-0800 for any questions concerning the Cone of Silence compliance.





## I.XXIX POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information regarding Part I, Initial Proposals shall be submitted in writing to Mauricio Melinu, CMC, Town Clerk via e-mail to [mmelinu@cutlerbay-fl.gov](mailto:mmelinu@cutlerbay-fl.gov) on or before **Friday, June 21, 2024** at **1:00 PM** (EST).

Any inquiries concerning clarifications of solicitation or for additional information regarding Part II, Project Approach Proposals shall be submitted in writing to Mauricio Melinu, CMC, Town Clerk via e-mail to [mmelinu@cutlerbay-fl.gov](mailto:mmelinu@cutlerbay-fl.gov) on or before **Friday, August 9, 2024** at **1:00 PM** (EST).

The Town shall not be responsible for oral interpretations given by any Town employee or its representative.

## I.XXX AMERICAN RESCUE PLAN ACT PROVISION

**By submitting a Proposal in response to this RFP, Proposer acknowledges that compensation for the Services performed under the Agreement(s) awarded pursuant to this RFP shall be fully or partially funded using ARPA Funding.** In order to utilize ARPA funding, the Town shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Successful Proposer shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; and (vi) The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations is available for inspection by the Contractor at the Office of the Town Clerk and at the following Town link: <https://www.cutlerbay-fl.gov/arpa>

## I.XXXI WOMEN/MINORITY OWNED AND EMERGING SMALL BUSINESS BID SUBMITTAL

Town affirms it has encouraged women-owned, and disadvantaged businesses as proposers for the Solution and to be responsive to the opportunity of the award of this contract.

Firm, or any subconsultants performing work under this contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Firm shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this contract. Failure by the Firm to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as the Town deems appropriate.

**[END OF SECTION]**





## SECTION II

### II.I SCOPE OF SERVICES

The primary objective of the Scope of Services is to define the specific requirements and deliverables expected from the selected Firm. The Scope of Services outlines the core functions and departmental applications that should be integrated within the Solution. It also includes system features, implementation and deployment requirements, project timelines and milestones, maintenance, training, and support expectations:

### II.II FUNCTIONAL SCOPE

The functional scope section of this RFP outlines the various functions and capabilities required for the proposed Solution. It provides an overview of the functional areas that the Solution should cover, along with their corresponding descriptions. Additionally, the section includes a table that lists the current systems in use within the Town of Cutler Bay, specifying whether they are to be integrated, replaced, or both as part of the proposed Solution. This information serves as a reference point for proposers to understand the existing landscape and align their proposed Solution accordingly.

#### Functional Areas

<b>Department / Functional Area</b>	<b>Existing system</b>
<b>Administrative Services Department</b>	
Customer Portal	No System
<b>Finance Department</b>	
Finance and Accounting	Eden
<b>Parks and Recreation Department</b>	
Park Reservation System	No System
<b>Community Development Department</b>	
Permitting and Licensing	Eden
Inspections	Eden
Planning and Zoning	Eden
Code Compliance	Eden
<b>Public Works Department</b>	No System
<b>Town Clerk</b>	
Records Management	Laserfiche
Contractor Management	Eden



## Current Systems

<b>Application Name</b>	<b>Description</b>	<b>Plan</b>
<b>Adobe DC Pro Version</b> <i>2023.006.20360</i>	PDF editor with added features like audio, video, and interactive objects.	Interface
<b>ArcGIS Desktop</b>	An application used to create, analyze, manage, and share geographic information.	Interface
<b>Bluebeam Revu</b> <i>20.0.2</i>	Software application used for marking up Architecture, Engineering, and Construction plan PDF documents. The studio session feature allows users from any location to participate in a collaborative review.	Interface
<b>Eden version</b> <i>5.29.1</i>	Eden is a comprehensive enterprise resource planning (ERP) system used by the Town of Cutler Bay (TOCB) to manage various aspects of its operations. This cloud-based solution offers a wide range of functionalities, including financial management, permitting, asset management, and revenue management. Eden serves as a central hub for the TOCB's administrative and operational needs.	Replace
<b>eScribe Meetings software</b>	Provides end-to-end meeting management solutions for local governments and school boards.	Interface
<b>GovQA</b>	Portal used to manage service requests to the Town Manager's office.	Interface/Replace
<b>Microsoft Office</b> <i>365 MSO (16.0.13426.20270) 32 bit</i>	Suite of applications that includes Microsoft Word, Excel, PowerPoint, Teams, Outlook, Exchange, OneDrive, and SharePoint.	Interface
<b>Municode/CivicPlus Website</b>	Allows users to navigate to print, save, email and link to desired sections of the Online Code of Ordinances with greater efficiency.	Interface



<b>Application Name</b>	<b>Description</b>	<b>Plan</b>
<b>Tyler Cashiering</b> <i>2017.3.1</i>	An integrated cashiering solution for local government and public administration organizations.	Replace
<b>Zoom VDI</b> <i>5.14.23370</i>	Video conferencing platform that is used through a computer desktop or mobile app and allows users to connect online for video conferencing meetings, webinars, and live chat.	Interface
<b>Adobe All Apps Plan</b>	A suite of applications that include Photoshop, Illustrator, Acrobat Pro, Premiere Pro, InDesign and Adobe Express.	N/A
<b>AlphaNET 3.0</b> <i>Site Manager</i> <i>3.0.15</i>	Messaging software to communicate special events, incentives, news and congratulations that contain text with logos, graphics and animations.	N/A
<b>Ceridian</b> <i>Payroll 17.2.0.0</i>	Payroll processing application.	N/A
<b>Exclaimer Cloud</b>	An email signature management solution that lets you centrally manage Microsoft 365 signatures for all users and devices, via an easy-to-use web portal.	N/A
<b>OnGuard 8.0</b> <i>8.0.458.0</i>	Door Control software.	N/A
<b>Remedy</b>	Ticketing system used for Help Desk.	N/A

## II.III TECHNICAL REQUIREMENTS

System Evaluation: The Firm will review the provided list of system functions and requirements and propose a comprehensive Solution that meets the Town's needs. The Firm shall identify the necessary software, systems, and modules required to deliver the proposed solution.

System Architecture and Compliance: The Firm will propose a system architecture that supports scalability, performance, and reliability requirements of the Solution while ensuring compliance with relevant standards and regulations. This includes determining the appropriate infrastructure, deployment considerations, and implementing security controls, data handling processes, and audit trails to maintain compliance.



**System Setup:** The Firm will install and configure the Solution based on the proposed design. This includes setting up user accounts, defining user roles and permissions, configuring system preferences, and customizing the solution to align with the Town's specific requirements and workflows.

**System Integration:** The Firm will design and configure the software solution to ensure seamless integration of the identified modules and systems. This includes establishing data interfaces, defining data mappings, web services, APIs and ensuring compatibility between existing and new components proposed.

**Data Management and Migration:** The Firm will provide robust data management capabilities within the Solution, including features for data storage, retrieval, manipulation, and reporting. The Solution should support data cleansing, data validation, and data governance practices to ensure data quality and accuracy. The Firm will also develop and execute a data migration plan to transfer data from the existing systems to the new software solution, ensuring data accuracy, integrity, and completeness. The following table defines the functional area and items with the conversion period of data to cover for the data migration.

Functional Area	Item	Conversion Period
Finance and Accounting	General Ledger Accounts	Up to 5 Years
Finance and Accounting	Accounts Payable – Firms	Up to 5 Years
Finance and Accounting	Accounts Receivable - Customers	Up to 5 Years
Permitting and Licensing	Permits	Up to 5 Years full data. After 5 years, minimum data to be defined.
Permitting and Licensing	Licenses	Up to 5 Years full data. After 5 years, minimum data to be defined.
Inspections	Inspections	Up to 5 Years full data. After 5 years, minimum data to be defined.
Code Compliance	Violations	Up to 5 Years full data. After 5 years, minimum data to be defined.

**Disaster Recovery:** The Firm will design and implement a disaster recovery plan for the Solution. This includes establishing backup and restore procedures, off-site data replication, and failover mechanisms to ensure business continuity in the event of a system failure or disaster.

**Security Management:** The Firm will implement comprehensive security measures to protect the Solution and the data it processes. This includes user authentication and authorization controls, encryption of sensitive data, intrusion detection and prevention systems, regular security assessments and audits, and adherence to relevant security standards and best practices.



## II.IV IMPLEMENTATION

Project Planning: The selected Firm will be required to develop a comprehensive project plan outlining milestones, timelines, and resource allocation strategies for the successful implementation of the Solution. This plan must consider dependencies, risks, and mitigation strategies to ensure the project stays on track.

Project Management: A dedicated project manager will be assigned by the Firm to act as the primary point of contact. This manager will oversee the execution of the project, coordinating activities, monitoring progress, and providing regular updates to the Town's project team.

Change Management: The chosen Firm will work closely with the Town to manage the transition and change associated with the implementation of the new Solution. This involves the development of effective change management strategies, conducting training sessions, and facilitating user adoption of the system.

Post-Implementation Support: The Firm will offer ongoing technical support, maintenance, and troubleshooting services to address any system-related issues or questions. The support should include timely response to inquiries and efficient resolution of problems through a designated help desk or ticketing system.

## II.V REQUIRED FORMS

In addition to the Exhibits noted in the previous sections, review and complete the following Forms defined as Appendix's in the solicitation. and include them in your proposal.

- Appendix "A" – Proposal Confirmation
- Appendix "B" – Indemnification Clause
- Appendix "C" – Non-Collusive Affidavit
- Appendix "D" – Drug Free Workplace
- Appendix "E" - Sworn Statemen of Public Entity Crimes
- Appendix "F" – RFP No. 24-03 Addendum Acknowledgement Form
- Appendix "G" – Anti-Kickback Affidavit
- Appendix "H" – Proof of Insurance
- Appendix "I" - Certification Regarding Scrutinized Companies

In addition to the Appendix's, provide a certificate that shows proof of authorization to transact business in the State from the Florida Secretary of State.

**[END OF SECTION]**



## SECTION III

### III.I FEE STRUCTURE

If shortlisted by the Town Selection Committee, the shortlisted Proposers shall be required to provide a detailed breakdown of pricing for the proposed Solution as part of Part II, Project Approach Proposal. The pricing will be divided into three categories:

- **Professional Services:** Proposers must provide fixed pricing by milestone for the Implementation of services. Major milestones should be identified with a payment schedule for the proposed scope should be included. Service costs must be assigned to each milestone, deliverable, or task, with a breakdown. This should include costs for project management, system configuration, data migration, integration, training, and any other relevant professional services required for a successful implementation. All implementation costs, including all necessary travel and expenses, must be submitted as fully loaded rates.
- **Software Licensing:** Proposers should provide a comprehensive overview of the software licensing costs for the proposed solution. This should include details on the licensing model, such as per-user or per-module licensing, the function, as well as the associated costs. The breakdown should clearly indicate the licensing fees for each module, component, or user category, if applicable. Pricing must be provided for the first year of licensing, as well as for up to five additional renewal years. The renewal pricing should be clearly specified, indicating any changes or adjustments that may occur over the renewal period.
- **Other Fees:** Any additional fees that do not fall under the software licensing and professional services categories.

**[END OF SECTION]**



## SECTION IV

### E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all firms/Firms/consultants doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subFirms.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

### ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Counciled)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath



**Town of Cutler Bay Professional Services Agreement  
SINGLE EXECUTION AFFIDAVITS**

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

**THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE FIRM  
AND NOTARIZED BELOW. IN THE EVENT THE FIRM CANNOT SWEAR TO ANY OF THESE  
AFFIDAVIT STATEMENTS, THE FIRM IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT  
ELIGIBLE TO SUBMIT A BID/PROPOSAL OR PERFORM THE SERVICES.**

**THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF CUTLER BAY  
AND ARE STATEMENTS MADE:**

By: \_\_\_\_\_

For (Name of Proposing or Bidding Entity): \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity does not have a FEIN, include the Social Security Number of the individual signing  
this sworn statement. SS#: \_\_\_\_\_)

**Americans with Disabilities Act Compliance Affidavit**

The above-named firm, corporation or organization is in compliance with and agrees to  
continue to comply with, and assure that any subFirm, or third-party Firm under this Project  
complies with all applicable requirements of the laws listed below including, but not limited  
to, those provisions pertaining to employment, provision of programs and services,  
transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Firm Initials





### Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(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 misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(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.

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.

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/proposals or applies to bid/proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

#### **(INDICATE WHICH STATEMENT APPLIES.)**

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 ad 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 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.

\_\_\_\_\_  
Firm Initials

**No Conflict of Interest or Contingent Fee Affidavit**

1. Firm warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation.
2. Firm also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances.
3. Further, Firm acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Firm should the Firm be selected for the performance of this contract.

\_\_\_\_\_  
Firm Initials



### **Business Entity Affidavit**

Firm hereby recognizes and certifies that no elected official, board member, or employee of the Town shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Firm or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Firm. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Firm. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Firm recognizes that with respect to this transaction or bid/proposal, if any Firm violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Firm may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

\_\_\_\_\_  
Firm Initials

### **Anti-Collusion Affidavit**

1. Firm has personal knowledge of the matters set forth in its bid/proposal and is fully informed respecting the preparation and contents of the attached bid/proposal and all pertinent circumstances respecting the bid/proposal.
2. The bid/proposal is genuine and is not a collusive or sham bid/proposal; and
3. Neither the Firm nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Firm, firm, or person to submit a collusive or sham bid/proposal, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other firm, consultant or person to fix the price or prices in the attached bid/proposal or of any other Firm, or to fix any overhead, profit, or cost element of the bid/proposal price or the bid/proposal price of any other Firm, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

\_\_\_\_\_  
Firm Initials



**Sworn Signature of Proposing Entity Representative and Notarization  
for all above Affidavits follows on the next page.**

**In the presence of:**

**Signed, sealed and delivered by:**

\_\_\_\_\_  
**Witness #1 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Witness #2 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me the undersigned, personally appeared \_\_\_\_\_, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Counciled)**

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**[END OF SECTION]**



## SECTION V

### V.I PART I, PROPOSAL REQUIREMENTS CHECKLIST

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Appendices	Title	Form Attached?	
		Yes	No
-	Firm's Proposal Package: Including one (1) original, three (3) copies and one (1) USB drive.		
A	Proposal Confirmation		
B	Indemnification Clause		
C	Non-Collusive Affidavit		
D	Drug-Free Workplace Form		
E	Sworn Statement on Public Entity Crimes		
F	RFP No. 24-03 Addendum Acknowledgement Form		
G	Anti-Kickback Affidavit		
H	Proof of Insurance		
I	Certification Regarding Scrutinized Companies		







APPENDIX C
Non-Collusive Affidavit

STATE OF FLORIDA )
) ss:
COUNTY OF MIAMI-DADE )

\_\_\_\_\_ (Proposer/ Firm) being first duly sworn deposes and says that:

- a. S/he is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
b. S/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
c. Such Proposal is genuine and is not collusive or a "sham" Proposal;
d. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other proposer, or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:

\_\_\_\_\_  
PROPOSER/ FIRM

Signed, sealed, and witnessed in the presence of:

By:

By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_





APPENDIX C (Continued)  
Acknowledgement

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )

BEFORE ME, the undersigned authority personally appeared to me, well known, and known by me to be, the person described herein and who executed the foregoing affidavit and acknowledged to and before me that \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent), executed said affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public Signature

[State of Florida at Large Notary Seal]

\_\_\_\_\_  
Notary Printed Name

Council Number: \_\_\_\_\_

Council Expiration Date: \_\_\_\_\_



## APPENDIX D Drug-Free Workplace Form

The undersigned Firm in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ (Business Name), does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection one (1).
4. In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will obey by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



## APPENDIX E Sworn Statement on Public Entity Crimes

### SECTION 287.133(3)(a), FLORIDA STATE STATUTES

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 the Town of Cutler Bay

By \_\_\_\_\_  
Print Name and Title

For \_\_\_\_\_  
Print Business Name Submitting Sworn Statement

Whose business address is:  
\_\_\_\_\_  
\_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(9)(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 the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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 than an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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.



## APPENDIX E (CONTINUED) Sworn Statement on Public Entity Crimes

### SECTION 287.133(3)(a), FLORIDA STATE STATUTES

- c. 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 proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement [indicate which statement applies].

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ This 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 Firm list. [Attach a copy of the final order]



APPENDIX E (Continued)
Sworn Statement on Public Entity Crimes

SECTION 287.133(3)(a), FLORIDA STATE STATUTES

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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 HAT 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.

Proposer's Signature

Date

Printed Name

STATE OF FLORIDA )
) ss:
COUNTY OF MIAMI-DADE )

BEFORE ME, the undersigned authority personally appeared to me, well known, and known by me to be, the person described herein and who executed the foregoing affidavit and acknowledged to and before me that \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent), executed said affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Council Number: \_\_\_\_\_

Council Expiration Date: \_\_\_\_\_



APPENDIX F  
RFP No. 24-03 Addendum Acknowledgement Form

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Name



APPENDIX G
Anti-Kickback Affidavit

STATE OF FLORIDA )
) ss:
COUNTY OF MIAMI-DADE )

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the Town of Cutler Bay, its elected officials, and (Business Name) or its design Firm s, as a Council, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By Print Name and Title

For Print Business Name Submitting Proposal

Sworn and subscribed before me on this \_\_\_ day of \_\_\_, 2024.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Council Number: \_\_\_\_\_

Council Expiration Date: \_\_\_\_\_



APPENDIX H  
Proof of Insurance

**[THIS SPACE LEFT INTENTIONALLY BLANK – TO BE COMPLETED AT TIME OF AWARD]**





## APPENDIX I Certification Regarding Scrutinized Companies

### SECTION 287.135, FLORIDA STATE STATUTES

1. Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Firm or its subcontractors are found to have submitted a false certification; or if the Firm, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Firm, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Firm, its affiliates, or its s subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Signed, sealed and delivered by:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PRINT BUSINESS NAME

Signed, sealed, and witnessed in the presence of:

By:  
*Witness No. 1*

By:  
*Witness No. 2*

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_



APPENDIX I (Continued)
Certification Regarding Scrutinized Companies

SECTION 287.135, FLORIDA STATE STATUTES

STATE OF FLORIDA )
) ss:
COUNTY OF MIAMI-DADE )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me the undersigned, personally appeared \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification, and who did (did not) take an oath, whose name(s) is/are subscribed to the within instrument, and s/he/they acknowledge that s/he/they executed it.

Witness my hand and official seal:

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Council Number: \_\_\_\_\_

Council Expiration Date: \_\_\_\_\_



## SECTION VI

### EXHIBITS “A” - “H” TO BE PROVIDED AS A SEPARATE DOCUMENT

#### EXHIBITS “A” - “H”

Exhibit “A”	Administrative Services Department
Exhibit “B”	Finance Department
Exhibit “C”	Parks and Recreation Department
Exhibit “D”	Community Development Department
Exhibit “E”	Public Works Department
Exhibit “F”	Town Clerk
Exhibit “G”	Project Reference
Exhibit “H”	Software Products

Note: Exhibits “A” - “F” are the Functional Requirements provided via Excel Sheet to allow responses to be electronically filled.

Exhibit “G” – Please refer to section (c) *Similar Projects and Past Performance*, Page 15 of RFP.

Exhibit “H” - Please refer to section (h) *Software Products*, Page 16 of RFP.