



**Agenda
Special Meeting
of the Mary Esther City Council
November 17, 2025 - 6:00 PM**

195 Christobal Road – North, Mary Esther, FL 32569

1. **INVOCATION**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF THE AGENDA**
6. **NEW BUSINESS**
 - 6.1. **Consideration: Selection of Digital Boardwalk as First-Ranked Proposer for RFP 2025-01, Managed IT and Cybersecurity Services, and Authorization to Negotiate Final Contract**
7. **ADJOURN**

******* PLEASE TURN OFF OR SILENCE ALL CELL PHONES *******

WATCHING AND PARTICIPATION

To watch the meetings virtually, citizens may log onto the city's website (www.cityofmaryesther.com), click the "Public Meetings" section, and select the meeting they would like to watch.

Any citizen who would like to comment on non-agenda items must submit a service request through the city's website, call customer service at (850) 243-3566, or fill out a form at city hall. A form must be completed by 12 pm one week before the day of the meeting. Filling out a form does not guarantee you will be added to the agenda. If a citizen opts to participate virtually, an email will be sent with the Zoom registration link.

NOTES:

- 1) *Adjournment with continuation on the following day at 6:00 PM may be called if the meeting proceeds past 10 PM.*
- 2) *The City does not keep verbatim minutes as a matter of record. If a person decides to appeal any decision made by the Mary Esther City Council with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. See Florida Statute 286.0105*
- 3) *Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council is not allowed by law to endorse the religious beliefs or views of this or any other speaker.*

AGENDA ITEM

Agenda Item 6.1.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 17, 2025

SUBJECT: Consideration: Selection of Digital Boardwalk as First-Ranked Proposer for RFP 2025-01, Managed IT and Cybersecurity Services, and Authorization to Negotiate Final Contract

BACKGROUND:

In August 2025, the City published Request for Proposals (RFP) 2025-01 seeking qualified vendors to provide comprehensive Managed IT and Cybersecurity Services. The solicitation closed on September 12, 2025, and eight (8) responsive proposals were received.

DISCUSSION:

A review committee, consisting of Dillon Morris (City Clerk), Susan Macdonald (Administrative Coordinator), and Jared Cobb (City Manager), was established to evaluate all proposals based on seven pre-defined criteria, totaling 100 points:

Evaluation Criteria	Weight (Points)
Technical Approach and Methodology	30
Vendor Experience and Qualifications	20
Staffing and Expertise	10
References and Past Performance	10
Local Presence and On-Site Response	10
Local Preference	5
Cost Proposal	15
Total	100

The committee conducted two meetings to score and combine evaluations. Reference checks were completed via email and included in the evaluation process. Cost proposals ranged widely, from a low of \$31,700 to a high of \$231,420 annually. The lowest proposal received the full 15 points, and all other cost scores were calculated proportionally. The composite scoring ranked the top three firms as follows:

1. Digital Boardwalk: 83.26 Points
2. CRC Data Technologies: 80.67 Points
3. AIP US: 65.13 Points

The top three-ranked firms were invited for virtual interviews on November 4 and 5, 2025. Following the interviews, the Evaluation Committee completed the final ranking, with Digital Boardwalk selected as the first-ranked proposer based on their strong technical approach and competitive standing, followed by AIP US, and CRC Data Technologies. The Evaluation Committee recommends that the City Manager be authorized to proceed with contract negotiations with Digital Boardwalk.

FINANCIAL IMPACT:

The total cost proposals received ranged from \$31,700 to \$231,420 annually. The proposed cost submitted by Digital Boardwalk was competitive and is within the allocated budget for Managed IT and Cybersecurity Services. The specific final contract and pricing will be presented to the City Council for approval upon the successful conclusion of negotiations.

RECOMMENDATION:

Motion to select Digital Boardwalk as the first-ranked proposer for RFP 2025-01, Managed IT and Cybersecurity Services, and authorize the City Manager to negotiate a contract, with the finalized contract brought back to the City Council for consideration.

ATTACHMENT(S):

1. Evaluation Committee Scoring
2. RFP 2025-01: IT and Cybersecurity Services

Advanced Innovative IT Solutions LLC	61
Technical Approach and Methodology (30 points)	23
Vendor Experience and Qualifications (20 points)	17
Staffing and Expertise (10 points)	10
References and Past Performance (10 points)	0
Local Presence and On-Site Response (10 points)	5
Local Preference (5 points)	0
Cost Proposal (15 points)	6
AIP US, LLC	65
Technical Approach and Methodology (30 points)	24
Vendor Experience and Qualifications (20 points)	17
Staffing and Expertise (10 points)	9
References and Past Performance (10 points)	7
Local Presence and On-Site Response (10 points)	4
Local Preference (5 points)	0
Cost Proposal (15 points)	4
Bit Wizards	57
Technical Approach and Methodology (30 points)	25
Vendor Experience and Qualifications (20 points)	12
Staffing and Expertise (10 points)	3
References and Past Performance (10 points)	0
Local Presence and On-Site Response (10 points)	10
Local Preference (5 points)	0
Cost Proposal (15 points)	7
ComTech LLC	56
Technical Approach and Methodology (30 points)	19
Vendor Experience and Qualifications (20 points)	19
Staffing and Expertise (10 points)	9
References and Past Performance (10 points)	0
Local Presence and On-Site Response (10 points)	6
Local Preference (5 points)	0
Cost Proposal (15 points)	2
Consultadd	57
Technical Approach and Methodology (30 points)	20
Vendor Experience and Qualifications (20 points)	17
Staffing and Expertise (10 points)	7
References and Past Performance (10 points)	0
Local Presence and On-Site Response (10 points)	7
Local Preference (5 points)	0
Cost Proposal (15 points)	6

CRC Data Technologies	81
Technical Approach and Methodology (30 points)	23
Vendor Experience and Qualifications (20 points)	17
Staffing and Expertise (10 points)	8
References and Past Performance (10 points)	8
Local Presence and On-Site Response (10 points)	9
Local Preference (5 points)	0
Cost Proposal (15 points)	15
Digital Boardwalk	83
Technical Approach and Methodology (30 points)	25
Vendor Experience and Qualifications (20 points)	19
Staffing and Expertise (10 points)	10
References and Past Performance (10 points)	10
Local Presence and On-Site Response (10 points)	8
Local Preference (5 points)	0
Cost Proposal (15 points)	11
Technology Innovation Partners, Inc	54
Technical Approach and Methodology (30 points)	21
Vendor Experience and Qualifications (20 points)	17
Staffing and Expertise (10 points)	8
References and Past Performance (10 points)	0
Local Presence and On-Site Response (10 points)	5
Local Preference (5 points)	0
Cost Proposal (15 points)	4

REQUEST FOR PROPOSALS (RFP)

IT and Cybersecurity Services

RFP Number: 2025-01

Issue Date: August 12, 2025

Proposals Due: September 12, 2025, at 11:00 AM CDT

Submission Location:

Electronically

Euna OpenBids

www.cityofmaryesther.com/bids

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1. INTRODUCTION AND PURPOSE

The City of Mary Esther, Florida, a municipality with approximately 4,500 residents, is soliciting proposals from qualified and experienced firms to provide comprehensive Information Technology (IT) and Cybersecurity Services. The City seeks a partner to manage its IT infrastructure and enhance its cybersecurity posture.

This Request for Proposals (RFP) aims to identify a vendor that can deliver high-quality services, demonstrate a strong understanding of municipal IT needs, and comply with all applicable Florida Statutes and the City of Mary Esther's Purchasing Policy.

2. CITY BACKGROUND AND CURRENT ENVIRONMENT

The City of Mary Esther operates various departments, including Administration, Finance, Public Works, and a Public Library, all of which rely on robust and secure IT systems. The City's current IT environment includes, but is not limited to:

- **Operating Systems:** Predominantly Windows 11 Pro on desktops and laptops.
- **Servers:** The City does not operate its own on-premises servers; server functions are managed through cloud-based solutions or vendor-provided services.
- **Productivity Suite:** Microsoft 365.
- **Key Applications:** Tyler Technologies ERP Pro for financial management, utility billing, and payroll.
- **Network Infrastructure:** Cisco switches and routers.
- **Security:** Existing anti-virus, anti-spam, and firewall solutions.
- **Backup:** Managed backup solutions.
- **Support:** Current services include performance/availability monitoring, OS and third-party patch management, and remote/onsite support.
- **Cloud Phone System:** Currently Zoom.
- **Security & Camera Systems:** Currently managed by A to Z Lock and Safe.

The City is committed to enhancing its technological capabilities and protecting its digital assets and data.

3. SCOPE OF SERVICES

The selected firm shall provide comprehensive IT and Cybersecurity Services, encompassing ongoing support, strategic enhancements, and specific project implementations. The scope of services includes, but is not limited to, the following:

3.1. General IT Support & Management

The Proposer shall provide all necessary labor, tools, and expertise to deliver ongoing IT support and management services for approximately 25 users across three separate facilities.

- **System Administration:**
 - Management and maintenance of all City workstations (Windows 11 Pro or newer).
 - Performance monitoring (CPU, disk space, disk queue length, memory, connectivity).
 - Operating System (OS) patch management.
 - Key application maintenance and 3rd party patch management for standard applications (e.g., Adobe Acrobat/Reader).
 - Active Directory and Exchange maintenance.
 - License and asset management.
 - Synchronization of time with the Domain Controller.
- **Network Management:**
 - Firewall management and maintenance.
 - Router and switch monitoring.
 - Ensuring security is enabled on private SSIDs (preferably WPA2 or better).
 - Web filtering management (via router/WiFi device or OpenDNS or betetr).
- **Security Management:**
 - Anti-Virus monitoring and management.
 - Anti-Spam monitoring and management.
 - UPS power monitoring for critical systems.
- **Backup & Disaster Recovery:**
 - Managed backup deployment, configuration, and performance monitoring.
 - Backup software updates and scheduled backup jobs.
- **Help Desk & Onsite Support:**
 - Unlimited remote and onsite support during standard business hours (Monday-Friday, 8:00 AM - 5:00 PM CDT).
 - User-friendly mechanism for support requests (e.g., phone/email/MS Teams).
 - Emergency support services with clearly defined response times and rates.
- **Third-Party Vendor Coordination:** Act as the primary IT contact for issues and coordination with third-party vendors for the City's cloud phone system (currently Zoom) and security and camera systems (currently with A to Z Lock and Safe). This includes troubleshooting,

liaison, and ensuring seamless operation of these critical systems.

3.2. Cybersecurity Enhancement (NIST Framework)

The Proposer shall provide expert assistance with the implementation and ongoing adherence to the latest version of the National Institute of Standards and Technology (NIST) Cybersecurity Framework. This includes, but is not limited to:

- **Assessment:** Conducting an initial assessment of the City's current cybersecurity posture against the NIST Framework's core functions (Identify, Protect, Detect, Respond, Recover).
- **Implementation:** Developing and assisting with the implementation of controls and practices necessary to align with the NIST Framework. This may involve policy development, technical configuration, and process improvements.
- **Monitoring & Compliance:** Providing ongoing monitoring, reporting, and support to ensure continuous compliance and improvement of the City's cybersecurity posture in accordance with the NIST Framework.
- **Training:** Providing recommendations for staff training on cybersecurity best practices related to the NIST Framework.
- **Breach Reporting Assistance:** Assisting and/or facilitating the City's compliance with Florida's cybersecurity breach reporting requirements, including providing necessary information, documentation, and technical support during a breach investigation and reporting process.

Note: The labor costs associated with implementing the NIST Framework and providing breach reporting assistance shall be included as part of the ongoing labor services for support and maintenance, not as a separate project cost.

3.3. Other Services

- **Strategic IT Consulting:** Provide ongoing advice and recommendations for IT strategy, technology upgrades, and future planning.
- **Disaster Recovery and Business Continuity Planning:** Assist in developing, testing, and maintaining comprehensive plans.
- **IT Vendor Management:** Assist the City in managing relationships with other IT-related vendors (beyond the primary contact role for phone/security systems).

4. PROPOSAL REQUIREMENTS

Proposals must be clearly organized and address all requirements outlined in this section. Failure to provide all requested information may result in disqualification.

4.1. General Information

1. **Company Profile:** Legal name, address, phone, website, primary contact person (name,

title, email, phone).

2. **Business Structure:** Type of entity (e.g., corporation, LLC), state of incorporation, proof of registration to do business in Florida, and number of years in business.
3. **Experience:**
 - Provide a brief history of your firm and its experience in providing IT and cybersecurity services, specifically for municipal governments or similar public sector entities.
 - List at least three (3) client references from municipal or government entities of similar size (population 4,500, 25 users, or comparable IT environment) for whom you have provided similar services within the last three (3) years. Include client name, contact person, title, phone number, email, and a brief description of services provided and contract duration.
4. **Certifications/Licenses:** Provide copies of all relevant business licenses and professional certifications (e.g., cybersecurity certifications, Microsoft certifications).
5. **Insurance:** Provide proof of adequate liability insurance with the following minimum coverages. Upon award, the City must be named as an additional insured:
 - \$1M minimum coverage commercial general
 - \$1M minimum professional liability
 - Statutory workers' compensation coverage
 - \$1M employers' liability
 - \$3M excess/umbrella
 - \$1M minimum coverage crime
 - \$1M minimum coverage cyber liability

4.2. Technical Proposal

The Technical Proposal should demonstrate a clear understanding of the City's needs and a detailed approach to meeting the Scope of Services.

1. **Approach to General IT Support & Third-Party Vendor Coordination:** Describe your methodology for providing the general IT support and management services outlined in Section 3.1, including your approach to proactive maintenance, help desk operations, emergency response, and your strategy for acting as the primary contact and coordinating with vendors for the cloud phone and security/camera systems.
2. **NIST Framework Implementation Plan:** Detail your proposed approach for assisting the City with the implementation of the latest NIST Cybersecurity Framework. Include:
 - Your understanding of the NIST Framework and its application to municipal environments.
 - A phased plan for assessment, implementation, and ongoing compliance.

- Specific tools, methodologies, or resources you will utilize.
 - Your approach to assisting with cybersecurity breach reporting requirements in Florida.
3. **Staffing and Expertise:**
- Identify the key personnel who will be assigned to the City of Mary Esther's account, including their roles, qualifications, and relevant experience.
 - Describe your firm's overall staffing capacity and how you ensure adequate coverage and expertise.
4. **Local Presence and On-Site Response:** Describe your firm's ability to provide timely on-site support and equipment exchange (e.g., onboarding/offboarding) at the City of Mary Esther's facilities. Please specify the typical response time for critical on-site issues, as well as the proximity of your technicians or the nearest office to the City of Mary Esther's main office. Proposers should indicate if they can guarantee a technician on-site within **90 minutes** of the City's main office for critical issues or equipment needs.

4.3. Cost Proposal (Separate Sealed Envelope)

The Cost Proposal must be submitted as a **separate file** clearly marked "Cost Proposal - RFP 2025-01."

1. **Annual Recurring Services Cost:** Provide a detailed breakdown of the total annual recurring cost for all ongoing IT and Cybersecurity Services as described in Sections 3.1, 3.2, and 3.3. This cost **must include the labor services for the implementation of the NIST Framework.**
 - Approximately 25 users - provide a clear line-item breakdown of monthly costs per user.
 - Networking and Wi-Fi equipment at two facilities (two buildings share a connection) - a clear line-item breakdown of monthly costs per device or location.
 - If not unlimited, specify hours provided for proactive maintenance, help desk, and strategic consulting.
2. **One-Time Setup/Transition Fees (if applicable):** Clearly itemize any one-time setup, transition, or onboarding fees.
3. **Hourly Rates for Out-of-Scope/Emergency Services:** Provide a schedule of hourly rates for services that fall outside the defined scope of recurring services or for emergency support beyond standard business hours.
4. **Hardware/Software Procurement:** If your firm acts as a reseller or recommends specific hardware/software, explain your pricing model (e.g., cost-plus percentage) and any associated fees. **Direct hardware/software costs are separate from the annual service cost. Pricing should be provided for annual Office 365 E3 licenses.**

4.4. Required Forms and Certifications

Proposers are required to complete and submit the following forms as part of their proposal package with the general and technical information. These forms are attached as separate exhibits to this RFP and must be signed and notarized where indicated.

- **Exhibit A: Contact Sheet**
- **Exhibit B: Sworn Statement Under F.S. Section 287.133(3) on Public Entity Crimes**
- **Exhibit C: Drug-Free Workplace Certification**
- **Exhibit D: E-Verify Statement**
- **Exhibit E: Respondent's Certification**
- **Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

5. EVALUATION CRITERIA

Proposals will be evaluated based on the "Best Value" principle, considering both qualitative and quantitative factors, not solely on the lowest price. A staff review committee will evaluate and recommend a vendor. The City Council will make the final decision on the award.

Evaluation criteria include, but are not limited to, the following:

- **Technical Approach and Methodology (30 points):** Demonstrated understanding of the City's needs, clarity, and feasibility of proposed solutions for general IT support, and NIST implementation.
- **Vendor Experience and Qualifications (20 points):** Proven track record, experience with municipal governments or similar organizations, and successful completion of similar projects.
- **Staffing and Expertise (10 points):** Qualifications, experience, and availability of key personnel; depth of technical expertise within the firm.
- **References and Past Performance (10 points):** Positive feedback from references regarding quality of service, responsiveness, and reliability.
- **Local Presence and On-Site Response (10 points):** Demonstrated ability to provide timely on-site support and proximity of technicians.
- **Local Preference (5 points):** In accordance with City of Mary Esther Purchasing Policy Part I.I, a local preference of 5% of the bid price or 5% of the total points available may be assigned to a respondent that has a principal office located within the City of Mary Esther and satisfies the definition of a "Local Business."
- **Cost Proposal (15 points):** Competitiveness of the proposed annual service cost, cost breakdown, and overall value for the services offered.

Proposal evaluation will include the following process:

- The City Clerk will open the Technical Proposals, review for responsiveness, and provide the proposals to the staff review committee.

- The staff review committee will review and rank the Technical Proposals based on the above criteria.
 - The committee reserves the right to request technical interviews with proposers during this evaluation.
- After ranking the Technical Proposals, the staff review committee will open, review, and rank the cost proposals.
 - The committee reserves the right to request interviews with proposers during this evaluation.
- Based on the completed ranking, the staff review committee may recommend a vendor for award to the City Council.

6. TERMS AND CONDITIONS

6.1. Definitions

When used anywhere in this solicitation document, the following terms have the meanings assigned below:

- 1) "Proposer" or "proposer" or "respondent" means the business entity submitting a reply in response to this solicitation.
- 2) The "City" or "City Council" means the City of Mary Esther.
- 3) "Contractor" refers to any respondent, if any, whose response is selected for award and with whom the City executes a contract.
- 4) "Response" or "bid" or "proposal" refers to a business entity's submission in response to this solicitation.
- 5) "Responsible" means an entity who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 6) "Responsive" means a bid, proposal, or reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.
- 7) "Staff review committee" is a group comprised of City employees established to review the responses submitted, score the proposals in accordance with the criteria, and make a recommendation for award. The City may request non-employees to participate in the committee to provide expert input on the proposals. The City Clerk serves as the non-voting chair of the committee. The City may or may not use an evaluation committee, which is a decision made in the City's discretion and depending on the type of solicitation.

If a term does not appear in the solicitation document, it is inapplicable to this solicitation. The terms hold the same meaning whether capitalized or not.

6.2. General Contract Terms

The successful Proposer will be required to enter into a contract with the City of Mary Esther. The contract will include, but not be limited to, standard clauses covering:

- Indemnification
- Insurance requirements
- Confidentiality and proprietary information
- Intellectual property rights
- Termination for cause and for convenience
- Force Majeure
- Non-solicitation (of City employees)
- **Governing Law:** The contract shall be governed by the laws of the State of Florida.

- **Dispute Resolution:** As outlined in the City's standard contract terms.
- **Payment Terms:** In accordance with the Florida Prompt Payment Act (Section 218.70, Florida Statutes).
- **Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Mary Esther abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.
- **Taxes:** The City of Mary Esther does not pay Federal excise or State sales taxes. Proposers should refrain from including such taxes in any billing resulting from a contract issued under this RFP document.
- **Additional Terms and Conditions:** No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFP and the respondent's authorized signature affixed to the response's signature section attests to this.
- **Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

6.3. Compliance

By submitting a proposal, proposers acknowledge and agree to comply with the following:

- **City of Mary Esther Purchasing Policy (Policy Number 17):** This RFP is issued in accordance with the City's Purchasing Policy, specifically Part I.D.4 requiring Sealed Bids/Proposals.
- **Florida Statutes:**
 - **Chapter 112.313, Florida Statutes:** Standards of Conduct for Public Officers and Employees.
 - **Chapter 119, Florida Statutes:** Public Records Law. All proposals and related documentation become public record subject to distribution pursuant to this statute. All public records requests shall be submitted to the City Clerk's Office at **850-362-6855**.
 - **Chapter 287.057, Florida Statutes:** Procurement of Commodities and Contractual Services (as applicable to municipalities).

- **Chapter 218.70, Florida Statutes:** Florida Prompt Payment Act.
- **Data Security and Confidentiality:** The Proposer must adhere to strict data security and confidentiality protocols, especially concerning sensitive City data.
- **No Federal Funds:** This procurement is not anticipated to involve federal funds; therefore, federal procurement regulations (e.g., 2 C.F.R. Part 200) and associated contract clauses (e.g., local preference prohibition) are not directly applicable to this specific RFP, but the vendor must be prepared to comply if future federal funding becomes relevant.
- **Public Entity Crimes (F.S. 287.133):** A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; 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 proposals on leases of real property to any public entity; 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 any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, in category two, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the proposer certifies that it is qualified to do business with the City of Mary Esther in accordance with all Florida Statutes.
- **Drug-Free Workplace (F.S. 287.087):** By signature on this solicitation, and completion of the Drug-Free Workplace form, the proposer certifies that it is qualified to do business with the City of Mary Esther and has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes.
- **E-Verify Statement:** Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: (1) All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and (2) All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.
- **Debarment and Suspension (Federal):** The prospective primary participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Mary Esther.
- **Lobbying:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City

Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement.

Proposers shall not contact any City Councilmember and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the contact listed. The City Council and/or the City Manager may disqualify any solicitation response where any Councilmember, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

- **Public Records:** Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer must in her or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Proposals or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Proposal or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Proposal, bid, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all Bids, or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records law. Specifically, the Proposer, shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or otherwise provided by law.
- C. 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 contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Proposer to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF MARY ESTHER; 850-362-6855 OR DMORRIS@CITYOFMARYESTHER.COM.

- **Costs:** The City is not responsible, accountable, or otherwise liable for any costs incurred by a respondent in preparing and submitting a response to this solicitation, including those for oral presentations, attending meetings, or any other requirements.
- **Inquiries, Communications, and Cone of Silence:**
 - From the date the solicitation is released until the City takes final action, Proposers must not communicate with any City councilmember, employee, or representative about this solicitation or Proposer's submission, other than the contact listed in Section 8, except as provided in this solicitation document or as expressly requested by the listed point of contact. Unauthorized communication or violations of this restriction constitute grounds for immediate disqualification and rejection of the response.
 - The Proposer is responsible for reviewing this solicitation in its entirety to determine whether the City's objective, the scope of services, conditions, and requirements are clearly stated. If a Proposer has any questions regarding this solicitation, Proposer must submit such inquiries and requests for clarification via email to the point of contact as directed in Section 8. Any questions concerning terms, conditions, and/or specifications shall only be directed via e-mail to the point of contact as directed in Section 8. Reference the solicitation number and the relevant section(s), subsection(s), paragraph(s), and page number(s) in all inquiries. The subject line must include the solicitation name and number. To be considered, any inquiry must

be submitted no later than the inquiry deadline. The City will consider the Proposer's failure to communicate inquiries or request clarifications by the inquiry deadline to constitute the Proposer's acceptance of all the conditions and requirements, as stated in the solicitation documents.

- The point of contact listed in Section 8 may send inquiries to any or none of the Proposer for clarification of information, if necessary. No additional information may be submitted, or follow-up performed by any Proposer, after the due date for responses, unless expressly permitted or requested by the City. No officer, employee, or other representative of the City other than the point of contact listed in Section 8 will contact Proposers regarding clarification of information.
- The City reserves the right to waive minor, nonmaterial irregularities in any or all bids and accept or reject, in part or in full, any or all bids.

- **Addenda:**

- To the extent that the City determines, in its sole discretion, to respond to any communications, inquiries, or requests for clarification, the City's response will be made in an addendum to this solicitation and posted in the same location that the solicitation was posted. All interpretations and clarifications related to this solicitation, or supplemental instructions, will be in the form of a written addendum from the City Clerk. No oral interpretations or clarifications from City staff or through other means are binding unless issued in writing by the City Clerk.
- It is the Proposer's responsibility to assure that any addenda are received, whether before or after response submission; the City presumes that addenda are received as of the date of posting. All Proposers should check the posting location at least seven (7) calendar days before the date fixed for receiving the Proposals to ascertain whether any addendum has been issued. Calendar changes (bid due date, award date, etc.) may be posted at any time if necessary. It may be required that an addendum be signed and returned with the Proposer's response. Proposers who do not sign addenda (if required) may have their entire response rejected.

- **Reserved Rights**

- The City, at its sole discretion and at any time, may delay the solicitation; delay or amend the schedule; amend the solicitation; or withdraw the solicitation, if it is to the advantage of the City to do so. The City, at its sole discretion, may withdraw, abandon, or terminate the solicitation up to the point of award and after award at any point prior to executing a contract with the awardee. The City, at its sole and absolute discretion, reserves the right to reject any, or parts of any responses; to re-advertise this solicitation, postpone, or cancel, at any time, the solicitation process; or to waive

minor irregularities and informalities in this solicitation or the responses received because of this solicitation. The City will notify Proposer of all changes by written addendum. Proposers are responsible for their own costs notwithstanding delays, amendments, or withdrawals and undertake costs to make a Proposal at their own risk.

- The City does not guarantee the award of any contract because of this solicitation process. The City reserves the right to make the award to the Proposer(s) who, in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the response of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the City's opinion, is not able to perform properly under this award. The City reserves the right to inspect all facilities of Proposer to determine as to the foregoing.
- If an awarded Proposer and City fail to enter a contract, or an awarded contract is terminated or cancelled within the first year or other short applicable portion of the contract period, the City may elect to negotiate and award the contract to the next ranked Proposer if it so chooses or it may extend time to perform, cancel, or take other appropriate action that is in the City's best interest. If the City receives only one response to the solicitation, the City may choose, at its discretion, to negotiate with and enter a contract with that Proposer if the terms are in the best interest of the City.
- **Award:** In the best interest of the City, the right is reserved to make one or more awards by individual item, group of items, all or none, or a combination of the foregoing. The City also reserves the right to reject all responses, to cancel a solicitation process at any time, or waive any minor irregularity or technicality in responses received. Further, the City reserves the right to secure expert advice in selecting the best response to meet the requirements of the City. Any such expert advice shall in no way be associated with an entity submitting a response. In some cases, an award may be based on the top-ranked Proposer and the City being able to agree on final contract terms. If for any reason the top-ranked Proposer and City cannot agree on final contract terms, the City may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked Proposer, and so on.
- **Social, Political, and Ideological Interests:** The City has not considered in entering any agreement under this solicitation the Proposer's social, political, or ideological interests nor given a vendor a preference based on the foregoing. Any agreement issued under this solicitation will be made in compliance with § 287.05701, Florida Statutes.

6.4. Contract Period

The initial contract term is one (1) year. The City may renew the contract for an additional one

(1)-year term, up to four times, for a total contract period not exceeding five (5) years. Renewals are contingent on satisfactory performance and mutual agreement of terms and conditions for renewal.

7. RFP PROCESS AND SCHEDULE

The City reserves the right to amend, withdraw, or cancel this RFP at any time, to reject any and all proposals, to waive minor irregularities, and to make an award in the best interest of the City.

- **RFP Issue Date:** August 12, 2025
- **Facility Site Visit (voluntary):** August 22, 2025, at 9:00 AM
- **Deadline for Questions:** August 29, 2025, at 5:00 PM CDT
- **Answers to Questions Posted:** September 5, 2025
- **Proposal Submission Deadline:** September 12, 2025, at 11:00 AM CDT
- **Proposal Opening:** September 12, 2025, at Noon CDT (Technical proposals opened; Cost proposals remain sealed until technical evaluation is complete).
- **Award Recommendation:** October 6, at 6:00 PM CDT
- **Anticipated Award Notification:** October 13, 2025
- **Anticipated Contract Start Date:** November 3, 2025

Submission Instructions:

Proposals must be submitted electronically through [Euna OpenBids](#).

- **Technical Proposal:** Submit as a separate file and **Do NOT include any pricing information in the Technical Proposal.**
- **Cost Proposal:** Submit the Cost Proposal as a separate file.
- Bid submission may not exceed total 30 pages, not including divider/separator pages;
- Cover page must identify the Solicitation Number, Name, Submission Date, and Proposer Name;
- All information must be in a legible typeface, such as Arial or Times New Roman;
- Table of Contents should identify the material by section and by page number;
- Number each page consecutively, including exhibits, attachments, and any other information; and
- Separate and identify each section of the Bid response by use of a divider/separation page.

Proposals received after the stated deadline will not be considered.

8. CONTACT INFORMATION

All inquiries regarding this RFP must be submitted electronically through [Euna OpenBids](#).

No verbal inquiries will be accepted. All questions and answers will be compiled and distributed to all prospective proposers who have registered their interest in this RFP through [Euna OpenBids](#).