

# REQUEST FOR PROPOSAL

## Agenda Management Software

**RFP No. 2018-36**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Nelson Rodriguez  
Councilmember Luis Collazo  
Councilmember Timothy Daubert  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Marilyn Ruano**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>DATE ISSUED:</b>	<b>JULY 30, 2018</b>
<b>PRE-PROPOSAL CONFERENCE:</b>	<b>10:00AM, AUGUST 9, 2018</b>
<b>CLOSING DATE:</b>	<b>11:00AM, AUGUST 21, 2018</b>

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## SECTION A. NOTICE TO PROPOSERS

**RFP Name:** Agenda Management Software  
**RFP No.:** 2018-36  
**Pre-Proposal Conference:** Non-Mandatory, 10:00AM, August 9, 2018  
**Proposals Due:** **11:00AM, August 21, 2018**

### A1. SOLICITATION OVERVIEW:

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Responses from qualified firms to provide Agenda Management Software ("Software"). See Section B of the Contract, for a full scope of services and additional specifications. Proposals must be submitted in the form of one (1) original and five (5) copies and flash drive for each component of the Response. Proposers must submit a Technical component and a Price component in separate sealed packages for a complete Response. All Responses **must** be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, **by no later than 11:00AM on August 21, 2018**, at which time the Technical component of each Response will be opened.

A Non-Mandatory, Pre-Proposal Conference is scheduled for 10:00AM, August 9, 2018, at the Town of Miami Lakes, 6601 Main Street, Miami Lakes, FL 33014. It is strongly recommended that potential Proposers attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting.

### A2. GENERAL INSTRUCTIONS:

**Proposers must carefully review all the materials contained herein and prepare their Responses in accordance with this RFP.** The detailed requirements set forth below will be used to evaluate the Responses and failure of a Proposer to provide the information requested for a specific requirement may render their Response non-responsive and will result in rejection.

Copies of the RFP will only be made available on Public Purchase and the Onvia DemandStar ("DemandStar") website. Copies of the RFP, including all related documents can be obtained by visiting the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com) or at DemandStar's website at [www.demandstar.com](http://www.demandstar.com). It is strongly recommended that you register with either service to stay informed as to the status of this solicitation.

### A3. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:

To be eligible for award, Proposers must:

1. Have at least five (5) years of automated agenda management experience; and
2. Have at least three (3) references in the government market (successfully completed automated agenda management projects) within the last five (5) years; and
3. Software must be ADA compliant.

The Town will consider a Proposer as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

**A4. CONE OF SILENCE:**

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

**END OF SECTION**

## SECTION B. SUBMISSION OF A RESPONSE

### B1. SUBMITTAL REQUIREMENTS

This Request for Proposal ("RFP") consists of two parts; a technical component ("Technical") and a Price component ("Price"), both of which when combined constitute the Proposer's response ("Response") to the RFP. Proposers submitting a Response to this RFP must submit both the Technical and Price components. Responses must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

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#### **Agenda Management Software**

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in Section A of the RFP, in order to be considered responsive. Faxed documents are **not** acceptable. **Responses received at any other location than the Town Clerk's Office or after the Proposal due date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFP. Subcontractors may be included in more than one Response submitted by more than one Proposer. An individual, firm, partnership, corporation, or business entity that submits a Response may not be a subcontractor on another Response submitted under this RFP. Responses from joint ventures will not be considered. Where Proposer is listed as a subcontractor on another Proposal both Proposals will be rejected as non-responsive.

### B2. ADDITIONAL INFORMATION OR CLARIFICATION

Proposers must e-mail their requests for additional information or clarifications ("RFI") in accordance with the "Cone of Silence" requirements. Requests for additional information or clarifications **must** be submitted to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). The request must include the Proposer's name, the RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than** seven calendar days prior to the proposal due date. Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole discretion, may not issue a response to an RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail.

**Addenda will be posted and made available on Public Purchase and DemandStar and it is the Proposer's sole responsibility** to ensure receipt of all addendum prior to submitting its Response. The Proposer should check the Public Purchase or DemandStar for all addenda. The Town's solicitations can be found on Public Purchase at:

<https://www.publicpurchase.com/gems/buyer/home/home?sso=43b9b3fa9ce2c518efe9c9c66cc48b1b>  
and on DemandStar at [www.DemandStar.com](http://www.DemandStar.com).

The Proposer must complete and sign the Acknowledgment of Addenda and include it or copies of the signed Addendum acknowledging receipt, or signed copies of each Addendum, in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion, determine that such failure to acknowledge any or all addendum does

not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

### **B3. PRICE PROPOSAL**

The Price Proposal Form requires that Proposers provide pricing for each line item listed on the Form.

The Price Proposal component of the Response will be opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The price score will be incorporated into the overall rating and ranking of the Responses.

The Town reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the Town.

### **B4. AWARD OF A CONTRACT**

A Contract **may** be awarded to the Successful Proposer of this RFP by the Town Council, based upon the qualification requirements and Town Manager's recommendation. The Town reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer, where it is determined to be in the Town's best interests. The Town reserves the right to cancel this solicitation entirely, in which case no award will be made. Therefore, the Town does not represent that any award will be made.

### **B5. CONTRACT EXECUTION**

The Proposer(s), by submission of its Proposal, agrees to the terms and conditions contained in the contract, attached hereto as Exhibit "A," ("Contract") and further agrees to execute the Contract without change. However, the Town, in its sole discretion, reserves the right to negotiate the final Contract Price or other terms and conditions.

**Responses that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.**

The Proposer(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Proposal. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Proposer(s). The Proposer must submit proof of signing authority in the form of the Certificate of Authority form included with this RFP, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Proposer(s) selected to provide the work requested herein (the "Successful Proposer(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with the Evaluation Committee's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority).

### **B6. UNAUTHORIZED WORK**

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) is done at the Proposer's own risk, will be deemed non-compensable by the Town, and Proposer will not have any recourse against the Town for performing unauthorized work.

### **B7. CHANGES/ALTERATIONS**

Responses will be valid and irrevocable for at least 120 days after the submission deadline. Proposer may change or withdraw a Response at any time prior to the submission deadline. All changes or withdrawals must be made in writing to the Procurement Department. Oral/Verbal modifications will not be allowed and will be disregarded. No written modifications will be accepted after the submission deadline. Proposers must



not assign or otherwise transfer their Response. A transfer or assignment of the Response will result in the rejection of the Response as non-responsive.

#### **B8. SUBCONTRACTOR(S)**

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the work required under this RFP. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Proposal the major Subcontractor(s) to be utilized in the performance of the Work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are to be considered employees or agents of the Town.

#### **B9. DISCREPANCIES, ERRORS, AND OMISSIONS**

Any discrepancies, errors, omissions or ambiguities in the RFP or addenda (if any) should be reported in writing to the Procurement Department in the same manner as provided for in Section B2, Additional Information or Clarification. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

#### **B10. DISQUALIFICATION/REJECTION OF RESPONSES**

***This RFP requires the use and submission of specific Town Forms, along with any supporting documentation or information that may be requested herein. These forms and documents are required for being considered responsive to the solicitation. Failure to utilize Town Forms or to submit supporting documentation or information will result in the rejection of the Response as non-responsive. Modification of, retyping, or any other unauthorized alteration of Town Forms will result in the rejection of the Response as non-responsive.***

The Town reserves the right to disqualify Responses before or after the submission deadline upon evidence of, including but not limited to, collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response, to reject any or all Responses in whole or in part, or to cancel this RFP and reissue another for the same or similar services.

Throughout the RFP, the phrases “must,” “will,” and “shall” denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

The Town reserves the right to reject a Response from any Proposer(s) who has had performance issues under other contracts with the Town, including, but not limited to, issues performing to contractual standards, failure to deliver projects or services on time, default, or other significant issues the Town deems relevant. The Town may also reject a Response when it determines, in its sole discretion, that the Proposer is not in a position to perform the requirements defined in this RFP.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

**B11. PROPOSER'S EXPENDITURES**

Proposer acknowledges and agrees that any expenditure it makes in the course of preparing and submitting a Response or in providing any information requested by the Town in connection with this RFP are exclusively at the expense of the Proposer. The Town will not pay for or reimburse any expenditure, or any other expense incurred by Proposer in connection with preparing and submitting a Response, remaining in compliance with the RFP and Contract Documents after a recommendation of award is made, or filing for administrative or judicial proceedings resulting from the solicitation process.

**B12. DUE DILIGENCE/INSPECTION OF SITE**

Proposers should carefully examine the site of the proposed Work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the Contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Contract Documents, nor will such pleas be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

**B13. EXECUTION OF RESPONSE**

The Proposal must be physically and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the required Certificate of Authority, which is attached hereto as a required form. Any person signing the Response as an agent of the Proposer must include legal evidence of signing authority. Failure to properly execute the Response may result in the Response being rejected as non-responsive.

Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be the basis for rejection of the Response.

Proposer acknowledges and agrees that submitting its Response to this RFP does not constitute an agreement or contract with the Town.

**B14. CERTIFICATION OF ACCURACY OF PROPOSAL**

Proposer, by virtue of submitting its Response, certifies and attests that all the information contained within the Forms, Affidavits and documents related thereto included in its Response are true and accurate.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

**END OF SECTION**

## **SECTION C. TERMS AND CONDITIONS**

### **C1. LEGAL REQUIREMENTS**

This RFP is subject to all applicable federal, state, county, and Town codes, rules, ordinances, laws, and regulations that in any manner affect any of the services covered herein. By virtue of submitting a Response, the Proposer acknowledges and agrees that it has full knowledge of such codes, rules, ordinances, laws, and regulations, and that it shall comply with the same. Lack of knowledge of any applicable code, rule, ordinance, law, or regulation will in no way relieve the Proposer from the responsibility to comply with these requirements.

### **C2. BUSINESS TAX RECEIPT REQUIREMENT**

Successful Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended, before conducting business within the Town. See Miami Lakes, Florida, Municipal Code §§ 37-56 – 37-66. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

### **C3. REVIEW OF RESPONSES FOR RESPONSIVENESS**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFP may result in a rejection of the proposal as non-responsive. A non-responsive Proposal will not be provided to the Evaluation Committee for consideration for an award of a contract.

### **C4. CLARIFICATIONS**

The Town reserves the right to make site visits, visit the Proposer’s place(s) of business, request clarifications of information submitted and request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses. After the submittal of its Response, Proposer cannot submit any additional documents or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

### **C5. KEY PERSONNEL**

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award.

### **C6. AUDIT RIGHTS AND RECORDS RETENTION**

The Successful Proposer must provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer’s failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

## **C7. PUBLIC RECORDS**

Proposer understands that the Response is a “public record, and the public will have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

## **C8. DEBARRED/SUSPENDED VENDORS**

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

## **C9. NONDISCRIMINATION**

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

## **C10. CONTINGENT FEES**

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

## **C11. ASSIGNMENT; NON-TRANSFERABILITY OF RESPONSE**

A Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

Exhibit A contains specific language as to the assignment, transfer, sale or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

## **C12. DRUG FREE WORKPLACE**

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

**C13. PROTEST PROCESS**

Any Proposer wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 12-142 (Procurement Ordinance), which is available at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=67&Itemid=269](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

**C14. AFFIDAVITS**

The following Affidavits are required to be submitted with the Proposer's response:

**C14.01. COLLUSION**

The Proposer must include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFP as Form NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive.

Where two (2) or more related parties, as defined in this Article, each submit a response to the RFP, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under the RFP. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals of one Proposer have a direct or indirect ownership interest in another Proposer for the same project. RFP responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Proposers have worked together, discussed the details of their proposals prior to submission of their Proposals or worked together in independently submitting Proposals such actions will be deemed to be collusion.

The Proposer must certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred, and the Town reserves the right to reject any and all Responses where collusion may have occurred.

**C14.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

The Proposer must identify any relationship the owners or employees have with the Town's elected officials or staff using Form PR included in this RFP.

**C14.03. CONFLICT OF INTEREST**

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP. Proposer further certifies that its Proposal is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town. Proposers must complete and submit Form COI with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to

performing the Services sought in this RFP. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

**C14.04. ANTIKICKBACK**

Proposers must complete and submit Form AK with their Response, attesting that no portion of the sum of the bid will be paid to any employees of the Town, its elected officials, the Proposer or its consultants, as a commission, kickback, reward or gift, directly or indirectly by any member of the Proposer's firm.

**C14.05. PUBLIC RECORDS AFFIDAVIT**

Proposers must complete and submit Form PRA with their Response. The Proposer must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Proposers must complete and submit the Compliance with Public Records Law affidavit with their Proposal. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Proposers, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

**C14.06. PUBLIC ENTITY CRIMES ACT**

Proposers must submit Form PEC with their Response to attest to their compliance with Section 287.133, Florida Statutes. In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this

section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment. Proposer must complete the Public Entity Crime Affidavit included in the RFP.

**END OF SECTION**



## SECTION D. SCOPE OF SERVICES

### D1. OVERVIEW

The Town requires a certified software provider for agenda management software. Desired qualifications include, but are not limited to, a single system developed and supported by a sole vendor or team offering all elements necessary to meet the requirements outlined in this RFP; experience with integrating the proposed solution with third party applications to maximize usefulness of the proposed solution; and a scalable solution to meet the expanding needs of the Town.

### D2. STATEMENT OF WORK

The Town requires a qualified software provider to provide for the integration of the Town's agendas, meeting minutes, and meeting videos on the Town's website and livestreaming services, including live closed-captioning. The Successful Proposer must provide every mandatory element of the agenda management software described in detail below. The Town has also included a list of elements of the agenda management software that are preferred, but not mandatory. Preferred elements, if provided in the Successful Proposer's Proposal, will be considered as included in the cost of the software solution and will be incorporated into the Statement of Work.

#### D2.01. ITEM PREPARATION BY DEPARTMENT

##### D2.01-1. MANDATORY

1. Provide standard Word templates for drafting staff reports, resolutions, and ordinances.
2. Agenda templates should include preloaded drop-down designation and an option to edit these designations, such as being able to minimize manual data entry using a feature such as drop-down tables, type-ahead, check, boxes, auto-populate, etc.
3. Agenda templates should include a checklist of standard items, such as roll call, public hearings, voting requirements, presentations, etc.
4. Provide spell check.
5. Allow attachment of files in various formats and from various drives and locations, such as Laserfiche.
6. Create electronic versions of paper documents for item submittal.
7. Allow for an unlimited number of meetings to be added and managed by the system workflow prior to item submittal.
8. Ability to accommodate meetings within a meeting, such as an Executive Session.
9. Provide for inter-departmental review in the workflow prior to item submittal.
10. Ability to support simultaneous multiple-user access to all components of the agenda.

##### D2.01-2. PREFERRED

1. Login security should use the user's Windows account ID and password, seamlessly for an auto-login capability.

#### D2.02. ITEM SUBMITTAL BY DEPARTMENT

##### D2.02-1. MANDATORY

1. Use for multiple user meeting bodies, such as Council Meetings, Planning & Zoning Board Meetings, Charter Review Commission, etc.



2. Use for multiple meeting types, such as Regular Council Meetings, Special Call Meetings, Workshops, etc.
3. Allow advance scheduling of recurring items.
4. Provide a simple user-friendly interface for submitting items.
5. Allow for supplemental items to be submitted and included in the agenda, especially during the period in which the agenda has been generated but before the meeting starts.
6. Allow to submit supplemental backup materials for agenda items for review after the agenda was published, but before the meeting.
7. No limit in the type of electronic files that can be attached. These file types include at least text, graphics, word processing applications, spreadsheets, acrobats, HTML, and photos. Support for other digital media such as visual files should also be supported.
8. Allow agenda items to be moved with all associated attachments from one agenda to another.

*D2.02-2. PREFERRED*

1. Provide a central point for handling and documenting tasks relating to an item, such as sending a notice of public hearing for publication 30 days before the meeting, submit a PowerPoint for presentation during a meeting, publish a notice to proposer after the Council adopted the plan, etc.
2. Allow to input follow-up instructions for use after meeting.

*D2.03. WORKFLOW DESIGN*

*D2.03-1. MANDATORY*

1. Customize workflow specific to each meeting body (workflow to be created and defined by the Town.)
2. Allow reviewers enough flexibility to modify/override the workflow (if a reviewer goes on vacation, reviewer should be able to delegate his/her duties to another person.)
3. Restrict access to items being reviewed.
4. Allow the withdrawal of document to any step of the workflow.
5. Allow the withdrawal of an agenda item from the workflow.
6. Allows for future redesigns of workflow.

*D2.04. NOTIFICATION*

*D2.04-1. MANDATORY*

1. Use email to notify departmental reviewers during item preparation.
2. Use email to notify the Town Clerk upon item submittal.
3. Use email to notify reviewers to review items.
4. Use email to send reminders to appropriate staff to facilitate workflow (reviewer receives message to review an item after a number of days.)
5. Ability to track the status of each agenda.

*D2.04-2. PREFERRED*

1. Notify administrator if a reviewer or delegate in a defined workflow is no longer in Active Directory.
2. Allow for escalation and notifications based on deadlines.

D2.05. REVIEW AND APPROVAL

D2.05-1. MANDATORY

1. Show comments and track changes on documents in different file types.
2. Allow reviewers to see pending items for review and allow the user to decide which items they would like to access.
3. Ability to see the status of any item and graphically view where it is at in the workflow process at any given point.
4. Provide automatic notification when a document is revised.

D2.05-2. PREFERRED

1. Document approvals on final items (insert an approval code, apply an electronic or digital signature.)
2. Support electronic signatures.

D2.06. SYSTEM SUPPORT

D2.06-1. MANDATORY

1. Software support should be available and provided by the vendor via telephone during the Town's business hours and backed by an online support personnel available during off-peak hours. It is important to have support personnel available for questions during the days the agenda is being generated.
2. Timely response to all technical inquiries.
3. Provide updates to technical documentation as these items are developed.
4. Provide training options to users (both initially and follow-up.)
5. Repair of all bugs discovered during the support period.
6. Provide updates at no cost to the Town to technical documentation as these items are developed.

D2.07. MONITORING AND TRACKING

D2.07-1. MANDATORY

1. Allow users to see status of submitted items by department, meeting date, etc.
2. Allow Clerk/Agenda Coordinator to move an item from one meeting to another.

D2.07-2. PREFERRED

1. Allow users to see preliminary meeting agendas.

D2.08. PUBLICATION

D2.08-1. MANDATORY

1. Allow moving items on agenda prior to publication.
2. Allow drafts to be created.
3. Allow flexible reformatting of the document, such as font, indentation, numbering, order of items, etc.
4. Allow pending items to be placed on the agenda.
5. Automatically converts all documents to PDF (OCR version) for printing and website publication.

6. Link agenda item title on short agenda to item in agenda packet.
7. Insert page numbers.
8. Amend an agenda after publication (e.g. add an item to a published agenda.)
9. Publish automatically to multiple locations (e.g. website, Laserfiche repository.)
10. Publish to different media for distribution (e.g. iPad.)
11. Ability to download a copy of a meeting with all the supporting material to a folder providing for easy off-line access.
12. Provide the ability to download the agenda to any mobile device such as iPad or smartphone.
13. Ability to create a table of content for the agenda.
14. Provide bookmarks in the PDF agenda packet to allow users to jump to relevant items in the packet.
15. Ability to convert the final agenda to PDF and Word files.
16. Provide live-closed captioning in accordance with WCAG2.0 AA.

*D2.08-2. PREFERRED*

1. Capability to allow versioning of agendas and agenda items; allows process steps such as draft, revision and final agenda.
2. Assemble all items with different file types into a final agenda.
3. Amend an agenda after publication (e.g. add an item to a published agenda.)
4. Notify interested parties when certain subjects are on the agenda.
5. Ability to notify Councilmembers, board members, and the public of agenda and packet availability.
6. Ability to automatically notify the public when changes are made to an individual agenda item.

D2.09. MEETING MINUTES/AFTER-ACTION

*D2.09-1. PREFERRED*

1. Real-time record of notes.
2. Allow Clerk's staff to enter multiple motions for a single item, including substitute motions.

D2.10. FOLLOW-UP AND RESEARCH

*D2.10-1. MANDATORY*

1. Maintains and makes available history of all agendas items.
2. Allows users to search and access past items by keywords, dates, project manager, etc.
3. Provides the capability to prepare meeting minutes/after-actions (records motions, votes, etc.)
4. Provide for search of agenda items, full text or metadata.
5. Ability to OCR documents in order to allow search of text within documents.
6. Ability to print any search result.
7. Allow searches by date and/or within date ranges.
8. Support grouping and searching documents based on metadata content.
9. Ability to search for records related to vote (e.g. how many times a Councilmembers/Mayor voted Yes, No abstained, etc.)
10. Ability to search for records regarding meeting attendance (list meeting in which a Councilmember/Mayor was absent.)

*D2.10-2. PREFERRED*

1. Provides post meeting capability for tracking, numbering and signing of documents.
2. Notify staff regarding actions following meeting (e.g. notify selected staff members about the Town Council action on an item.)
3. Notify staff regarding tasks following meeting (e.g. notify item originator to submit a notice for publication, notify item originator to submit original agreement to the Town Clerk after obtaining signature from the outside party.)
4. Provides the capability to prepare meeting notes (e.g. the offline agenda version should allow each user to make notes for each agenda item; the proposed solution should provide the ability to make notes on agenda items on mobile devices.)
5. Search on agenda title, agenda content, supporting materials content, supporting material annotations.
6. Public can search meeting agenda, minutes/after-actions and associated documents simultaneously.
7. Return list of all search results with links to the agenda item and supporting documents within the respective agenda.
8. Ability to use workflow post meeting for tracking, numbering and signing of documents.

*D2.11. DOCUMENT MANAGEMENT*

*D2.11-1. MANDATORY*

1. Export selected filed to Laserfiche for archive.

*D2.11-2. PREFERRED*

1. Prepare follow-up legislative documents from filed submitted with item.

*D2.12. REPORTS*

*D2.12-1. MANDATORY*

1. Ability to support flexible user-friendly query capability based on user-defined criteria.
2. Ability to print reports.

*D2.12-2. PREFERRED*

1. Generate calendar of scheduled items on future agendas by date range, departments, etc.
2. Generate statistical and performance reports (e.g. tabulation of agenda items for reimbursement claims, tabulation of agenda items by departments for cost allocation studies, and other reports.)
3. Ability to export reports to Microsoft Excel and Word.

*D2.13. SYSTEM TECHNOLOGY*

*D2.13-1. MANDATORY*

1. Ability to integrate with electronic document management systems for seamless depositing of final agendas into the archive (currently running Laserfiche/Weblink.)
2. Ability to integrate with Folio system currently utilized by the Town.
3. Allow third party reporting tool to access database for ad hoc queries and reporting.
4. Provides user-dependent views/security based on role.

5. Provide adequate security to safeguard documents, processes and existing data from non-administrative users.
6. Ability for system/database to be hosted locally on company's network.
7. Technical support provided with software.
8. Upgrades included in the maintenance price.
9. Ability of system to time out users due to inactivity of their client connection (admin configurable time limits.)
10. Ability of system to lock files as they are edited to avoid revision contention issues.
11. Allow off-line editing/reviewing of documents to be later resynchronized and resume workflow.
12. Allow remote access.

*D2.13-2. PREFERRED*

1. Software should have a SharePoint interface capability.
2. Single Sign-On through Active Directory Services.
3. Able to integrate with Microsoft Exchange.

*D2.14. VIDEO CAPTURE AND ENCODING*

*D2.14-1. MANDATORY*

The Proposer shall provide live streaming services including, but not limited to, live streaming of the video feed to the Town's website, to various social media platforms such as Facebook, Twitter, Periscope, and others, and live video directing. Proposer shall be responsible for remotely directing all camera feeds to capture and record the meeting as it is in progress. Live streams should be compatible across different platforms and operating systems. This includes devices based on Microsoft Windows, Apple MacOS, Apple IOS, Android, and Linux. Browser support includes Chrome, Internet Explorer, MS Edge, Safari, Firefox, and Opera.

*D2.15. VIDEO ARCHIVING*

*D2.15-1. MANDATORY*

The Proposer shall archive meeting audio and video recordings for up to five (5) years. These recordings should be available on the Town's website and playable on-demand for residents.

*D2.16. INDEXING AND CROSS LINKING*

*D2.16-1. MANDATORY*

The Proposer shall index and annotate the published meetings by adding jump-to points with specific item headings to give users the flexibility to find content easily. Jump-to points must provide for the ability to view video of Council discussion on individual items by searching for or clicking said items. Item headings must correlate with the meeting's agenda (i.e. Public Comment, Consent Calendar, Resolutions, Ordinances, Manager's Report, etc.).

*D2.17. REAL-TIME CLOSED CAPTIONING*

*D2.17-1. MANDATORY*

The Proposer shall provide real-time closed captioning services for live streams utilizing a real-time encoder or a manual transcriber. The real-time closed captioning must be as concurrent as possible with the live video streaming. Live closed captioning must have a 95% accuracy rate or better.

**D3. TRANSITION**

At the discretion of the Town, the selected Proposer shall coordinate and transition the Services from the incumbent vendor to its system within a timeframe to be agreed upon between the Town and the selected Proposer. Proposer must ensure a complete data conversion from the incumbent vendor to the selected Proposer's platform. The Town requires that all historical data (past agendas currently available online) continue to be available to the public through the selected Proposer's platform. The selected Proposer shall not receive compensation for this transition and shall be limited to the fees provided in its Proposal.

**D4. CONTRACT TERM**

The Term of this Agreement shall be for three (3) years commencing on the effective date of the Agreement.

The Town, by action of the Town Manager, has the option to extend the term of the Agreement for two (2) additional one-year terms, subject to continued satisfactory performance as determined by the Town Manager and to the availability and appropriation of funds.

**END OF SECTION**

## SECTION E. INSTRUCTIONS FOR PREPARING A RESPONSE

Proposer's Response to this RFP must contain the following information and documents and follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

### E1. PREPARATION REQUIREMENTS

Each Response must contain the following documents and forms required by Sections E1.01 and E1.02, each fully completed, and signed as required. Proposers must prepare their Responses utilizing the same format outlined below in Section E1.03. Each section of the Response as stipulated in E1.03 must be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential, unless specifically required by the RFP. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer should use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in E1.03 below.

#### E1.01. TECHNICAL COMPONENT OF THE RFP:

The Proposer's response to the requirements of the Technical Proposal should provide complete detailed responses to all of the submission requirements of the Technical component of the RFP. Missing, incomplete or vague responses to the questionnaire or any of the submittal requirements can adversely impact the evaluation of the Response. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical component of the Response.

#### **1. Company Declaration**

Proposer must complete and submit Form CPD, Company Declaration for this section of its Response.

#### **2. Qualifications of the Proposer**

Proposer must complete and submit the following for this section of its Response:

- a. Form CQQ, Company Qualifications Questionnaire
- b. Statement attesting that agenda management software is ADA compliant.

**3. Qualifications and Experience of Personnel**

Proposer must complete and submit Form KS, Proposer's Team & Key Staff, identifying all local personnel to be used for the services under this RFP and their experience with public government agencies and local government agenda management for this section of its Response. Proposer must also provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume, not to exceed one (1) page, including education, experience, and any other pertinent information, shall be included for each proposal Team member to be assigned to this contract.

**4. Past Performance and References**

Proposer must complete and submit Form CR, Client References and Contact Information, providing at least three (3), but no more than five (5), verifiable references for automated agenda management contracts in a government market, which are comparable in size, scope, complexity, and cost within the last five (5) years. The same reference may not be listed for more than one (1) organization and confidential references shall not be included.

**5. System Features Checklist**

Proposer must complete and submit Form SFC, System Features Checklist, for this section of its Response.

Proposers will be required to showcase all mandatory system features, as well as any preferred features, if applicable, within the scope of this RFP in a presentation not to exceed four (4) hours.

**6. Support and Maintenance Plan**

In a document not to exceed four (4) pages, Proposer must provide a detailed support and maintenance plan, including how the following are provided:

- a. Regular support
- b. After-hours (including 24/7) support
- c. Software defect management
- d. Software upgrades and security updates at no cost to the Town
- e. Modifications per state/federal requirements
- f. Custom modification support
- g. Uptime/service level agreement for supplier-hosted solutions

**7. Training Plan**

In a document not to exceed one (1) page, Proposer must describe an efficient training plan for Town staff.

**8. Transition Plan**

Proposer shall create a plan, not to exceed one (1) page, coordinating the transition of Services and data migration from the incumbent vendor to its system within a timeframe to be agreed upon between the Town and the selected Proposer.



## 9. Forms

In addition to the Forms and documents identified elsewhere in the RFP the following Form must be submitted:

- Form PEC – Public Entity Crime Affidavit
- Form NCA – Non-Collusive Affidavit
- Form AK – Anti-Kickback Affidavit
- Form COI – Conflict of Interest Affidavit
- Form PRA – Public Records Affidavit
- Form PR – Public Relations Affidavit
- Form LPA – Political Activity Affidavit
- Form CE – Contract Execution

### E1.02. PRICE COMPONENT OF THE RFP:

#### 1. Submission of Price Proposal

Proposers must complete Form PP for the Price component of the RFP.

The Proposer will be solely responsible for all costs to complete the Project, except where costs are covered as reimbursable costs under the Contract, or result from Town directed changes, or changes resulting from hidden/unforeseen conditions.

The Price component must be submitted in *a separate sealed envelope* concurrent with the submittal of the Technical component, utilizing the Price Proposal Form contained in the RFP.

The Price submitted in the Response must be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the mobilization/start-up, construction, and Project close-out. The Price component, in addition to all direct and indirect costs and expenses, must include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs, including labor burden; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).

**Options, if any** included as part of the Price component must be priced by the Proposer for the Proposal to be considered responsive.

**Reimbursable Costs:** The Town's permit fees are not to be included within the Price component. Other fees such as Miami-Dade County WASD connection fees are also not to be included in the Price component. The Town will reimburse the Successful Proposer for the Town's permits and regulatory fees and Miami-Dade County WASD connection fees. All other permit and other fees, such as those assessed by Miami-Dade County, FPL, etc. are to be included as part of the Price Component.

The Price Proposal is submitted for the purposes of determining the Successful Proposer. The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Contract to be awarded.

#### 2. Price Proposal Errors

Where the Price Proposal form, Form PP, has erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the unit price as shown on the Price Proposal Form will govern.

Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

### **3. Cost and Pricing Data**

The Town may require that supporting documentation be submitted to support the information provided and such rates may be subject to negotiation by the Town.

The forms for submission of portions of the information contained above are included as part of the RFP and are also available on the Town's website. Where the Town does not provide specific forms to be utilized the Proposer must provide the information in a format acceptable to the Town.

### **4. Evaluation of Price Proposal Documents**

Proposers must submit pricing for all line items in the Price Proposal. Failure to provide pricing for all line items will result in a Proposal being deemed non-responsive.

The scoring of the Price Proposal will be based on the combined pricing submitted for all line items. The Total Price is used as an evaluation tool but should not be relied on as the total value of the contract.

The Price Proposal will be evaluated in the following manner:

- a. For Form PP
  - i. The responsive Response with the lowest total Price Proposal will be given the full weights as identified below in Section F1.02, Evaluation Criteria.
  - ii. Every other Response will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price for by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive as a cost score of less than the full score for price.

Example:	<u>Lowest Price Proposed</u>		Total Points	
	Proposer's Price	X	for Price	= Price Score
Example:	<u>\$1,650,000</u>			
	\$2,000,000	X	125	= 103.13 points

#### **E1.03. RESPONSE SUBMISSION FORMAT**

Responses are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Response. Part A and B are to be submitted in separate sealed envelopes or boxes.

#### **Part A - Technical Response**

1. Company Declaration
  - a. Form CPD – Company Declaration
2. Qualifications of Proposer

- a. Form CQQ – Company Qualification Questionnaire
  - b. Statement attesting that the Agenda Management Software is ADA compliant.
3. Qualifications and Experience of Personnel
  - a. Form KS – Proposer’s Team & Key Staff
  - b. Resumés for each Key Staff member
  - c. Organizational Chart
4. Past Performance and References
  - a. Form CR – Client References & Contact Information
5. System Features Checklist
  - a. Form SFC – System Features Checklist
6. Support and Maintenance Plan
  - a. Support and Maintenance Plan (**Not to exceed 4 pages**)
7. Training Plan
  - a. Training Plan (**Not to exceed 1 page**)
8. Transition Plan
  - a. Transition Plan (**Not to exceed 1 page**)
9. Forms
  - a. Acknowledgement of Addenda
  - b. Certificate of Authority
  - c. Form PEC – Public Entity Crime Affidavit
  - d. Form NCA – Non-Collusive Affidavit
  - e. Form AK – Anti-Kickback Affidavit
  - f. Form COI – Conflict of Interest Affidavit
  - g. Form PRA – Public Records Affidavit
  - h. Form PR – Public Relations Affidavit
  - i. Drug-Free Workplace Certification
  - j. Form LPA – Political Activity Affidavit
  - k. Form CE – Contract Execution Form

**Part B – Price Proposal**

1. Form PP – Price Proposal

**END OF SECTION**

## SECTION F. EVALUATION/SELECTION PROCESS

### F1. PREPARATION REQUIREMENTS

#### F1.01. EVALUATION PROCEDURES

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Response Technical Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Technical Proposals the scoring for the Fee Proposal will be calculated by the Evaluation Committee and Town Staff.
8. The score for each Fee Proposal in accordance with the methodology stated in Section 5.
9. Town staff will then total the score of each Proposer and advise the Committee of each Proposer's combined score.
10. The Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking and scoring of the Responses.
11. The Town Manager will review the Evaluation Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
12. As stated in the solicitation the Town Manager or designees may conduct negotiations with the highest ranked Proposer.
13. If the Town is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
14. The Town Council will make the final selection and award.

**F1.02. EVALUATION CRITERIA**

Responses will be evaluated according to the following criteria and respective weight:

- |   |                     |
|---|---------------------|
| ➤ Product Features                          | Maximum 60 points   |
| ○ Ease of Use                               | (Maximum 20 points) |
| ○ Functionality or Performance              | (Maximum 40 points) |
| ➤ Experience of Proposer's Team & Key Staff | Maximum 20 points   |
| ➤ Support & Maintenance Approach            | Maximum 10 points   |
| ➤ Training Plan                             | Maximum 10 points   |
| ➤ Transition/Data Conversion Plan           | Maximum 10 points   |
| ➤ Price Proposal                            | Maximum 40 points   |

Total Points: 150

**END OF SECTION**

**SECTION G. FORMS**



### Company Profile and Declaration

Solicitation Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

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

(Respondent Firms' Legal Name)

\_\_\_\_\_  
(Respondent D/B/A Name, if used for this Project)

\_\_\_\_\_  
(Name and Title of Officer Signing the Submittal for the Respondent)

\_\_\_\_\_  
(Contact Name, if different from Officer)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Phone Number)

### Declaration

I, \_\_\_\_\_ hereby declare that I am the

Print Name

\_\_\_\_\_ of \_\_\_\_\_,

Title

Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,





the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in \_\_\_\_\_ County, State of \_\_\_\_\_ on 20\_\_\_\_.

\_\_\_\_\_  
Signature

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

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

(Notary Seal/Stamp)



### Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

\_\_\_\_\_

- a. Professional Licenses/Certifications (include name and license #)\* Issuance Date

_____	_____
_____	_____
_____	_____
_____	_____

(\*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Other

If other, please describe the type of company:

\_\_\_\_\_

- a. FEIN/EIN Number: \_\_\_\_\_
- b. Dept. of Business Professional Regulation Category (DBPR): \_\_\_\_\_
- i. Date Licensed by DBPR: \_\_\_\_\_
- ii. License Number: \_\_\_\_\_
- c. Date registered to conduct business in the State of Florida: \_\_\_\_\_
- i. Date filed: \_\_\_\_\_
- ii. Document Number: \_\_\_\_\_
- d. Primary Office Location: \_\_\_\_\_
- e. What is your primary business? \_\_\_\_\_  
(This answer should be specific)



f. Name of Qualifier, license number, and relationship to company:

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g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

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h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

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### 3. Company Ownership

a. Identify all owners or partners of the company:

Name

Title

% of ownership

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b. Is any owner identified above an owner in another company? ☐ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

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- c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

4. Employee Information

- a. Total No. of Employees: \_\_\_\_\_
- b. Total No. of Managerial/Admin. Employees: \_\_\_\_\_

5. Employer Modification Rating: \_\_\_\_\_

6. Insurance Information:

- a. Insurance Carrier name & address:

\_\_\_\_\_

- b. Insurance Contact Name, telephone, & e-mail:

\_\_\_\_\_

- c. Insurance Experience Modification Rating (EMR): \_\_\_\_\_  
(if no EMR rating please explain why)

- d. Number of Insurance Claims paid out in last 5 years & value: \_\_\_\_\_

7. Have any lawsuits been filed against your company in the past 5 years? ☐ Yes ☐ No



If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☐ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☐ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☐ No If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☐ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☐ No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. Project Management & Subcontract Details:

a. Name the Account Manager ("AM") for this Contract:

\_\_\_\_\_

b. How many years has the AM been with the Company: \_\_\_\_\_



- c. List all the AM's licenses & certifications:

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- d. List the last five (5) projects the AM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

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- e. List all Subcontractors that will work on this project:

**Company Name**

**Role**

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- f. Scope of Actual Work to be performed by your company

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14. Current and Prior Experience:

- a. Current Experience

Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of contract, scope of work, projected or actual start date, projected completion date.



b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address, and contact person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CR for its references.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

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



**Proposer's Team & Key Staff**  
**Key Staff Table**

1. Proposer shall complete the following chart with its proposed Key Staff. If additional space is required, use a duplicate page and attach to this form. Proposer shall attach a resume, not to exceed one (1) page, for each individual listed below.

Name	Job Title	Role	Years of Experience	Years with Proposer





2. Proposer shall complete the following chart with its proposed Subcontracted Staff. If additional space is required, use a duplicate page and attach to this form. Proposer shall attach a resume, not to exceed one (1) page, for each individual listed below.

Subcontractor Company Name	Name	Job Title	Role	Years of Experience	Years with Proposer



3. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

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By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

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



## Experience of Proposer Questionnaire

On the following pages, the Proposer shall provide the information indicated for three (3), but no more than five (5) separate and verifiable references in a government market which are comparable in size, scope, complexity, and cost within the last five (5) years to meet the minimum requirements of the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Entities having an affiliation with the Proposer (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.

The Procurement Department will attempt to contact the references provided by the Proposer to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be at least three (3), but no more than five (5). References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone no less than two times. References will be given seven (7) business days to confirm Proposer's performance in order to be considered a "verified reference." In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this RFP. It is the Proposer's responsibility to provide complete and accurate information for each reference, the Procurement Department **will not** correct incorrectly supplied information. No claim of lack of information or error will relieve Proposer of this responsibility.

**Procurement reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Proposer is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time.**



### Vendor Reference Form

#### Reference #1 (required)

Proposer's Name: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contact Person (Name/Title): \_\_\_\_\_

Contact Telephone #: \_\_\_\_\_ Contact E-Mail Address: \_\_\_\_\_

Location of Services: \_\_\_\_\_

Initial Contract Value: \$\_\_\_\_\_ Final Contract Value: \$\_\_\_\_\_

Is the Contract still active?: ☐ Yes ☐ No Number of Change Orders: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Brief description of the scope of work performed for this reference:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 4	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified



## Vendor Reference Form

## Reference #2 (required)

Proposer's Name: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contact Person (Name/Title): \_\_\_\_\_

Contact Telephone #: \_\_\_\_\_ Contact E-Mail Address: \_\_\_\_\_

Location of Services: \_\_\_\_\_

Initial Contract Value: \$ \_\_\_\_\_ Final Contract Value: \$ \_\_\_\_\_

Is the Contract still active?: ☐ Yes ☐ No Number of Change Orders: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Brief description of the scope of work performed for this reference:

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## FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____
	Time and Date
<input type="checkbox"/> Attempt 2	_____
	Time and Date
<input type="checkbox"/> Attempt 3	_____
	Time and Date
<input type="checkbox"/> Attempt 4	_____
	Time and Date

<input type="checkbox"/>	<input type="checkbox"/>
Message Left	Verified
<input type="checkbox"/>	<input type="checkbox"/>
Message Left	Verified
<input type="checkbox"/>	<input type="checkbox"/>
Message Left	Verified
<input type="checkbox"/>	<input type="checkbox"/>
Message Left	Verified



## Vendor Reference Form

## Reference #3 (required)

Proposer's Name: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contact Person (Name/Title): \_\_\_\_\_

Contact Telephone #: \_\_\_\_\_ Contact E-Mail Address: \_\_\_\_\_

Location of Services: \_\_\_\_\_

Initial Contract Value: \$ \_\_\_\_\_ Final Contract Value: \$ \_\_\_\_\_

Is the Contract still active?: ☐ Yes ☐ No Number of Change Orders: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Brief description of the scope of work performed for this reference:

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## FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 4	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified



## Vendor Reference Form

## Reference #4 (optional)

Proposer's Name: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contact Person (Name/Title): \_\_\_\_\_

Contact Telephone #: \_\_\_\_\_ Contact E-Mail Address: \_\_\_\_\_

Location of Services: \_\_\_\_\_

Initial Contract Value: \$ \_\_\_\_\_ Final Contract Value: \$ \_\_\_\_\_

Is the Contract still active?: ☐ Yes ☐ No Number of Change Orders: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Brief description of the scope of work performed for this reference:

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## FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 4	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified



## Vendor Reference Form

## Reference #5 (optional)

Proposer's Name: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contact Person (Name/Title): \_\_\_\_\_

Contact Telephone #: \_\_\_\_\_ Contact E-Mail Address: \_\_\_\_\_

Location of Services: \_\_\_\_\_

Initial Contract Value: \$ \_\_\_\_\_ Final Contract Value: \$ \_\_\_\_\_

Is the Contract still active?: ☐ Yes ☐ No Number of Change Orders: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Brief description of the scope of work performed for this reference:

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## FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 4	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified





### System Features Checklist

The Town of Miami Lakes ("Town") requires a qualified software provider to provide for the integration of the Town's agendas, meeting minutes, meeting videos on the Town's website and livestreaming services, including live closed-captioning. Elements of the agenda management software will be categorized as Mandatory **(M)** and Preferred **(P)**. The Successful Proposer must provide every mandatory element of the agenda management software described in detail below.

#### Response Category

**(Yes/No/Will be Added)** (Indicate whether your proposed solution includes the feature, does not include the feature, or will be added prior to implementation. If feature is provided by a third party, please indicate "3P" in the optional description/notes)

**(3P)** - 3rd Party (Indicate if feature is provided by a third party)

Functional Features (Item Preparation by Department)		Response (Yes/No/Will be Added)	Description/Notes
1	Provide standard Word templates for drafting staff reports, resolutions, and ordinances. <b>(M)</b>		
2	Agenda templates should include preloaded drop-down designation and an option to edit these designations, such as being able to minimize manual data entry using feature such as drop-down tables, type-ahead, check, boxes, auto-populate, etc. <b>(M)</b>		
3	Agenda templates should include a checklist of standard items, such as roll call, public hearings, voting requirements, presentations, etc. <b>(M)</b>		
4	Provide spell check. <b>(M)</b>		
5	Allow attachment of files in various formats and from various drives and locations, such as Laserfische. <b>(M)</b>		
6	Create electronic versions of paper documents for item submittal. <b>(M)</b>		
7	Allow for unlimited numbers of meetings to be added and managed by the system workflow prior to item submittal. <b>(M)</b>		
8	Ability to accommodate meetings within a meeting, such as an Executive Session. <b>(M)</b>		



9	Provide for inter-departmental review in the workflow prior to item submittal. <b>(M)</b>		
10	Ability to support simultaneous multiple-user access to all components of the agenda. <b>(M)</b>		
	<b>Preferred</b>		
1	Login security should use the user's Windows account ID and password, seamlessly for an auto-login capability. <b>(P)</b>		

Functional Features (Item Submittal by Department)		Response (Yes/No/Will be Added)	Description/Notes
1	Use for multiple user meeting bodies, such as Council Meetings, Planning & Zoning Board Meetings, LPA Meetings, Charter Review Commission, etc. <b>(M)</b>		
2	Use for multiple meeting types, such as Regular Council Meetings, Special Call Meetings, Workshops, etc. <b>(M)</b>		
3	Allow advance scheduling of recurring items. <b>(M)</b>		
4	Provide for simple user-friendly interface for submitting items. <b>(M)</b>		
5	Allow for supplemental items to be submitted and included in the agenda, even when the agenda was generated but before the meeting gets started. <b>(M)</b>		
6	Allow to submit supplemental materials for agenda items for review after the agenda was published, but before the meeting. <b>(M)</b>		
7	No limit in the type of electronic files that can be attached. These file types include at least text, graphics, word processing applications, spreadsheets, acrobats, HTML, and photos. Support for other digital media such as visual files should also be supported. <b>(M)</b>		



8	Allow agenda items to be moved with all associated attachments from one agenda to another. <b>(M)</b>		
	<b>Preferred</b>		
1	Provide a central point for handling and documenting tasks relating to an item, such as sending a notice of public hearing for publication 30 days before the meeting, submit a PowerPoint for presentation during a meeting, publish a notice to proposer after the Council adopted the plan, etc. <b>(P)</b>		
2	Allow to input follow-up instructions for use after meeting. <b>(P)</b>		

Functional Features (Workflow Design)		Response (Yes/No/Will be Added)	Description/Notes
1	Customize workflow specific to each meeting body (workflow to be created and defined by the Town.) <b>(M)</b>		
2	Allow reviewers enough flexibility to modify/override the workflow (if a reviewer goes on vacation, reviewer should be able to delegate his/her duties to another person.) <b>(M)</b>		
3	Restrict access to items being reviewed. <b>(M)</b>		
4	Allow the withdrawal of document to any step of the workflow. <b>(M)</b>		
5	Allow the withdrawal of an agenda item from the workflow. <b>(M)</b>		
6	Allows for future redesigns of workflow. <b>(M)</b>		



Functional Features (Notification)		Response (Yes/No/Will be Added)	Description/Notes
1	Use email to notify departmental reviewers during item preparation. <b>(M)</b>		
2	Use email to notify the Town Clerk upon item submittal. <b>(M)</b>		
3	Use email to notify reviewers to review items. <b>(M)</b>		
4	Use email to send reminders to appropriate staff to facilitate workflow (reviewer receives message to review an item after a number of days.) <b>(M)</b>		
5	Ability to track the status of each agenda. <b>(M)</b>		
	<b>Preferred</b>		
1	Notify administrator if a reviewer or delegate in a defined workflow is no longer in Active Directory. <b>(P)</b>		
2	Allow for escalation and notifications based on deadlines. <b>(P)</b>		

Functional Features (Review and Approval)		Response (Yes/No/Will be Added)	Notes Description/Notes
1	Show comments and track changes on documents in different file types. <b>(M)</b>		
2	Allow reviewers to see pending items for review and allow the user to decide which items they would like to access. <b>(M)</b>		
3	Ability to see the status of any item and graphically view where it is at in the workflow process at any given point. <b>(M)</b>		
4	Provide automatic notification when a document is revised. <b>(M)</b>		



	Preferred		
1	Document approvals on final items (insert an approval code, apply an electronic or digital signature.) (P)		
2	Support electronic signatures. (P)		

	Functional Features (System Support)	Response (Yes/No/Will be Added)	Description/Notes
1	Software support should be available and provided by the vendor via telephone during the Town's business hours and backed by an online support personnel available during off-peak hours. It is important to have support personnel available for questions during the days the agenda is being generated. (M)		
2	Timely Response to all technical inquiries. (M)		
3	Provide updates to technical documentation as these items are developed. (M)		
4	Provide training options to users (both initially and follow-up.) (M)		
5	Repair of all bugs discovered during the support period. (M)		
6	Provide updates at no cost to the Town to technical documentation as these items are developed. (M)		



Functional Features (Monitoring and Tracking)		Response (Yes/No/Will be Added)	Description/Notes
1	Allow users to see status of submitted items by department, meeting date, etc. <b>(M)</b>		
2	Allow Clerk/Agenda Coordinator to move an item from one meeting to another. <b>(M)</b>		
	<b>Preferred</b>		
1	Allow users to see preliminary meeting agendas. <b>(P)</b>		

Functional Features (Publication)		Response (Yes/No/Will be Added)	Description/Notes
1	Allow moving items on agenda prior to publication. <b>(M)</b>		
2	Allow drafts to be created. <b>(M)</b>		
3	Allow flexible reformatting of the document, such as font, indentation, numbering, order of items, etc. <b>(M)</b>		
4	Allow pending items to be placed on the agenda. <b>(M)</b>		
5	Automatically converts all documents to PDF (OCR version) for printing and website publication. <b>(M)</b>		
6	Link agenda item title on short agenda to item in agenda packet. <b>(M)</b>		
7	Insert page numbers. <b>(M)</b>		
8	Amend an agenda after publication (e.g. add an item to a published agenda.) <b>(M)</b>		
9	Publish automatically to multiple locations (e.g.		



	website, Laserfiche repository.) <b>(M)</b>		
<b>10</b>	Publish to different media for distribution (e.g. iPad.) <b>(M)</b>		
<b>11</b>	Ability to download a copy of a meeting with all supporting material to a folder providing for easy off-line access. <b>(M)</b>		
<b>12</b>	Provide the ability to download the agenda to any mobile device such as iPad or smartphone. <b>(M)</b>		
<b>13</b>	Ability to create a table of content for the agenda. <b>(M)</b>		
<b>14</b>	Provide bookmarks in the PDF agenda packet o allow users to jump to relevant items in the packet. <b>(M)</b>		
<b>15</b>	Ability to cover the final agenda to PDF and word files. <b>(M)</b>		
<b>16</b>	Provide live-closed captioning in accordance with WCAG2.0 AA. <b>(M)</b>		
	<b>Preferred</b>		
<b>1</b>	Capability to allow versioning of agendas and agenda items; allows process steps such as draft, revision and final agenda. <b>(P)</b>		
<b>2</b>	Assemble all items with different file types into a final agenda. <b>(P)</b>		
<b>3</b>	Amend an agenda after publication (e.g. add an item to a published agenda.) <b>(P)</b>		
<b>4</b>	Notify interested parties when certain subjects are on the agenda. <b>(P)</b>		
<b>5</b>	Ability to notify Councilmembers, board members, and the public of agenda and packet availability. <b>(P)</b>		
<b>6</b>	Ability to automatically notify the public when changes are made to an individual agenda item. <b>(P)</b>		



Functional Features (Meeting Minutes/After-Action)		Response (Yes/No/Will be Added)	Description/Notes
	<b>Preferred</b>		
1	Real-time record of notes. <b>(P)</b>		
2	Allow Clerk's staff to enter multiple motions for a single item, including substitute motions. <b>(P)</b>		

Functional Features (Follow-Up and Research)		Response (Yes/No/Will be Added)	Description/Notes
1	Maintains and makes available history of all agendas items. <b>(M)</b>		
2	Allows users to search and access past items by keywords, dates, project manager, etc. <b>(M)</b>		
3	Provides the capability to prepare meeting minutes/after-actions (records motions, votes, etc.) <b>(M)</b>		
4	Provide for search of agenda items, full text or metadata. <b>(M)</b>		
5	Ability to OCR documents in order to allow search of text within documents. <b>(M)</b>		
6	Ability to print any search result. <b>(M)</b>		
7	Allow searches by date and/or within date ranges. <b>(M)</b>		
8	Support grouping and searching documents based on metadata content. <b>(M)</b>		
9	Ability to search for records related to vote (e.g.		





	how many times a Councilmembers/Mayor voted Yes, No abstained, etc.) <b>(M)</b>		
<b>10</b>	Ability to search for records regarding meeting attendance (list meeting in which a Councilmember/Mayor was absent.) <b>(M)</b>		
	<b>Preferred</b>		
<b>1</b>	Provides post meeting capability for tracking, numbering and signing of documents. <b>(P)</b>		
<b>2</b>	Notify staff regarding actions following meeting (e.g. notify selected staff members about the Town Council action on an item.) <b>(P)</b>		
<b>3</b>	Notify staff regarding tasks following meeting (e.g. notify item originator to submit a notice for publication, notify item originator to submit original agreement to the Town Clerk after obtaining signature from the outside party.) <b>(P)</b>		
<b>4</b>	Provides the capability to prepare meeting notes (e.g. the offline agenda version should allow each user to make notes for each agenda item; the proposed solution should provide the ability to make notes on agenda items on mobile devices.) <b>(P)</b>		
<b>5</b>	Search on agenda title, agenda content, supporting materials content, supporting material annotations. <b>(P)</b>		
<b>6</b>	Public can search meeting agenda, minutes/after-actions and associated documents simultaneously. <b>(P)</b>		
<b>7</b>	Return list of all search results with links to the agenda item and supporting documents within the respective agenda. <b>(P)</b>		
<b>8</b>	Ability to use workflow post meeting for tracking, numbering and signing of documents. <b>(P)</b>		



Functional Features (Document Management)		Response (Yes/No/Will be Added)	Description/Notes
1	Export selected filed to Laserfiche for archive. (M)		
	<b>Preferred</b>		
1	Prepare follow-up legislative documents from filed submitted with item. (P)		

Functional Features (Reports)		Response (Yes/No/Will be Added)	Description/Notes
1	Ability to support flexible user-friendly query capability based on user-defined criteria. (M)		
2	Ability to print reports. (M)		
	<b>Preferred</b>		
1	Generate calendar of scheduled items on future agendas by date range, departments, etc. (P)		
2	Generate statistical and performance reports (e.g. tabulation of agenda items for reimbursement claims, tabulation of agenda items by departments for cost allocation studies, and other reports.) (P)		
3	Ability to export reports to Microsoft Excel and Word. (P)		

Functional Features (System Technology)		Response (Yes/No/Will be Added)	Description/Notes
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1	Ability to integrate with electronic document management systems for seamless depositing of final agendas into the archive (currently running Laserfiche/Weblink.) <b>(M)</b>		
2	Ability to integrate with Folio system currently utilized by the Town. <b>(M)</b>		
3	Allow third-party reporting tool to access database for ad hoc queries and reporting. <b>(M)</b>		
4	Provides user-dependent views/security based on role. <b>(M)</b>		
5	Provide adequate security to safeguard documents, processes and existing data from non-administrative users. <b>(M)</b>		
6	Ability for system/database to be hosted locally on company's network. <b>(M)</b>		
7	Technical support provided with software. <b>(M)</b>		
8	Upgrades included in the maintenance price. <b>(M)</b>		
9	Ability of system to time out users due to inactivity of their client connection (admin configurable time limits.) <b>(M)</b>		
10	Ability of system to lock files as they are edited to avoid revision contention issues. <b>(M)</b>		
11	Allow off-line editing/reviewing of documents to be later resynchronized and resume workflow. <b>(M)</b>		
12	Allow remote access. <b>(M)</b>		
	<b>Preferred</b>		
1	Software should have a SharePoint interface capability. <b>(P)</b>		
2	Single Sign-On through Active Directory Services. <b>(P)</b>		
3	Able to integrate with Microsoft Exchange. <b>(P)</b>		



Functional Features (Video Capture and Encoding)		Response (Yes/No/Will be Added)	Description/Notes
1	Live streaming to Town website. (M)		
2	Live streaming to social media (e.g. Facebook.) (M)		
3	Live video direction. (M)		
Functional Features (Video Archiving)		Response (Yes/No/Will be Added)	Description/Notes
4	Audio and video archiving. (M)		

Functional Features (Indexing and Cross Linking)		Response (Yes/No/Will be Added)	Description/Notes
1	Indexing and annotating published meetings by adding jump-to points correlated with the meeting's agenda. (M)		

Functional Features (Real-Time Closed Captioning)		Response (Yes/No/Will be Added)	Description/Notes
1	Real-time closed captioning with a 90% accuracy rate by either a real-time encoder or manual transcriber. (M)		



**ADDENDUM ACKNOWLEDGEMENT FORM**

**Solicitation No.:** \_\_\_\_\_

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

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

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

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

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**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

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

**NOTARIZATION**

STATE OF \_\_\_\_\_)

\_\_\_\_\_ ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (☐ did / ☐ did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA 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 Miami Lakes

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity 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)9g), 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 bid 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, nonjury 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. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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 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.**

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 \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

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

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 \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large



### COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: \_\_\_\_\_

Authorized representative (print): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_ Date: \_\_\_\_\_

**PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: \_\_\_\_\_ Solicitation No.: \_\_\_\_\_

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

_____	_____	_____
Last name	First name	Relationship

_____	_____	_____
Last name	First name	Relationship

_____	_____	_____
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

_____	_____	_____
Last name	First name	Relationship

_____	_____	_____
Last name	First name	Relationship

_____	_____	_____
Last name	First name	Relationship

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date:

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

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

## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

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 (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

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Company Name:

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Date

---

Authorized Signature:

---

Printed Name and Title



## POLITICAL ACTIVITY AFFIDAVIT

State of \_\_\_\_\_ }  
 \_\_\_\_\_ } SS:  
 County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the  
(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the  
Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Work or Services on behalf of the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any individual running for a political office in the or advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
  - Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
  - Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
  - Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
  - Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
  - Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
  - Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
  - May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
  - Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
  - Use their authority or influence to participate or interfere with an election in the Town.
  - Distribute campaign material on behalf of any candidates or slate of

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking

or currently holding an elected office in the Town.

- Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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 \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

**CONTRACT EXECUTION FORM**

This Contract 2018-36 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in an amount not to exceed \_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

Date: \_\_\_\_\_

Signed, sealed and witnessed in the presence of:

**CONTRACTOR**

\_\_\_\_\_  
(Contractor's Name)

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

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

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

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

Date: \_\_\_\_\_

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, \_\_\_\_\_, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)



**RFP 2018-36**  
**Price Proposal**  
**Form PP**

The Proposer declares that it has fully reviewed the requirements of the RFP and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer had determined based on its business and professional expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement attached thereto, at the prices and rates listed below.

The prices stated below include all costs to complete the Services requested under the RFP and Contract.

Proposers may submit further detailed attachments to the cost proposal. However, all costs must be categorized in one of the categories below.



Item No.	Description	U/M	Unit Price	Quantity	Extended Price
1	<b>SOFTWARE ACQUISITION &amp; IMPLEMENTATION</b> Software Cost to include software module fees and any other expense related to the acquisition and implementation of the software.	EA	\$	1	\$
2	<b>VIDEO CAPTURE DIRECTING, LIVE STREAMING, INDEXING, CLOSED CAPTIONING,</b> Specify which: <input type="checkbox"/> Live Transcriber or <input type="checkbox"/> Real-Time Encoder	EA (Meeting)	\$	175	\$
3	<b>YEARLY ALL-INCLUSIVE FEES (5 YEARS)</b> All-Inclusive Yearly Fees for Five Years, including Maintenance, Support, Licenses, Etc.	EA (Year)	\$	5	\$
4	<b>ONSITE TRAINING (1 DAY MINIMUM)</b> Train-the-Trainer Training (up to 12 individuals) – 1 day minimum	EA	\$	1	\$
	<b>TOTAL COST</b>				\$

By signing below Proposer certifies that the information contained in its Price Proposal includes all costs for the Services required in this RFP. The Town at its sole discretion may negotiate any elements of the Fee with the Proposer.

\_\_\_\_\_  
 Proposer's Name

By: \_\_\_\_\_  
 Signature of Authorized Officer

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Title

**EXHIBIT A – CONTRACT 2018-36**

## Agenda Management Software

**2018-36**



### **The Town of Miami Lakes Council:**

**Mayor Manny Cid**  
**Vice Mayor Frank Mingo**  
**Councilmember Timothy Daubert**  
**Councilmember Luis Collazo**  
**Councilmember Caesar Mestre**  
**Councilmember Marilyn Ruano**  
**Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014



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**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ in the year **2018** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Contractor," having a principal office at \_\_\_\_\_.

### **RECITALS**

**WHEREAS**, the Town issued Request for Proposals ("RFP") No. 2018-36 for Agenda Management Software on [DATE]; and

**WHEREAS**, Contractor submitted its response to the RFP by the required deadline on [DATE]; and

**WHEREAS**, an Evaluation Committee charged with the evaluation and ranking of proposals received for the RFP ranked Contractor's submittal as the highest scoring proposal, and therefore, the best value to the Town; and

**WHEREAS**, the Town Manager concurred with the recommendations of the Evaluation Committee and recommended award of a contract to Contractor on [DATE] for the procurement of agenda management software and subsequent maintenance and support for said software; and

**WHEREAS**, the Town Council agreed with the recommendations of the Town Manager, approving the award of a contract to Contractor on [DATE]; and

**WITNESSETH**, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

## **SECTION A. GENERAL TERMS & CONDITIONS**

### **A1. Definitions**

- a. Agreement** means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- b. Additional Services** means any Services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. Attachments** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. Basic Services** means those services designated as such in the Agreement.
- e. Change Order** means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- f. Contractor** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.

- g. **Cure*** means remedial action taken by the Contractor to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.
- h. **Cure Period*** means the period of time in which the Contractor is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- i. **Days*** means calendar days unless specifically stated otherwise.
- j. **Errors*** means Services or work product prepared by the Contractor that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- k. **Fee*** means the amount of compensation mutually agreed upon for the completion of Basic Services.
- l. **Project Manager*** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.
- m. **Scope of Service(s)/Work*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- n. **Services or Work*** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- o. **Town Council*** means the legislative body of the Town of Miami Lakes.
- p. **Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- q. **Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- r. **Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Contractor.
- s. **Work Order Proposal*** means a document prepared by the Contractor, at the request of the Town for Services to be provided by the Contractor.

## **A2. General**

### **A2.01. Authority of the Town's Program Manager**

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

**A2.02. Standard of Care**

Contractor is solely responsible for the technical accuracy and quality of its Services. Contractor must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Contractor will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Contractor under this Agreement. Contractor must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

**A2.03. Subcontractors**

Contractor is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

In the event subcontracting is permitted, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Proposal submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Town Manager or designee.

**A2.04. Taxes**

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

**A2.05. Change Orders**

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and which are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town and the Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

**A2.06. Work Orders**

When the Town Manager has determined to utilize Contractor for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work Order Proposal from the Contractor based on the proposed Scope of Services provided to the Contractor in writing by the Town Manager. The Contractor, the Town Manager, and others if

appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Contractor will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subcontractors, and deliverable items and/or documents. The Town, at its sole discretion may provide the Contractor with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Contractor may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manager will issue a written Work Order assigning the Project to the Contractor.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Contractor has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Contractor any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Contractor may submit proposals and/or qualifications for any professional services, which the Contractor is qualified to perform, in response to any public solicitation issued by Town.

#### **A2.07. Deletion or Modification of Services**

The Town may during the term of the Agreement make modifications to the Services being provided. If the Contractor and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

#### **A2.08. Nondiscrimination, Equal Employment Opportunity, and Americans With Disabilities Act**

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Agreement. Contractor shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

#### **A2.09. Independent Contractor**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.



**A2.10. Defense of Claims**

Should any claim be made or any legal action brought in any way relating to the Work under the Agreement, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

**A2.11. Contract Extension**

The Town reserves the right to require Contractor to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days in the event that a subsequent contract has not yet been awarded. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor.

**A2.12. Invoicing**

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

**A3. Performance**

**A3.01. Performance and Delegation**

The Services to be performed hereunder must be performed by the Contractor or Contractor's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subcontractor.

**A3.02. Removal of Unsatisfactory Personnel**

The Project Manager or Town Manager may make written request to Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to provide and perform Services pursuant to the requirements of this Agreement. The Contractor must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not

occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Contractor or subcontractor.

**A3.03. Contractor Key Staff**

The parties acknowledge that Contractor was selected by the Town, in part, on the basis of qualifications of particular staff identified in Contractor's response to Town's solicitation, hereinafter referred to as "Key Staff". Contractor must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Contractor's employ. Contractor must obtain prior written acceptance of Project Manager to change Key Staff. Contractor must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

**A3.04. Time for Performance**

The Contractor agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Contractor for extra compensation.

**A3.05. Method of Performing the Services**

The apparent silence of the Agreement as to any detail, or the apparent omission from them of a detailed description concerning any Services to performed, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Agreement shall be made upon that basis.

**A3.06. Protection of Property, Utilities, and the Public**

The Contractor shall protect public and private property from damage or loss arising in connection with the providing the Services and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property of the Town or private property, which may be caused by Contractor.

**A3.07. Labor Materials, Equipment, and Sales**

Contractor shall provide for all labor, materials equipment, supplies, consumables, transportation and other incidental items necessary to provide the Services. The Town at its sole discretion may have purchase equipment or materials to be used under this Agreement, such as hardware, software, and similar items or have the Contractor purchase the equipment on behalf of the Town.

## **A4. Default**

### **A4.01. General**

If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Contractor while Contractor was in default must be immediately returned to the Town. Contractor understands and agrees that termination of this Agreement under this section does not release Contractor from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Contractor a specified time to correct a default.

### **A4.02. Conditions of Default**

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- (i) Contractor fails to obtain or maintain the required insurance.
- (ii) Contractor fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- (iii) Contractor fails to commence the Services within the time provided or contemplated herein, or fails to complete the Services in a timely manner as required by this Agreement.

### **A4.03. Time to Cure Default; Force Majeure**

Town through the Town Manager will provide written notice to Contractor as to a finding of default, and Contractor must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Contractor provides written justification deemed reasonably sufficient.

Should any such failure on the part of Contractor be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

## **A5. Termination of Agreement**

### **A5.01. Town's Right to Terminate**

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Contractor will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

### **A5.02. Contractor's Right to Terminate**

The Contractor shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from

the date of the Town's receipt of a written statement from Contractor specifying its breach of its duties under this Agreement.

**A5.03. Termination Due to Undisclosed Lobbyist or Agent**

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

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**A5.04. Fraud & Misrepresentation**

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

**A5.05. Funds Availability**

Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

**A6. Documents and Records**

**A6.01. Ownership of Documents**

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Contractor must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Contractor is to keep copies of all such records, documents, or data for its records. However, this Article will continue in full force and effect after the expiration or termination of this Agreement.

**A6.02. Delivery upon Request or Cancellation**

Failure of the Contractor to promptly deliver all such documents in the possession of the Contractor, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Contractor until Contractor delivers all such documents. Contractor will have no recourse from these requirements.

**A6.03. Nondisclosure**

To the extent allowed by law, Contractor agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement,

without Town Manager's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor must require all of its employees, agents and Subcontractors comply with the provisions of this paragraph. Contractor will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

**A6.04. Access to and Review of Records**

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Agreement. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

**A6.05. Maintenance of Records**

Contractor will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.

Contractor shall also comply with the following requirements of the Florida Public Records Law including:

- (i) Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- (ii) Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (iii) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the Town.
- (iv) Upon completion of the contract, Contractor shall transfer, at no cost, to the Town all public records in the possession of the Contractor, or keep and maintain public records required by the Town to perform the service under this contract. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.**

## **A7. Insurance**

The Contractor must not start Services under this Agreement until the Contractor has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Contractor not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Contractor for such coverage purchased.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

### **A7.01. Companies Providing Coverage**

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

**A7.02. Verification of Insurance Coverage**

The Contractor must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Contractor. Contractor must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Contractor must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change. Contractor must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

**A7.03. Forms of Coverage****A7.03-1. Commercial General Liability**

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

**A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance**

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

**A7.03-3. Workers' Compensation Insurance**

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation. Should the Contractor be exempt from Florida's Worker's Compensation insurance requirement the Contractor must provide documentation from the State of Florida evidencing such exemption.

**A7.04. Modifications to Coverage**

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by



providing a thirty (30) day written notice to the Contractor. Contractor must comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

**A7.05. Certificate of Insurance**

Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

**A7.06. Additional Insured**

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

**A8. Contract Disputes & Mediation****A8.01. Claims**

Any claim shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Contractor's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

Contractor shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause



whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

**A8.02. Resolution of Disputes**

Contractor understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Contractor to notify the Procurement Manager in writing of the dispute. Contractor must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Contractor. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the dispute the Contractor may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Contractor will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

**A8.03. Mediation – Waiver of Jury Trial**

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Subcontractors and/or independent contractors and/or

contractors retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

**A8.04. Continuing the Services**

Contractor shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

**A8.05. Stop Work Order**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

**A8.06. Set-offs, Withholding, & Deductions**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

**A8.07. Time in Which to Bring Action Against the Town**

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

**A9. Miscellaneous**

**A9.01. Indemnification**

The Contractor will hold harmless, defend, and indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Contractor or its employees, agents, or subcontractors. The Contractor will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon.

The Contractor's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Contractor's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Contractors, its agents, servants, or representatives.

The Contractor's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Agreement.

**A9.02. Entire Agreement**

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

**A9.03. Severability**

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

**A9.04. Nonexclusive Agreement**

Contractor Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Contractor that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Contractor and those other firms engaged, are delineated by the Project Manager so that the Contractor and those similarly engaged are clear as to their responsibilities and obligations.

**A9.05. Successors and Assigns**

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security,

certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

**A9.06. No Waiver**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

**A9.07. Applicable Law and Venue**

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Contractor's duties to indemnify the Town where Contractor must pay the Town's reasonable attorney's fees.

**A9.08. Notices**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:

Alex Rey  
Town Manager  
6601 Main Street  
Miami Lakes, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

With a copy to:  
Thomas Fossler  
Procurement Specialist  
At the same address as above  
[fossler@miamilakes-fl.gov](mailto:fossler@miamilakes-fl.gov)

**For Contractor:**

(Contact Person)  
(Vendor Name)  
(Address 1)  
(Address 2)  
(Email)

**A9.09. Interpretation**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The

headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

**A9.10. Joint Preparation**

Preparation of this Agreement has been a joint effort of the Town and Contractor and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**A9.11. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

**A9.12. Compliance with Laws**

Contractor must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Contractor maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

i. **Non-Discrimination**

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Contractor further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**A9.12-1. ADA Compliance**

Contractor must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally the Contractor must take affirmative steps to insure nondiscrimination in employment of disabled persons.

**A9.13. No Partnership**

Contractor is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Contractor has no authority to bind the Town to any promise, debt, default, or undertaking of the Contractor.

**A9.14. Discretion of Town Manager**

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

**A9.15. Contingency Clause**

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Contractor shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

**A9.16. Third-Party Beneficiary**

Contractor and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

**A9.17. No Estoppel**

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Contractor's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

**A9.18. Force Majeure**

The Town and Contractor will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

**A9.19. Town May Avail Itself of All Remedies**

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

**END OF SECTION**



## **SECTION B. SPECIAL TERMS & CONDITIONS**

### **B1. Overview**

The Town requires a certified software provider for agenda management software. Desired qualifications include, but are not limited to, a single system developed and supported by a sole vendor or team offering all elements necessary to meet the requirements outlined in this RFP; experience with integrating the proposed solution with third party applications to maximize usefulness of the proposed solution; and a scalable solution to meet the expanding needs of the Town.

### **B2. Statement of Work**

The Town requires a qualified software provider to provide for the integration of the Town's agendas, meeting minutes, and meeting videos on the Town's website and livestreaming services, including live closed-captioning. The Successful Proposer must provide every mandatory element of the agenda management software described in detail below. The Town has also included a list of elements of the agenda management software that are preferred, but not mandatory. Preferred elements, if provided in the Successful Proposer's Proposal, will be considered as included in the cost of the software solution and will be incorporated into the Statement of Work.

#### **B2.01. Item Preparation by Department**

##### **B2.01-1. Mandatory**

1. Provide standard Word templates for drafting staff reports, resolutions, and ordinances.
2. Agenda templates should include preloaded drop-down designation and an option to edit these designations, such as being able to minimize manual data entry using a feature such as drop-down tables, type-ahead, check, boxes, auto-populate, etc.
3. Agenda templates should include a checklist of standard items, such as roll call, public hearings, voting requirements, presentations, etc.
4. Provide spell check.
5. Allow attachment of files in various formats and from various drives and locations, such as Laserfiche.
6. Create electronic versions of paper documents for item submittal.
7. Allow for an unlimited number of meetings to be added and managed by the system workflow prior to item submittal.
8. Ability to accommodate meetings within a meeting, such as an Executive Session.
9. Provide for inter-departmental review in the workflow prior to item submittal.
10. Ability to support simultaneous multiple-user access to all components of the agenda.

##### **B2.01-2. Preferred**

1. Login security should use the user's Windows account ID and password, seamlessly for an auto-login capability.



**B2.02. Item Submittal by Department**

**B2.02-1. Mandatory**

1. Use for multiple user meeting bodies, such as Council Meetings, Planning & Zoning Board Meetings, Charter Review Commission, etc.
2. Use for multiple meeting types, such as Regular Council Meetings, Special Call Meetings, Workshops, etc.
3. Allow advance scheduling of recurring items.
4. Provide a simple user-friendly interface for submitting items.
5. Allow for supplemental items to be submitted and included in the agenda, especially during the period in which the agenda has been generated but before the meeting starts.
6. Allow to submit supplemental backup materials for agenda items for review after the agenda was published, but before the meeting.
7. No limit in the type of electronic files that can be attached. These file types include at least text, graphics, word processing applications, spreadsheets, acrobats, HTML, and photos. Support for other digital media such as visual files should also be supported.
8. Allow agenda items to be moved with all associated attachments from one agenda to another.

**B2.02-2. Preferred**

1. Provide a central point for handling and documenting tasks relating to an item, such as sending a notice of public hearing for publication 30 days before the meeting, submit a PowerPoint for presentation during a meeting, publish a notice to proposer after the Council adopted the plan, etc.
2. Allow to input follow-up instructions for use after meeting.

**B2.03. Workflow Design**

**B2.03-1. Mandatory**

1. Customize workflow specific to each meeting body (workflow to be created and defined by the Town.)
2. Allow reviewers enough flexibility to modify/override the workflow (if a reviewer goes on vacation, reviewer should be able to delegate his/her duties to another person.)
3. Restrict access to items being reviewed.
4. Allow the withdrawal of document to any step of the workflow.
5. Allow the withdrawal of an agenda item from the workflow.
6. Allows for future redesigns of workflow.

**B2.04. Notification**

**B2.04-1. Mandatory**

1. Use email to notify departmental reviewers during item preparation.
2. Use email to notify the Town Clerk upon item submittal.
3. Use email to notify reviewers to review items.
4. Use email to send reminders to appropriate staff to facilitate workflow (reviewer receives message to review an item after a number of days.)
5. Ability to track the status of each agenda.

B2.04-2. Preferred

1. Notify administrator if a reviewer or delegate in a defined workflow is no longer in Active Directory.
2. Allow for escalation and notifications based on deadlines.

**B2.05. Review and Approval**

B2.05-1. Mandatory

1. Show comments and track changes on documents in different file types.
2. Allow reviewers to see pending items for review and allow the user to decide which items they would like to access.
3. Ability to see the status of any item and graphically view where it is at in the workflow process at any given point.
4. Provide automatic notification when a document is revised.

B2.05-2. Preferred

1. Document approvals on final items (insert an approval code, apply an electronic or digital signature.)
2. Support electronic signatures.

**B2.06. System Support**

B2.06-1. Mandatory

1. Software support should be available and provided by the vendor via telephone during the Town's business hours and backed by an online support personnel available during off-peak hours. It is important to have support personnel available for questions during the days the agenda is being generated.
2. Timely response to all technical inquiries.
3. Provide updates to technical documentation as these items are developed.
4. Provide training options to users (both initially and follow-up.)
5. Repair of all bugs discovered during the support period.
6. Provide updates at no cost to the Town to technical documentation as these items are developed.

**B2.07. Monitoring and Tracking**

B2.07-1. Mandatory

1. Allow users to see status of submitted items by department, meeting date, etc.
2. Allow Clerk/Agenda Coordinator to move an item from one meeting to another.

B2.07-2. Preferred

1. Allow users to see preliminary meeting agendas.

**B2.08. Publication**

B2.08-1. Mandatory

1. Allow moving items on agenda prior to publication.

2. Allow drafts to be created.
3. Allow flexible reformatting of the document, such as font, indentation, numbering, order of items, etc.
4. Allow pending items to be placed on the agenda.
5. Automatically converts all documents to PDF (OCR version) for printing and website publication.
6. Link agenda item title on short agenda to item in agenda packet.
7. Insert page numbers.
8. Amend an agenda after publication (e.g. add an item to a published agenda.)
9. Publish automatically to multiple locations (e.g. website, Laserfiche repository.)
10. Publish to different media for distribution (e.g. iPad.)
11. Ability to download a copy of a meeting with all the supporting material to a folder providing for easy off-line access.
12. Provide the ability to download the agenda to any mobile device such as iPad or smartphone.
13. Ability to create a table of content for the agenda.
14. Provide bookmarks in the PDF agenda packet to allow users to jump to relevant items in the packet.
15. Ability to convert the final agenda to PDF and Word files.
16. Provide live-closed captioning in accordance with WCAG2.0 AA.

**B2.08-2. Preferred**

1. Capability to allow versioning of agendas and agenda items; allows process steps such as draft, revision and final agenda.
2. Assemble all items with different file types into a final agenda.
3. Amend an agenda after publication (e.g. add an item to a published agenda.)
4. Notify interested parties when certain subjects are on the agenda.
5. Ability to notify Councilmembers, board members, and the public of agenda and packet availability.
6. Ability to automatically notify the public when changes are made to an individual agenda item.

**B2.09. Meeting Minutes/After-Action**

**B2.09-1. Preferred**

1. Real-time record of notes.
2. Allow Clerk's staff to enter multiple motions for a single item, including substitute motions.

**B2.10. Follow-up and Research**

**B2.10-1. Mandatory**

1. Maintains and makes available history of all agendas items.
2. Allows users to search and access past items by keywords, dates, project manager, etc.
3. Provides the capability to prepare meeting minutes/after-actions (records motions, votes, etc.)
4. Provide for search of agenda items, full text or metadata.
5. Ability to OCR documents in order to allow search of text within documents.
6. Ability to print any search result.
7. Allow searches by date and/or within date ranges.
8. Support grouping and searching documents based on metadata content.

9. Ability to search for records related to vote (e.g. how many times a Councilmembers/Mayor voted Yes, No abstained, etc.)
10. Ability to search for records regarding meeting attendance (list meeting in which a Councilmember/Mayor was absent.)

**B2.10-2. Preferred**

1. Provides post meeting capability for tracking, numbering and signing of documents.
2. Notify staff regarding actions following meeting (e.g. notify selected staff members about the Town Council action on an item.)
3. Notify staff regarding tasks following meeting (e.g. notify item originator to submit a notice for publication, notify item originator to submit original agreement to the Town Clerk after obtaining signature from the outside party.)
4. Provides the capability to prepare meeting notes (e.g. the offline agenda version should allow each user to make notes for each agenda item; the proposed solution should provide the ability to make notes on agenda items on mobile devices.)
5. Search on agenda title, agenda content, supporting materials content, supporting material annotations.
6. Public can search meeting agenda, minutes/after-actions and associated documents simultaneously.
7. Return list of all search results with links to the agenda item and supporting documents within the respective agenda.
8. Ability to use workflow post meeting for tracking, numbering and signing of documents.

**B2.11. Document Management**

**B2.11-1. Mandatory**

1. Export selected filed to Laserfiche for archive.

**B2.11-2. Preferred**

1. Prepare follow-up legislative documents from filed submitted with item.

**B2.12. Reports**

**B2.12-1. Mandatory**

1. Ability to support flexible user-friendly query capability based on user-defined criteria.
2. Ability to print reports.

**B2.12-2. Preferred**

1. Generate calendar of scheduled items on future agendas by date range, departments, etc.
2. Generate statistical and performance reports (e.g. tabulation of agenda items for reimbursement claims, tabulation of agenda items by departments for cost allocation studies, and other reports.)
3. Ability to export reports to Microsoft Excel and Word.

**B2.13. System Technology**

**B2.13-1. Mandatory**

1. Ability to integrate with electronic document management systems for seamless depositing of final agendas into the archive (currently running Laserfiche/Weblink.)
2. Ability to integrate with Folio system currently utilized by the Town.
3. Allow third party reporting tool to access database for ad hoc queries and reporting.
4. Provides user-dependent views/security based on role.
5. Provide adequate security to safeguard documents, processes and existing data from non-administrative users.
6. Ability for system/database to be hosted locally on company's network.
7. Technical support provided with software.
8. Upgrades included in the maintenance price.
9. Ability of system to time out users due to inactivity of their client connection (admin configurable time limits.)
10. Ability of system to lock files as they are edited to avoid revision contention issues.
11. Allow off-line editing/reviewing of documents to be later resynchronized and resume workflow.
12. Allow remote access.

**B2.13-2. Preferred**

1. Software should have a SharePoint interface capability.
2. Single Sign-On through Active Directory Services.
3. Able to integrate with Microsoft Exchange.

**B2.14. Video Capture and Encoding**

**B2.14-1. Mandatory**

The Proposer shall provide live streaming services including, but not limited to, live streaming of the video feed to the Town's website, to various social media platforms such as Facebook, Twitter, and others, and live video directing. Proposer shall be responsible for remotely directing all camera feeds to capture and record the meeting as it is in progress. Live streams should be compatible across different platforms and operating systems. This includes devices based on Microsoft Windows, Apple MacOS, Apple IOS, Android, and Linux. Browser support includes Chrome, Internet Explorer, MS Edge, Safari, Firefox, and Opera.

**B2.15. Video Archiving**

**B2.15-1. Mandatory**

The Proposer shall archive meeting audio and video recordings for up to five (5) years. These recordings should be available on the Town's website and playable on-demand for residents.

**B2.16. Indexing and Cross Linking**

**B2.16-1. Mandatory**

The Proposer shall index and annotate the published meetings by adding jump-to points with specific item headings to give users the flexibility to find content easily. Jump-to points must provide for the ability to view video of Council discussion on individual items by searching for or

clicking said items. Item headings must correlate with the meeting's agenda (i.e. Public Comment, Consent Calendar, Resolutions, Ordinances, Manager's Report, etc.).

**B2.17. Real-time Closed Captioning**

**B2.17-1. Mandatory**

The Proposer shall provide real-time closed captioning services for live streams utilizing a real-time encoder or a manual transcriber. The real-time closed captioning must be as concurrent as possible with the live video streaming. Live closed captioning must have a 95% accuracy rate or better.

**B3. Transition**

At the discretion of the Town, the selected Proposer shall coordinate and transition the Services from the incumbent vendor to its system within a timeframe to be agreed upon between the Town and the selected Proposer. Proposer must ensure a complete data conversion from the incumbent vendor to the selected Proposer's platform. The Town requires that all historical data (past agendas currently available online) continue to be available to the public through the selected Proposer's platform. The selected Proposer shall not receive compensation for this transition and shall be limited to the fees provided in its Proposal.

**B4. Contract Term**

The Term of this Agreement shall be for three (3) years commencing on the effective date of the Agreement.

The Town, by action of the Town Manager, has the option to extend the term of the Agreement for two (2) additional one-year terms, subject to continued satisfactory performance as determined by the Town Manager and to the availability and appropriation of funds.

**B5. Compensation**

For services rendered, the Town shall pay the amounts identified in Exhibit A – Fee Schedule, as may be amended from time to time, which is incorporated into and made a part of this Agreement.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

(Vendor Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

(Affirm Firm's Seal, if available)

ATTEST:

**Town of Miami Lakes**, a municipal corporation of the  
State of Florida

\_\_\_\_\_  
Gina Inguanzo, Town Clerk

\_\_\_\_\_  
Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

\_\_\_\_\_  
Raul Gastesi, Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

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

NOTARIZATION

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC



**EXHIBIT A – FEE SCHEDULE**

<b>SOFTWARE, IMPLEMENTATION, &amp; FIRST YEAR HOSTING FEES</b> Software Cost to include software module fees and any other expense related to the acquisition of the software.	\$ _____
<b>REAL-TIME CLOSED CAPTIONING</b> Specify which: <input type="checkbox"/> Live Transcriber or <input type="checkbox"/> Real-Time Encoder	\$ _____
<b>IMPLEMENTATION SERVICES</b> Professional Services/Project Management and Implementation Costs	\$ _____
<b>YEARLY ALL-INCLUSIVE FEES (2-5 YEARS)</b> All-Inclusive Yearly Fees for Five Years, including Maintenance, Support, Licenses, Etc.	\$ _____
<b>ONSITE TRAINING (2 DAY MINIMUM)</b> Inclusive of travel expenses User Training (up to 100 individuals) – 2-day minimum Train-the-Trainer Training (up to 12 individuals) – 1 day minimum	\$ _____
<b>TOTAL COST</b>	\$ _____

**EXHIBIT B – CONTRACTOR’S PROPOSAL**