

## **REQUEST FOR PROPOSALS**

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157

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### **TITLE:**

Permitting, Licensing, and Enforcement Software Implementation

### **RFP NO.:**

1920-10-014

### **DUE DATE:**

Monday, August 31<sup>st</sup>, 2020 at 3:00pm (Municipal Building)

### **ISSUED:**

Wednesday, July 29<sup>th</sup>, 2020

### **CONTACT PERSON:**

Wesley Maltby  
Building Director  
WMalby@palmettobay-fl.gov

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
Village Manager's Office  
LPittser@palmettobay-fl.gov

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## SECTION 1.0: Advertisement



### Village of Palmetto Bay

### REQUEST FOR PROPOSALS (RFP)

#### **Permitting, Licensing and Enforcement Software Implementation No. 1920-10-014**

The Village of Palmetto Bay is currently soliciting proposals to procure a software system to serve as its core for the Building Department. This software system will be used to manage workflows and record keeping related to a variety of building and land use permits, trade licenses, code enforcement cases, periodic inspections, regulatory enforcement programs. It will also be used to track and manage information for all the Village's buildings and properties, such as land uses and building occupancies, unit counts, type of construction, rental unit status, and similar enduring characteristics that extend beyond a normal permit life cycle.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 3:00 p.m. on or before Monday, August 31<sup>st</sup>, 2020** at which they will be publicly opened and announced. **A mandatory pre-bid meeting will take place at the Municipal Building, Village of Palmetto Bay, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157 on Tuesday, August 11<sup>th</sup>, 2020 at 10:00 am or depending if the Village is still close to the public, additional arrangements will be made. Further instructions are stated on the proposal document.**

To be considered, all interested parties must request a copy of the proposal document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under Bids and RFP's. Documents will be available to download on **Wednesday, July 29<sup>th</sup>, 2020 by 9:00am**. Please submit an original, two (2) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **Permitting, Licensing and Enforcement Software Implementation "RFP # 1920-10-014"**. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov) or 305-259-1234.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).

**SECTION 2.0:**

**Introduction and Purpose**

**General**

The Village of Palmetto Bay is seeking to procure a Building Department Software (hereinafter referred to as “Software”) to serve as its core operations. This software system will manage workflows and record keeping related to a variety of building and land use permits, trade licenses, code enforcement cases, periodic inspections, and regulatory enforcement programs. It will also be used to track and manage information for all of the Village’s buildings and properties, such as land uses and building occupancies, unit counts, type of construction, rental unit status, and similar enduring characteristics that extend beyond a normal permit life-cycle.

The goal of the Software is to provide a next-generation replacement to its current permit system that will provide core tracking and workflow functionalities, as well as to integrate closely with (or replace) other Village tools and systems (such as electronic document management, electronic plan review, interactive voice response, electronic payment, geographic information, employee timekeeping, billing and financial management, management reporting, etc.) to provide a seamless overall experience for the Software internal and external customers.

The purpose is to solicit the most appropriate Software system from a qualified Proposer at a firm, fixed price, including implementation services. The Village prefers to purchase an existing system that is commercially available without major customizations, in use by other agencies in other jurisdictions of similar size and complexity and proven to operate effectively over time.

The Village prefers to purchase from a Proposer who has demonstrated long-term viability as a company and a long-term commitment to customers through regular product enhancements and on-going support. The Proposer must also provide a proven, effective, and careful structured approach to implement the chosen Software. In this context, implementation refers to all efforts required to provide a complete and functioning system and to prepare the Village to use it effectively. This includes technology and implementation planning, detailed design, interfaces, software integration, designing minimal software modifications, testing, training, data conversion, end user and technical documentation, project management, implementation change management, and post-implementation warranty support.

The Village reserves the right to reject any or all Proposers whose software and implementation proposals do not adequately meet the Village’s Requirements.

**Estimated Schedule**

The Village anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Proposals Legal Advertisement	July 29 <sup>th</sup> , 2020
Mandatory Pre-Proposal Meeting Municipal Building/Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	August 11 <sup>th</sup> , 2020 10:00am****
Last Date for Submittal of Written Questions Prior to Proposal Due Date	August 25 <sup>th</sup> , 2020 3:00pm
<b>Proposals Due</b> Attn: Missy Arocha, Village Clerk Village of Palmetto Bay Municipal Building 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	August 31 <sup>st</sup> , 2020 3:00pm or earlier

\*\*\*\* Due to Covid-19, if you are interested in participating, please email [Lpittser@palmettobay-fl.gov](mailto:Lpittser@palmettobay-fl.gov) at least (5) days before the meeting takes place. The Village will accommodate the meeting virtually if needed or give you further instructions.

**END OF SECTION**

**SECTION 3.0: Terms and Conditions for Receipt of Proposals**

**3.00 Requirement to Meet All Provisions**

Each Proposer submitting a proposal (Proposer) shall meet the terms and conditions of the Request for Proposals (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.

**3.01 Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village’s Procurement Code. Proposers are to promptly notify the Village’s Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

**3.02 Inquiries Regarding RFP**

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division – Village Manger’s Office  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Tuesday, August 25<sup>th</sup>, 2020 at 3:00pm.

**3.03 Addenda to RFP**

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent should*

*acknowledge receipt of any addenda by indicating same in their proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

**3.04 Proposal Withdrawal and Opening**

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Proposer unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. If the proposer chooses to withdraw their proposal after the proposer has been granted the award, there will be fees that will be incurred to the proposer as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.

**3.05 Revision of Proposal**

At any time during the submittal evaluation process, the Department may require a Proposer to provide written clarification of its submittal.

**3.06 Reservations of Rights by the Village**

The issuance of this RFP does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a Request for Proposals; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include committees or examiners, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a proposer that was granted award but declined, the Village has the right to enter into negotiations with the second highest scored proposer.

**3.07 No Waiver**

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

**3.08 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Contractor, lobbyist, or Proposer and the Procurement Specialist named herein Proposer solicitation is exempt from the Proposer. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### **3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract, including but not limited to costs incurred by the Proposer as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

### **3.10 Certification**

The signer of the Response (to this RFP) must declare by signing all the required forms Proposer included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Contractor/Proposer List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Proposer Past Contract Disqualifications

### **3.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be



public records subject to public inspection. Proposers are bounded by the same public records and therefore shall keep their records as well.

### **3.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Proposer is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Errors and omissions or Proposer liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the

Proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

### **3.14 Accounting**

Invoices, unless otherwise indicated, must show purchase order numbers, and shall be submitted to the Village of Palmetto Bay, Building Department Attn: Mr. Wesley Maltby, Building Director, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

### **3.16 Submittal of One Proposal Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Proposer submitting a proposal, or who has quoted prices on materials to such Proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Proposers submitting proposals.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the solicitation to which Proposer took exception. Failure to comply may be cause for rejection of the proposal.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.20 Litigation**

All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees, or sub-Contractor has been involved in within the last three (3) years.

### **3.21 Sub-Contractor**

If any Proposer submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Proposer(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay.

### **3.22 Indemnification**

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Proposer or its employees, agents, servants, partners, principals or sub-Contractor. The Contractor/Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.23 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items RFP must be new, the latest model, of the best quality, and highest-grade workmanship.

### **3.24 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

[www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

**3.25 Force Majeure**

The performance of any act by the Village or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

**3.26 Work Delays**

Should the Proposer be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Proposer. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

**3.35 Bid Guaranty - Not Applicable.**

**END OF SECTION**

## **SECTION 4.0: Scope of Services**

### **4.00 Scope of Work**

The Village intends to acquire the most appropriate financially attractive solution from a qualified Proposer at a firm, fixed price, to enable it to create, manage and track permits, regulatory activities enforcement actions, and property information. The Village intends to purchase a proven system/solution that is already in use and operating effectively in other jurisdictions of similar size and complexity. The Village requires a hosted, software-as-a-solution (SaaS) platform not an on-premise appliance or software suite.

#### **Software Scope**

The general capabilities of the software solution chosen not only needs to replace the functionality of our current system but is also expected to offer the Village new capabilities. Current capabilities needed include the following:

- The ability to accept, review, issue and inspect a variety of building and land use permits, with support for information collection for the full, end-to-end range of permit life cycle, including pre-application processes and conferences, code interpretations, design review, peer review, exemption and exception requests, fee payment, permit application, screening completeness, document acceptance, routing, review and re-submittal, public notice, public comment, appeal decisions, conditions of approval (and inheritance), “time possession” tacking, covenant and document recording, permit issuance, permit inspection, inspection monitoring, Special Inspection programs, bonds and insurance, post-issuance submittals (revisions, shop drawings), permit relationship management, Certificate of Occupancy, on-going performance monitoring, permit close out, and handling of any exceptions to start-to-finish process flows (such as cancellation and expiration).
- Ability to manage end-to-end code enforcement processes, including complaint lodging, case assignment, investigation inspections, issuance of citations and other enforcement documents, Director’s Review, appeals, variances, Hearing Examiner processes, referral for legal action, case resolution, and exception processes.
- The ability to manage a variety of licensing programs (for both individuals and objects or installations,) including testing and test management, requirements management/satisfaction, license issuance and renewal, and close out.
- Support for auditable financial tracking, including handling all Department cash transactions, escrow account management (for both people and buildings,) billing process management tools, and complete records tracing and reconciliation tasks. Currently the Village manages this task using Eden and Tyler Cashiering developed by Tyler Technologies.

Expanded capabilities needed include:

- More robust tools for building, address, and property information management. To expand Village-wide focus, with information tracking and management for addresses, development site parcels, and building inventory records on a Village-wide basis. This includes an inventory of uses, unit counts and occupancies, high level property information, high level building characteristics, tracking covenants, land restrictions, and development potential transfers and credits, and sub-inventories for buildings and properties with specific attributes (such as the existence of rental units, unreinforced masonry construction, and similar subsets).
- The Village will want excellent integration using software industry-standard approaches (such as web services and published API's). Areas where we plan to integrate (or obtain directly, should these features be included in the winning selection) include electronic plan submittal and electronic plan review/markup, GIS application and geo-spatial data, public-facing services offered on the internet (such as online permit application and issuance, fee payment, inspection requests, notification subscription features, and customer-created person portals), support for internal mobile applications (for field personnel), and support for external mobile applications (for customers using mobile devices).
- Quality and design features that utilize software industry standards and non-proprietary languages, allow code re-use, and enable lower maintenance costs.
- Tracking application, review, issuance, inspection, and closure activities for all the major Department construction permits (including building, demolition, grading and sitework, and various "trade" permits).
- Start to finish management of Land Use and public process permits (including Master Use permits, platting actions, design review, code interpretations, public notice, public comment, appeal processes, and Land Use conditioning).
- Compliant and case management for areas of Code Enforcement authority (including Notice of Violation processes, citation issuance and tracking, Director's Review and appeal processes, referrals for legal action, and on-going management of vacant buildings.)
- Department "resource" management, such as address assignment, management of permit-related parcels and buildings, tracking property encumbrances (such as Land Use conditions that apply for life, transfer of development rights between properties, etc.), management of inspector assignments, tracking qualifications of non-Village agencies to perform "Special Inspection" assignments, and similar uses.

- The Village sent out a questionnaire to the Building and Planning Departments for their input as to what they would like to have. Please review **Exhibit 1** located at the end of this solicitation.

### **Staff Support Tools**

- Calendaring system for Village workgroups to manage their internal schedules.
- Personalized dashboard view of current work assignments and due dates.
- Tools for staff to estimate work effort per project, and supervisors to make assignments, set completion targets, and monitor review process.
- Monitoring/alert tools to support efficient plan movement and routing.
- Inspection support tools to view daily assignments (list or map), balance workloads, link to related relevant documents, and enter inspection results in the field.
- Tools to merge duplicate Contract records while maintaining data integrity of associated permit and other records.

### **In-Person Interactions with the Public**

- Calendaring system to meter availability of appointment times and to book available time slots.
- Tool to manage inter-Departmental application prerequisites, set specific requirements per project, and track progress toward completion.
- Tool to manage our walk-in service center, including queuing of walk-in customers and wait time display. Real-time wait times are reported on the web.
- Tool to maintain records of early contacts with applicants, including notes about conferences and coaching sessions, logging of questions asked, and answers received, and tracking for exemption/exception process that are resolved prior to formal permit application.

### **Electronic Interactions with the Public**

- Manage a knowledge base for internal query to support public questions regarding Land Use and Building Codes. Responses can be template-based, from the knowledge base of the Village.
- Accept new application and electronic plans and documents for review, and manage subsequent routing, review, mark up, and approvals.
- Maintain a “library of corrections” and code language to create and send template-based electronic letters to applicants with required corrections.
- Manage public notice processes and “publish” public notice for Land Use permits on the web.

### **Additional Functionality**

- System to manage issuance, renewal, and expiration of trade licenses.

- System to track registration, inspection, and billing of installations with required regular periodic inspections (for example: inspection of elevators) by Village or non-Village inspectors.
- View all details and status of any permit or complaint when searching by project number or address.
- Create an online account and track status and activity of all their permits and applications in one place. Customers who create such an account can also:
  1. Start a new project online.
  2. Submit their full permit application and all related electronic documents online.
  3. Schedule appointments for application intake.
  4. Be notified of completion of review and correction requirements.
  5. Submit electronic corrections and revisions requests.
  6. Pay permit and license fees online with a credit card.
  7. Schedule same day or next day inspections online.
  8. “Self-Issue” simple electrical permits online.

### **Services Scope**

As part of the contract scope, the Village requires system implementation and integration services to transition from our current software to the chosen platform. Both software and services must be included in the winning proposal. Multiple vendors may be included in the proposal for execution of the various components, but proposals that include multiple vendors must clearly identify one vendor or Proposer as the “prime contractor” and all others as subcontractors. The prime contractor will retain the ultimate responsibility for the entire contract and its successful execution.

For the services portion of the contract, the Village expects proposals to include a plan of implementation and management of the current software to the replacement platform. The Village will partner with the chosen Proposer during implementation, both to assist with the transition, and to ensure sufficient knowledge transfer for the Village to be fully capable of on-going management, maintenance, and expansion.

**END OF SECTION**



## SECTION 5

### 5.0 Evaluation and Content of Proposals

The Proposals will be graded based on:

- 20 Project Scope Deliverables to meet the demands set forth on this RFP.
- 20 Cost of the Project Scope to include implementation and training
- 20 The Proposers' past experience and performance on comparable projects.
- 20 Three (3) references that shows project costs and timeline of completion.
- 20 Methodology of Implementation of Software

**100 Total Available Points**

#### 5.1 Mandatory Pre-Proposal Meeting:

At the mandatory pre-proposal meeting, representatives of the Village will be available to answer questions and explain the intent of this RFP. It will give the Proposer the opportunity to ask the questions necessary for a complete understanding and intent of the proposal. After concluding with the mandatory pre-proposal meeting, any questions discussed in the meeting, modifications or additions will be answered with an Addendum to each proposer that attended said meeting and registered their name on the Village's sign in sheet for that day. **Due to Covid-19 adjustments, if interested in submitting a proposal, please contact [lpittser@palmettbay-fl.gov](mailto:lpittser@palmettbay-fl.gov) (5) days prior to the mandatory pre-proposal meeting to receive further instructions.**

#### 5.2 Short-List of Proposers:

The examining committee will shortlist after examination based on the criteria of 5.0 the (3) three highest ranked Proposers and request a presentation from each of them. Once the presentation is complete, the Village at its discretion will choose the best Proposer that encompasses the overall criteria that the Village is expecting.

#### 5.2 Preparation of Proposals:

1. Proposer will need to provide (1) copy, (1) original and an electronic copy of their proposal either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this RFP. Additional copies may be requested by the Village at their discretion.
2. Sealed Proposals will be submitted in one package marked "Permitting, Licensing & Enforcement Software & Implementation" RFP 1920-10-014 to include the name of company, address, and contact person and phone number.
3. The package with the proposals inside should be sent to:

Ms. Missy Arocha, Village Clerk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their Proposal is time stamped in at Village Hall prior to **3 p.m., local time, on August 31st, 2020**. The Village's time/date stamp will be considered as the official time. Failure of a Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

4. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Proposer in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Proposer and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

5. Proposal shall include:

- Cover letter (showing intent, brief history of Company and contact information)
- Organization Chart, showing key personnel that will be assigned for the task of implementation and training
- Methodology for Implementation and Training
- Copy of the Contract/Agreement from the Proposer
- Acknowledgement of all Addendums
- Required Proposal Submittal Forms, Section 6.0
- Past Government Disqualifications and Litigation history for the past 3 years
- Proposal Price itemized by software, maintenance and training and summed up as lump sum.

**END OF SECTION**

**SECTION 6.0: Required Proposal Submittal Forms**

**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Bids, which 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 Bid 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 Bids will be followed if none of the tied Proposers have 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' 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 Bid 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 of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Proposer: \_\_\_\_\_

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

**SUB-CONTRACTOR LIST**

Proposer shall list all proposed Sub-Contractor to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-Contractor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>

## **REFERENCES**

Each proposal must be accompanied by a list of at ***least three (3)*** references, which shall include all the information requested below:

# VILLAGE OF PALMETTO BAY ■ REFERENCE FORM



Solicitation Information: RFP# 1920-10-014 Permitting, Licensing, & Enforcement Software Implementation

Name of Bidder: \_\_\_\_\_

To Whom it May Concern,

The above reference vendor has submitted a response to a bid solicitation that was issued by the Village of Palmetto Bay. The Bidder has provided your information as a reference with their Bid submission and by providing you with this document we are requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

### Project Information:

Title/Scope of Work:

\_\_\_\_\_  
\_\_\_\_\_

Initial Value of Contract: \_\_\_\_\_ Final Value of Contract: \_\_\_\_\_

Was the work performed timely: \_\_\_ Yes \_\_\_ No

Was the work performed to acceptable quality standards: \_\_\_ Yes \_\_\_ No

Would you enter into a contract with the vendor in the future? \_\_\_ Yes \_\_\_ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? \_\_\_ Yes \_\_\_ No

Total number of change orders: \_\_\_\_\_ Were any contractor driven: \_\_\_\_\_

Number of RFI's submitted by the vendor: \_\_\_\_\_

If you responded no to any of the above please provide details:

\_\_\_\_\_  
\_\_\_\_\_

### Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: \_\_\_\_\_

Name of Individual completing this form: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Thank you for your support in helping us evaluate our solicitation responses. You may fax or email to (305)259-1290 or [Lpittser@palmettobay-fl.gov](mailto:Lpittser@palmettobay-fl.gov).

Sincerely,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Contractor/Proposer warrants that it is willing and able to comply with all applicable State of Florida laws, rules, and regulations.

B. Contractor/Proposer warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Contractor/Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Contractor/Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor/Proposer warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Proposer has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Proposer warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Proposer acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Proposer, if the Proposer is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Contractor/Proposer: \_\_\_\_\_

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

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }        SS:

\_\_\_\_\_being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Contractor/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Proposer or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Proposer: \_\_\_\_\_

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

Continued on next page.



ACKNOWLEDGMENT

State of Florida

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

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed \_\_\_\_\_ it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**SWORN STATEMENT PURSUANT TO**  
**SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 Village OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

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 - S.S. # \_\_\_\_\_)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and 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 of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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, ore 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered In the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Proposer: \_\_\_\_\_

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

Continued on next page.

ACKNOWLEDGMENT

State of Florida

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

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

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: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state: That the above named Proposer, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Contractor, or third party Contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Proposer: \_\_\_\_\_

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

ACKNOWLEDGMENT

State of Florida

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

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
 Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
 Did take an oath or  
 Did not take an oath.

**BUSINESS ENTITY AFFIDAVIT**  
**(PROPOSER / CONTRACTOR DISCLOSURE)**

Contractor or Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Contractor or Proposer, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer or Contractor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer or Contractor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Contractor or Proposer recognizes that with respect to this transaction or bid, if any Contractor or Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Contractor or Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Contractor or Proposer completes and executes the Business Entity Affidavit form below. The terms "Contractor" or "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, \_\_\_\_\_ being of first duly sworn

State of \_\_\_\_\_:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

---

*Federal Employer Identification Number (If none, Social Security Number)*

Continued on next page.

---

*Name of Entity, Individual, Partners or Corporation*

---

*Doing Business As (If same as above, leave blank)*

---

*Street Address Suite Village State Zip Code*



**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than Sub-Contractor, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Continued on next page.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Proposer: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

State of Florida

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

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Contractor/Proposer),  
hereby acknowledge and agree that we, as the Prime Proposer for Village of Palmetto Bay,  
Village of Palmetto Bay \_\_\_\_\_, RFP# **1920-10-014**, as  
specified, have the sole responsibility for compliance with all the requirements of the Federal  
Occupational Safety and Health Act of 1970, and all State and local safety and health  
regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any  
and all liability, claims, damages losses and expenses they may incur due to the failure of :  
\_\_\_\_\_

\_\_\_\_\_  
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Proposer: \_\_\_\_\_

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

Attest: \_\_\_\_\_

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

Attest: \_\_\_\_\_

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

**VILLAGE OF PALMETTO BAY**  
**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 Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Proposer: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

State of Florida

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

On this \_\_\_\_\_ day of, 20\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page.

NOTARY PUBLIC

SEAL OF OFFICE:

---

(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

- Personally known to me, or
- Produced identification:

---

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Contractor/Proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Proposer: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.





**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Contractor/Proposer

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION:     Permitting, Licensing & Enforcement Software Implementation  
RFP No. 1920-10-014 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is \_\_\_\_\_, 20 .

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Building Department will be responsible to assure that said proposer is complying within the scope of this RFP.

Sincerely yours,

\_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

**Exhibit 1**

**Village Request Form from Building/Planning/Finance  
Departments**

#	Requirement	Status
	Able to take payments online	Currently not available
	Take pictures in the field and attach to file on system	Currently printing pictures
	Getting rid of paper files and become electronic based	Currently printing and keeping file until it is closed it is then scanned
	Being able to pull information and better reports	Current reports not so easy to access the information
	Public access to view violations on the property	Currently no access
	GIS/Property Appraiser access from the system	Currently no access
	Municode access from the system	Currently no access
	Print citations and warning from the field	Currently able to print but does not have numbers for citations and warning (does not work)
	System updates for new property owners	Manually entering information
	Once entering address or folio being able to view all departments information	Currently able to view but having to go to each department
	Must be able to interface with Tyler Cashiering.	

#	Requirement	Status
	System to take inspection request online.	
	Inspections downloaded to handheld devices (tablet / smart phones?) eliminate paper inspection slips.	
	System to issue client confirmation # as proof they actually requested an inspection.	
	System to allow the online viewing of inspection and plans review results.	
	System to automatically re-load an inspection type when a failed result is entered	
	The ability to allow inspectors to add field conditions photos of inspection issues directly to the permit file from the field. This can also aid in in a defense in any future litigation.	
	Inspectors should be able to use the system via smartphone or tablet to fully access the system and their inspections in the field. This includes maps, plans, and associated permit information.	
	Clients can see an approximate scheduled time for their inspection. perhaps see them as they go through their route.	
	Ability for customer (contractor or owner) to add special requests or information to their request such as gate codes...	
	Client to view inspection results & comments real time.	
	The ability for authorized staff to reassign inspections to another inspector.	
	Automated phone system (IVR).	
	Sort, print inspection & route slips.	

#	Requirement	Status
<b>1</b>	The system is expected to be hosted in a secure cloud environment. Private clouds or top-tier cloud providers like AWS, Azure, Google, or NWRDC are acceptable. No on-premise systems will be considered.	
<b>2</b>	The system provider is expected to furnish network and system engineering designs describing how their application is distributed and how Village data is secured, protected, and available 24/7/365.	
<b>3</b>	The system is expected to be available to all users 24/7/365.	
<b>4</b>	The system provider is expected to communicate any non-emergency or maintenance service outage to the Village with a minimum of two weeks' notice.	
<b>5</b>	In the event of an emergency outage, the system provider is expected to maintain contact with the Village and provide timely, regular updates on the incident, status and ETA of recovery.	
<b>6</b>	The system provider is expected to furnish and adhere to a Service Level Agreement document which details system availability, downtimes, disaster recovery, support response times, and more.	
<b>7</b>	The system is expected to be primarily browser-based and compatible with all modern web browsers including but not limited to MS Edge, Google Chrome, Firefox, Opera, and Safari.	
<b>8</b>	The system is expected to be compatible with all major operating systems including but not limited to Windows 7, Windows 8.1, Windows 10, MacOSX, Google ChromeOS, Android, Apple iOS, and Linux.	
<b>9</b>	System technical support is expected to be reachable by Village users within the application itself, by email, and also by phone. All contact methods must be clearly denoted and adhered to by the provider.	
<b>10</b>	System provider hours of operation must be clearly denoted and adhered to, especially with regard to technical and emergency support availability. Any changes must be communicated to the Village.	
<b>11</b>	Standard technical support is expected to be available during Village business hours (M-F, 8:30am to 5:00pm). Emergency technical support is expected to be available 24/7/365.	
<b>12</b>	The system is expected to be designed in responsive or reactive methods where the web application adjusts automatically to different screen sizes and device types.	
<b>13</b>	The system is expected to have a clear set of user-customization features where users can adjust the layout, position, and availability of commonly used system tools that pertain to their job function.	
<b>14</b>	The system is expected to provide administrative tools to assign granular user privileges to each user, operational group, division, and department.	

#	Requirement	Status
<b>15</b>	The system is expected to provide an expansive set of built-in reports.	
<b>16</b>	The system is expected to provide a way to create new, custom reports as needed.	
<b>17</b>	The system provider is expected to include custom report development consultation services as part of its support structure.	
<b>18</b>	All reports, built-in or custom, should be exportable to standard document formats (.doc(x), .pdf, .xls(s)) and common database formats (SQL, etc.).	
<b>19</b>	Data access, like application access, is expected to be available 24/7/365.	
<b>20</b>	The system provider is expected to provide the Village with a method (s) to download/obtain all Village data from within the system at any time for whatever reason the Village deems necessary.	
<b>21</b>	The system is expected to provide methods to automate and schedule reports and their delivery to specific users and groups as per Village business needs.	
<b>22</b>	The system is expected to support methods for the Village to brand and stylize the application for internal and external (public) portals in accordance with Village branding guidelines.	
<b>23</b>	The system provider is expected to import all data from the corresponding modules within EDEN that pertain to Community Development business functions.	
<b>24</b>	The provider is expected to develop a method to verify and import data from an Access database containing development data from the Village's first permitting system, PTWIN.	
<b>25</b>	The system is expected to provide interactive GIS electronic maps of the Village with layers corresponding to Community Development, Public Services, and Parks operational needs.	
<b>26</b>	The system is expected to provide methods where Village staff or the public may obtain and distribute public records via self-service, browser-based tools.	
<b>27</b>	The system is expected to provide methods to import existing GIS data and layers relevant to Community Development, Public Services and Parks operational needs from the Village's existing ArcGIS Online portal.	
<b>28</b>	The system is expected to log and timestamp every activity performed by any user including the public with detailed information for forensic analysis purposes.	

#	Requirement	Status
29	The system provider is expected to furnish a method, automated or otherwise, that allows the Village to import parcel and property owner data updates from Miami-Dade County and other potential sources into the system.	
30	The system is expected to provide methods for <i>staff</i> to manage all property information including but not limited to folio number, parcel address, owner information, mailing address, owner history, etc.	
31	The system is expected to provide approval queues so that specifically identified actions taken or changes to data made by specific Village staff members must be approved by a chain of command steps before impacting live data.	
32	Regarding approval queues, the system is expected to provide methods for bulk or multiple item approval/ rejection which can be enabled or disabled per user / group / etc.	
33	The system is expected to provide a notification system for group, intra-divisional, intra-departmental, and cross-departmental work processes so that changes to critical data are communicated to related organizational groups.	
34	The system provider is expected to regularly update the platform with the latest features and toolsets. Updates must be scheduled and communicated to the Village in advance.	
35	The system provider is expected to conduct business process review sessions to assist the Village in codifying our operational processes in a manner that best transitions us into the new system.	
36	The system is expected to provide electronic methods for building plans to be securely uploaded by customers or staff in standard, expected file formats (.dwg, .pdf, .vso, etc.).	
37	The system is expected to provide electronic methods for authorized staff to review, annotate, approve, and reject electronic plans.	
38	The system is expected to provide notifications to <i>staff</i> , customers, contractors, and property owners of any changes or progress made on any related item in the system (permits, plans, inspections, code cases, etc.).	
39	The system is expected to prioritize paperless operational processes and methods.	
40	Access to the system by non-Village staff, such as tech support, project engineers, etc., must be tightly regulated and reported back to the Village. This should be included in the SLA document.	
41	The system is expected to be fully ADA-compliant.	
42	The system provider is expected to furnish an end-user training plan .	

#	Requirement	Status
<b>1</b>	keep all licenses stored in an electronic format	Hard copies now
<b>2</b>	accept electronic applications	non existing
<b>3</b>	electronic payment (better system)	currently the system is sensitive. Should work with numbers only not letter
<b>4</b>	license and certificate be able to link to a parcel	not available now
<b>5</b>	provide electronic signatures	hard copy has to be print and physically be routed for approval
<b>6</b>	provide certificate of use electronic (certificate)	manually process (word document)
<b>7</b>	allow customer to see progress of the applications submitted	not available now



#	Requirement	Status
<b>1</b>	System to check contractors' insurances and licenses and block those not current for inspections request and permit issuance.	
<b>2</b>	System to have expedited check of final inspections status, sub permits closure and template to streamline issuing a C.O. (Miami-Dade allows one to print their own C.O.)	
<b>3</b>	System to prepare 30 day & expired permit courtesy letters & email. After a certain grace period an expired permit would generate a code enforcement case.	
<b>4</b>	Allow fees and fines to be paid online.	
<b>5</b>	System to be capable of online computer-based plans review. Additionally, explore linking with outside agencies.	
<b>6</b>	System to allow clients to view and print their Elevation Certificates. CRS points for this.	
<b>7</b>	Levels of data security. Outside client to only view and print, clerks enter information, supervisor to revise some information manager or Security levels, allow changing of inspection results.	
<b>8</b>	Online permit applications and issuance for some routine permits such as fences, roofs & AIC change-outs.	
<b>9</b>	Software to allow online plans review and hard copy submittals.	
<b>10</b>	Need ability to add a unit or suite number to an address that tied to a folio# i.e. shopping centers, apartment / condo complexes.	
<b>11</b>	An approved inspection adds 180 day of life to a permit and its sub-permits	
<b>12</b>	Log of pending reviews by trade. When a reviewer is in, they are aware of any plans that await their review.	
<b>13</b>	System to track Substantial Improvements & Substantial Damage job cost improvements for properties in Special Flood Hazard Areas. This would include all permits to the structure in a rolling 5-year period as required per our flood ordinance and FEMA's CRS.	
<b>14</b>	Properties in SFHA to be routed for flood plans review. Researching other flood features	

#	Requirement	Status
<b>1</b>	to be able to do electronic plan review	not able now
<b>2</b>	to pull up existing liens from properties and permits	have to ask clerk for a list of liens to compare to the application received
<b>3</b>	previous approved site plans for properties	all as hard copies within file cabinets
<b>4</b>	flag for violations	not able now
<b>5</b>	provide conditions for permit regarding inspections on the field (on slip)	not able now
<b>6</b>	be able to provide comments right on submitted plans	not able now
<b>7</b>	be able to attach documents and links	not able now
<b>8</b>	autocorrect for spelling	not able now
<b>9</b>	provide permit categories	not able now
<b>10</b>	be able to attach separate permit categories required for the type of construction	not able now

#	Requirement	Status
<b>1</b>	System to allow the online viewing of inspection and plans review results.	
<b>2</b>	Software to allow online plans review	
<b>3</b>	Have the ability for plans reviewer's & inspectors to make a list of commonly used plans & inspection comments with the code reference Sec.# thus allowing them to paste the comment to a review/inspection with a click.	
<b>4</b>	Tracking of initial plans review comments and checking <i>off</i> items an second an successive reviews. Cleared comments to be filed.	

**End of Section**