



Advertise Date: Friday, May 11, 2018

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

Request for Proposal (RFP) NON-CCNA

Solicitation No.:	RFP180300DLK		
Solicitation Name:	Information Technology Outsourcing Services		
Open Date/Time:	Tuesday, June 12, 2018	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Diana Khan	Title	Manager
Phone:	(239) 533-8881	Email:	dkhan @leegov.com
Requesting Dept.	Technology Services		

Pre-Solicitation Meeting:

Type:	NON-Mandatory
Date/Time:	5/30/2018 11:00 AM
Location:	Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901

All solicitation documents are available for download at
www.leegov.com/procurement

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LEE COUNTY
SOUTHWEST FLORIDA

Friday, May 11, 2018

Notice to Contractor / Vendor / Proposer(s)

RFP#RFP180300DLK Information Technology Outsourcing Services

REQUEST FOR PROPOSAL (RFP)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

Information Technology Outsourcing Services

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Tuesday, June 12, 2018

to the office of **Procurement Management, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official proposers list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

11:00 AM Wednesday, May 30, 2018 1500 Monroe Street, Room 4C, Fort Myers, FL 33901

For the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. **If you are unable to attend, you may call in at 1-888-670-3525, and use participant code 2713987778.** All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Diana Khan dkhan@leegov.com

Sincerely,



ON BEHALF OF

Laurie Victory, CPPB
Procurement Manager

*www.leegov.com/procurement is the County's official posting site

Terms and Conditions

Request for Proposal

1. DEFINITIONS

Please note that these definitions are also included in Exhibit 12 (Master Services Agreement, Article 2).

- 1.1. "Addendum/Addenda" shall mean a written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. "Affiliate" means, with respect to any specified person or entity, any other person or entity that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the specified person or entity.
- 1.3. "Agreement" shall mean the Master Services Agreement and any Schedules, Exhibits, or other written amendments to the Agreement.
- 1.4. "Agreement Term" shall mean that period of time beginning with the Effective Date and continuing until the Expiration Date.
- 1.5. "Appendices" or "Schedules" means any appendix, schedule, exhibit, agreement, Service Agreement, or other document either (i) attached to the Master Agreement and incorporated by reference therein, (ii) attached and incorporated into a Service Agreement which is incorporated by reference therein; or (iii) executed by the Parties at any time hereafter and incorporated into the Master Agreement, or any Service Agreement, pursuant to the provisions of the Master Agreement or the Service Agreement.
- 1.6. "Approved Alternate" shall mean a solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.7. "Bid/Proposal Package" shall mean a bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.8. "Bidder/Responder/Proposer" shall mean one who submits a response to a solicitation.
- 1.9. "Business Day" means any day during which County is generally conducting business.
- 1.10. "Change Order" means a mutual written agreement between, and executed by, the Parties (1) authorizing changes in the scope of Services and tasks, compensation, methods of payment, time and schedule of performance, or any other project resources; or (2) authorizing the Service Provider to perform additional or supplemental work, with all labor charges outlined. All Change Orders shall be processed in accordance with the Change Order Process defined by the Agreement.
- 1.11. "Commencement Date" means upon the issuance of a notice to proceed by the County.
- 1.12. "Commercially Reasonable Efforts" means a prompt, diligent, and cost-effective effort, made in a professional manner, using qualified, experienced individuals.
- 1.13. "Commercially Reasonable Pricing" means the industry-specific average level of pricing used by other experienced outsourcing companies providing services similar to the Services. Commercially Reasonable Pricing always assumes the use of prompt, diligent, cost-effective efforts, made in a professional manner, using qualified, experienced individuals.
- 1.14. "Configure" shall mean to set up hardware or software for operation in a particular way.
- 1.15. "Control" and its derivatives means the power to cause, either directly or indirectly, the direction of the management and policies of a person or entity, whether through the ownership of securities, by contract, or otherwise.
- 1.16. "County" shall mean the Lee County Board of County Commissioners.
- 1.17. "County Data" means all County information, irrespective of where it is stored, such as records, notes, computer files, databases, reports, etc., specifically prepared, developed or managed by the Service Provider, whether in written or electronic form.
- 1.18. "County Equipment" means any hardware or equipment owned by County.
- 1.19. "County Software" means any Software owned by or licensed to County and used in conjunction with any of the Services.

- 1.20. “Dedicated Staff” shall mean staff that works exclusively on Lee County Technology Services projects, dedicated to the support of the Lee County enterprise. Please see definition for on-site staff.
- 1.21. “Defect” shall mean any Defective Performance, excluding events totally beyond Service Provider's control that do not arise, in whole or in part, from the negligence or intentional misconduct of Contractor or any of its agents or employees.
- 1.22. “Demand Management” shall mean the prioritization and fulfillment of both strategic projects and day-to-day activities.
- 1.23. “Due Date and Time/Opening” is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.24. “Effective Date” shall mean the date the County executes the Master Services Agreement.
- 1.25. “End User” shall refer to the recipient of the services provided by the Service Provider within this Agreement.
- 1.26. “Exempt Information” refers to the information described in Article 5 of the Master Agreement.
- 1.27. “Expiration Date” shall mean the date on which the Master Services Agreement expires or is otherwise terminated.
- 1.28. “Facilitate” shall mean to assist in the fulfillment of a technical solution or goal.
- 1.29. “Incident” shall mean any situation where any equipment or software normally in operation is no longer in service due to a breakdown.
- 1.30. “Install, Move, Add and Change (IMAC) New Configuration or Reconfiguration” shall mean to install new equipment, add hardware or software to existing equipment, or cascade PC’s from one area to another. Add is defined as adding hardware or software to existing equipment. A move or a change is defined as existing equipment that is moved from one location to another or existing software that is moved from one machine to another. Installations, moves, adds and changes are generally scheduled tasks.
- 1.31. “Intellectual Property Rights” means patents (and the rights relating thereto), copyrights and copyright registrations (and the rights relating thereto), trade secrets (and the rights relating thereto), trademarks, service marks, and trademark and service mark registrations (and the rights and goodwill relating thereto), and Confidential Information (and the rights relating thereto).
- 1.32. “Liquidated Damages” shall mean damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.33. “Local Area Network” (LAN) shall mean a network that connects computers/devices that are close to each other, usually in the same building, linked by a cable or a wireless network connection.
- 1.34. “Location” means County’s data processing facilities, including, but not limited to, the facilities located throughout the County.
- 1.35. “Losses” means all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties).
- 1.36. “Maintenance” shall mean the upkeep of hardware or software, to keep the hardware or software in an existing state of repair or service.
- 1.37. “Man-week” means forty hours of time expended by a single individual;
- 1.38. “Master Agreement” or “Agreement” or “Contract” means the Master Services Agreement for Information Technology Outsourced Services and, where the meaning so requires, all Schedules incorporated by reference herein.
- 1.39. “Network Infrastructure” shall mean a data communications system, which includes the backbones, routers, switches, wireless access points, access methods and protocols used for connectivity between computing devices.
- 1.40. “Non-Recurring Initiative” shall mean a discrete unit of non-recurring work that is not described or provided for in any Service Tower, not an inherent, necessary or customary part of the day-to-day Services in any Service Tower and not required to be performed by the Service Provider to meet its obligations under an Agreement for services. All Non-Recurring Initiatives require County written approval before proceeding.
- 1.41. “Normal Hours of Support” shall mean a working day, Monday through Friday, excluding County holidays, starting at 7:00AM EST and ending at 9:00PM EST Monday through Sunday.

- 1.42. "On-site" shall refer to Dedicated Staff physically performing work on County premises (Locations), within the boundaries of the County.
- 1.43. "Operating System" shall mean the master control programs that run the computer system.
- 1.44. "Parties" means County and Service Provider; "Party" means either County or Service Provider.
- 1.45. "Pass-Through Expenses" means the actual invoiced amounts charged to Service Provider by third parties that the County has agreed to pay directly or for which it has agreed to reimburse Service Provider. Pass-Through Expenses shall not include any Service Provider profit, administrative fee or overhead charges.
- 1.46. "Performance Indicators" shall mean the measures defined in the various Towers of Service.
- 1.47. "Problem Escalation" shall mean the agreed procedure for alerting and notifying increasingly senior members of the Service Provider's management of the non-resolution of problems.
- 1.48. "Procurement Management" shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.49. "Repair" shall mean to restore or mend hardware or the functionality of software, including by replacement of a component part or defective software.
- 1.50. "Response" shall mean technical staff assigned to a support request that arrives On-site, or makes contact with the user via telephone to gather additional information regarding the request, and establishes an estimated time to repair or complete the service.
- 1.51. "Response Time" shall mean the measurement of time regarding how quickly the Contractor will respond to a technical or non-technical issue created via a service incident, initiated via phone, email or other methods.
- 1.52. "Responsible" shall mean a vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance
- 1.53. "Responsive" shall mean a vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.54. "Service Agreement" shall mean all agreements entered into between the parties pertaining to any of the seven Service Towers referenced in the Master Services Agreement.
- 1.55. "Service Agreement Commencement Date" means the date on which Service Provider begins providing Services under a Service Agreement.
- 1.56. "Service Agreement Term" shall refer to both the original term of the applicable Service Agreement and any renewal of the Service Agreement.
- 1.57. "Service Incident" shall mean any situation where any equipment or software normally in operation is no longer in service due to a breakdown.
- 1.58. "Service Level Agreement" (SLA) shall mean a contract between a service provider (either internal or external) and the End User that defines the level of service expected from the service provider. SLAs are output-based in that their purpose is specifically to define what the customer will receive.
- 1.59. "Service Level", "Service Level Measurement", "Service Level Standard", and "Service Level Credits" defined as specifics regarding how the Service Level Agreement commitments are monitored and measured.
- 1.60. "Service Provider Equipment" means the computer, communications and other equipment owned or leased by Service Provider and used by Service Provider to provide the Services. Equipment includes, without limitation, all associated accessories and peripheral devices used in the provision of Services.
- 1.61. "Service Provider Facilities" means the facilities owned or leased by Service Provider and from which the Service Provider will provide any Services as specifically identified in a Services Agreement.
- 1.62. "Service Provider Personnel" means employees of Service Provider and its subcontractors assigned to perform Services or who will have access to County computer systems, either through on-site or remote access.
- 1.63. "Service Provider Software" means any Software owned by or licensed to Service Provider and used in conjunction with any of the Services.
- 1.64. "Service Request" shall a request submitted by County to Service Provider for effort related to any activity considered under the scope of services for a particular Service Tower.

- 1.65. "Service Tower" means a self-contained subset of the technological services to be provided under the Agreement that can be identified, measured, priced and benchmarked.
- 1.66. "Services" shall mean those services more particularly described in the Master Services Agreement and all associated Service Agreements.
- 1.67. "Shared Staff" shall mean Service Provider staff that works on projects for other clients in addition to projects for the County.
- 1.68. "Software" means any computer software and associated documentation that relates to Services provided under a Service Agreement, and includes any County Software, Service Provider Software and Third Party Software.
- 1.69. "Support" shall mean to provide assistance in using, maintaining or operating information technology systems.
- 1.70. "Systems" means the Hardware and Software operating together as a system.
- 1.71. "Service Provider" shall mean a contracted vendor that provides outsourced IT services to the County.
- 1.72. "Service Provider Equipment" means the computer, communications and other equipment owned or leased by Service Provider and used by Service Provider to provide the Services. Equipment includes, without limitation, all associated accessories and peripheral devices used in the provision of Services.
- 1.73. "Service Provider Facilities" means the facilities owned or leased by Service Provider and from which the Service Provider will provide any Services as specifically identified in a Services Agreement.
- 1.74. "Service Provider Personnel" means employees of Service Provider and its subcontractors assigned to performing Services or who will have access to County computer systems, either through on-site or remote access.
- 1.75. "Service Provider Software" means any Software owned by or licensed to Service Provider and used in conjunction with any of the Services.
- 1.76. "Service Tower" means a self-contained subset of the technological services to be provided under the Agreement that can be identified, measured, priced and benchmarked.
- 1.77. "Services" shall mean those services more particularly described in the Master Services Agreement and all associated Service Agreements.
- 1.78. "Shared Staff" shall mean Service Provider staff that works on projects for other clients in addition to projects for the County.
- 1.79. "Software" means any computer software and associated documentation that relates to Services provided under a Service Agreement, and includes any County Software, Service Provider Software and Third Party Software.
- 1.80. "Solicitation" means an invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.
- 1.81. "Support" shall mean to provide assistance in using, maintaining or operating information technology systems.
- 1.82. "Systems" means the hardware and Software operating together as a system.
- 1.83. "Target Resolution Time" shall mean the measurement of time it takes to resolve a customer's issue or answer their question. It is measured from the time a service incident record is created, until the time that the customer is advised their problem has been resolved.
- 1.84. "Term" shall refer to both the original term of the Master Agreement and any renewal of the Master Agreement.
- 1.85. "Termination Date" shall mean the date on which the termination of the Agreement is effective.
- 1.86. "Third Party" means any party, person, service provider, company or entity not a party to the Master Services Agreement.
- 1.87. "Third Party Contracts" means any contract that is a Third Party Software License or Third Party Service Contract.
- 1.88. "Third Party Service Contracts" means, collectively, (i) the agreements between County and a third party pursuant to which the third party is providing to County, immediately before a Service Agreement Effective Date, any services included within the Services, and (ii) the agreements between Service Provider and a third party pursuant to which the third party is providing to County or Service Provider, at any time during the applicable Service Agreement Term, any services included within the Services.

- 1.89. “Third Party Software” means any Software that is owned by a person other than Service Provider or County and used to provide the Services.
- 1.90. “Third Party Software License” means a license agreement that authorizes County or Service Provider to use Third Party Software.
- 1.91. “Tower” means a Service Tower as identified in each Service Agreement. Each Service Agreement will address a Tower.
- 1.92. “VIP” or “VIP List” shall mean a predefined list of users established by the County for the purposes of establishing elevated service priorities for key County staff.
- 1.93. “Virus” shall mean files, programs or program code designed to cause any action not authorized including, for example, to affix themselves to, bury themselves within, or send instructions to, other files, programs or program code in order to cause malfunctions, errors or destruction or corruption of data when affixed or at a later time.
- 1.94. “Wide Area Network” (WAN) shall mean a network in which computers are connected to each other over a long distance.
- 1.95. “Wireless LAN” shall mean a network in which a mobile user can connect to a local area network (LAN) through a wireless (radio) connection.
- 1.96. “Work-week” means forty hours of time expended by a single individual.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the “Terms and Conditions” the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
 - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
 - 2.1.3. Master Services Agreement for Information Technology Outsources Services “Master Services Agreement”
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Manual
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
 - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential proposers, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.
- 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

4. RFP – PREPARATION OF PROPOSAL

- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
- 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.

4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.

4.2.3. Should not contain links to other Web pages.

4.3. **Preparation Cost:**

4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

5. RESPONSES RECEIVED LATE

5.1. It shall be the proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.

5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer's request and expense.

5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. PROPOSER REQUIREMENTS (unless otherwise noted)

6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.

6.1.1. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

6.1.2. Proposals may be declared "non-responsive" if the proposer does not include a submittal that encompasses all of the Service Towers requested.

6.1.3. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.4. Any proposer or sub-proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.

6.2. **Requirements**

6.2.1. **Past Performance:** All vendors will be evaluated on their past performance (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

6.2.2. **Financial Stability & Growth:** Demonstrated positive corporate revenue growth over the last three fiscal years.

6.2.3. **State of Florida Knowledge:** Working knowledge of State of Florida governmental agencies including applicable laws, regulations and statutes.

6.2.4. **Emergency Operations Experience:** Demonstrated expertise in providing IT support and services within an activated Emergency Operations Center (EOC) environment.

6.2.5. **Special Risk Mitigation Teams:** Have demonstrated ability to deploy as needed, special teams to assist the County in crisis situations (e.g., disaster recovery, EOC activation, ransomware/malware mitigation etc.).

6.2.6. **On-Site Support:** Have ability to allocate and provide dedicated onsite support at County locations.

6.2.7.Global Technology: Demonstrate an understanding of international best practices with the ability to provide technology leadership and innovation which considers both domestic US and international perspectives.

6.2.8.Public Sector Technologies: Demonstrated expertise for technologies used in a public sector environment. This may be demonstrated through hosting of industry recognized conferences, symposiums or presenting at regional (state) and national/international conferences.

6.2.9.On-shore Services: Proposers staff providing services to the County must be wholly based in the United States; no offshoring of services such as help desk are allowed

7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate. **If you are unable to attend, you may call in at 1-888-670-3525, and use participant code 2713987778.**

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer’s responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County’s Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or

manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to

validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

- 18.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity.
- 18.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

- 20.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

21. SUB-PROPOSER/CONSULTANT

- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. This ranking method is used for each individual committee member's scores. Thus if A

ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).

23.1.1. Each Ranking is derived by the individual committee member’s scores being totaled and then ranked with the highest “score” being “ranked” first with each following in the same manner. For example: a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.

23.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an “Over-all Ranking.” During the Over-all Ranking process the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making “Over-all Ranking” order as Proposer A ranked 1, Proposer B ranked 2.

23.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.)

23.2. **Evaluation Meeting(s):**

23.2.1. Evaluation 1: The first evaluation will rank Proposers based on the scores from the selection criteria point values.

23.2.2. Evaluation 2: Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.

23.2.2.1. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.

23.2.3. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.

24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.

24.4. The Procurement Management Director reserves the right to exercise their discretion to:

24.4.1. Make award(s) to one or multiple proposers.

24.4.2. Waive minor informalities in any response;

24.4.3. Reject any and all proposals with or without cause;

24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.

25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.

25.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

25.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.

25.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.

25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.

26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project. If applicable, the Selection Committee may choose to short-list Proposers/Firms to be interviewed to determine final selection.

27. WITHDRAWAL OF PROPOSAL

27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.

27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.

27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:

27.3.1. The proposer acted in good faith in submitting the proposal,

27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,

27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and

27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

28.1. Any proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.

28.2. “Decisions” are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)

28.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.

28.4. In order to preserve your right to protest, you must file a written **“Notice Of Intent To File A Protest” with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.

28.4.1. The notice must clearly state the basis and reasons for the protest.

28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.

28.5. To secure your right to protest you will also be required to post a **“Protest Bond”** and **file a written “Formal Protest”** document **within 10 calendar days** after the date of “Notice of Intent to File a Protest” is received by the Procurement Management Director.

- 28.6. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**

29. **AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES**

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

30. **CONTRACT ADMINISTRATION**

30.1. **Designated Contact:**

- 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

- 30.2. **RFP – Term:** The contract term shall be for five (5) years with three (3) one-year renewal options to be exercised at the County's discretion.

30.3. **RFP – Basis of Award:**

- 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

30.4. **Agreement/Contract:**

- 30.4.1. A Master Services Agreement prepared by Lee County will be utilized for the Project. A sample of the Master Services Agreement can be viewed online at <http://www.leegov.com/procurement/forms>. The contract to be entered into with the Service Provider shall be identical to the Agreement and no changes or modifications shall be allowed.
- 30.4.2. The service levels set forth in the Service Agreements establish a baseline subject to refinement by proposers. Any refinements should be reflected in the comment cell found in the roles and responsibilities and service level matrix for the applicable Service Tower.

- 30.5. **Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

30.6. **Indemnification:**

- 30.6.1 The Proposer acknowledges that by submitting a proposal for this Solicitation, the Proposer explicitly agrees to be bound by the terms of any and all indemnification, liability, and damages provisions as they are stipulated to in the sample contract accompanying this Solicitation and the Proposer accepts that these terms are non-negotiable.

31. **LEE COUNTY PAYMENT PROCEDURES**

- 31.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 31.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 31.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of

Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

32. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)

- 32.1. It is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

33. DEBRIS DISPOSAL (if applicable)

- 33.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

34. SHIPPING (if applicable)

- 34.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 34.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

35. INSURANCE (AS APPLICABLE)

- 35.1. Insurance shall be provided by the awarded proposer. The insurance coverages, limits and requirements are set forth in Master Services Agreement.

Commercial Liability Insurance. Service Provider shall maintain Commercial General Liability Insurance which shall include coverage on an “occurrence basis” and afford the following coverages:

Premises-Operations;

Products/ Completed Operations Hazard;

Contractual Insurance;

Independent Contractors;

Personal Injury;

Advertising Injury;

Premises Medical Payments;

Broad Form Property Damage;

Additional Insureds; and

Independent Contractors

The Commercial General Liability Insurance to be maintained by Service Provider must be endorsed with a broad form property damage endorsement (including completed operations). The Owner shall be named as an additional insured on the Service Provider’s comprehensive general liability policy on a form no more restrictive than ISO Form CG 20 10 (additional insured-owners, lessees, or contractor). The policy must be endorsed to waive the insurer’s right to subrogate against the County. The limits of liability associated with the Service Provider’s comprehensive general liability insurance shall not be less than the following:

Four Million and No/100 Dollars (\$4,000,000.00) each occurrence; and

Six Million and No/100 Dollars (\$6,000,000.00) aggregate.

Notwithstanding anything contained herein to the contrary, the insurance coverages under the general liability policy to be furnished by the Service Provider must be afforded on a policy form no more restrictive than the last edition of the commercial general liability policy filed by the Insurance Services Office, Inc. (ISO)

Workers Compensation/Employers Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers Compensation Policy, as filed for use in Florida by the National Counsel on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer’s subrogate rights against the County in the manner which would result from the attachment of the NCCI Form “Waiver of our Right to Recover from Others Endorsement” (Advisor Form WC 00 03 13) with the County scheduled thereon. The employer’s liability coverage afforded under the Worker’s Compensation/ Employers Liability Insurance shall have minimum limits of:

\$500,000.00 per accident

\$500,000.00 disease limit

\$500,000.00 disease-policy limit

Professional Liability Insurance. Such insurance shall cover Service Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required under this Agreement. If the policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required. The professional liability insurance shall have a \$2,000,000.00 combined single limit (CSL).

Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance the limits of liability associated with the professional liability insurance shall not be less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence. If the policy provides coverages on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required. Such policy shall cover, at a minimum, the following:

Data Loss and System Damage Liability;

Security Liability;

Privacy Liability; and

Privacy/ Security Breach Response Coverage including Notification Expenses.

The limits of liability associated with the Service Provider's Cyber Liability, or Technology Errors and Omissions coverage shall not be less than the Five Million and No/100 Dollars (\$5,000,000.00) each occurrence. The County shall be included on the Cyber Liability, or Technology Errors and Omissions Insurance as an "additional insured".

Business Automobile Liability Insurance. The Service Provider shall maintain Business Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used by the Service Provider in connection with this Agreement with a combined minimum limit of One Million and No/100 Dollars (\$1,000,000.00), single limit for bodily injury and property damage liability for each person/ each occurrence.

Crime and Fidelity Insurance. The Service Provider shall maintain a policy of Crime and Fidelity Insurance in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence.

Umbrella (Excess) Liability Insurance. The Service Provider shall maintain an Umbrella (Excess) Liability Insurance policy in an amount not less than Ten Million and No/100 Dollars (\$10,000,000.00) combined single limit bodily injury/ property damage, in excess of the commercial general liability insurance and business automobile insurance described above.

Property Insurance. Service Provider shall provide insurance on all property owned by Service Provider and used to perform Services under this Agreement. Such policy shall provide "all risk" perils, including flood, and shall be written on a basis of the lesser of the cost of complete repair or one hundred percent (100%) replacement value of the Property. Coverage shall include all business personal property, tenant improvements, business interruption, property of others, in care, custody, and control of the insured and in transit. Service Provider shall be responsible for any deductible or self-insured retention associated with such insurance coverage.

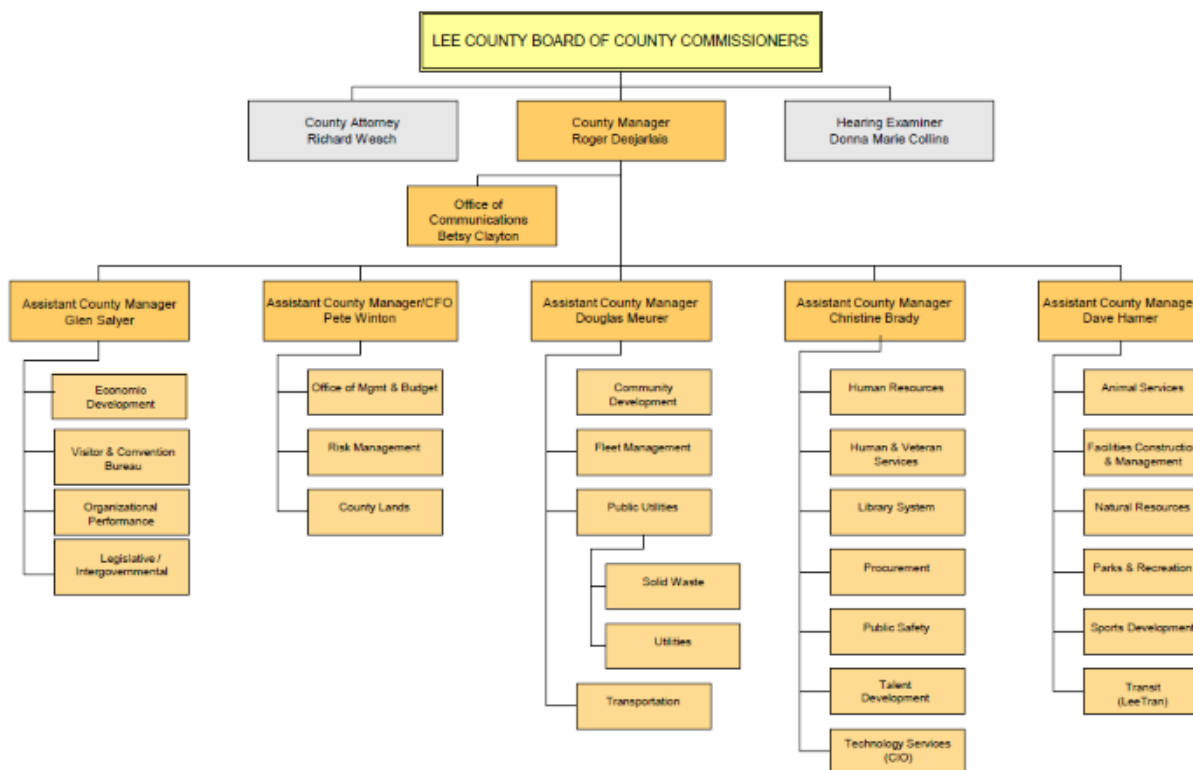
End of Insurance Guide section

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS

36. BACKGROUND

36.1. County IT Background

The Lee County Information Technology Group (ITG) is tasked with providing communication and information services to all Departments and Divisions under the Lee County Board of County Commissioners (BOCC). The organizational structure for Lee County's BOCC is shown below.



The Board of County Commissioners is one of seven separate but equal sections of Lee County government, called Constitutional Offices. Constitutional Offices provide services and facilities to Lee County residents. The other six "Constitutionals" are the 20th Judicial Circuit, Clerk of Court, Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector. Lee County ITG is primarily responsible for providing services to BOCC but does provide select services to other Constitutional Offices as well.

Lee County is currently contracted with Atos, North America (also referred to as the "Current Service Provider" in this document), an international IT service provider services company, to provide the managed services as noted below (Current Technology Environment). The current contract expires on **February 24, 2019**. To ensure continuity of services the intent and purpose of this Request for Proposal (RFP) is to solicit proposals to establish term contract(s) a more qualified Service Provider for outsourcing Information Technology (IT) functions. The nine services noted below are fully outsourced, and the County retains and shares certain IT functions such as the IT leadership, IT Governance, GIS application and the Audio/Video environment.

The Service Provider serves as an integrated IT team under the direction of the Lee County Chief Information Officer (CIO).

36.2. **Current Technology Environment**

The current technology environment at the County is grouped into the nine (9) formal service areas listed below, and further described in this section:

Current Service Tower	Service Area(s) Addressed
1. Governance	<ul style="list-style-type: none"> • Administrative & Operational Processes • IT Governance & Strategic Technology Planning • Technology Request Process and Procurement • Project & Change Control Management
2. Data Center Services	<ul style="list-style-type: none"> • Data Center, Servers, Storage & Backup Systems
3. Help Desk Services	<ul style="list-style-type: none"> • Help Desk Operations
4. Database Support and Management Services	<ul style="list-style-type: none"> • Database Systems
5. Disaster Recovery Services	<ul style="list-style-type: none"> • Data Center & Emergency Operations Center (EOC)
6. Application Support Services	<ul style="list-style-type: none"> • Applications Software and Database Systems
7. Network Management Services	<ul style="list-style-type: none"> • Networking Environment
8. Telecommunication Services	<ul style="list-style-type: none"> • Fiber WAN and Telecommunication Systems
9. Personal Computer Services	<ul style="list-style-type: none"> • End User Technologies

Cybersecurity is a component of all of the current service towers.

In addition to the narrative provided herein, additional details regarding these service areas is provided in the RFP inventory exhibits. The vast majority of technology assets (hardware and software) are currently owned by the County and it is the County's intention to retain ownership of all technology assets and related maintenance agreements under the new agreement.

36.2.1. *Current Tower 1 – Governance*

36.2.1.1. Current Administrative & Operational Processes

Procurement of technology is completed through Lee County Procurement who often calls upon ITG to ensure the standards are maintained and technical requests are supported. The asset lifecycle is managed by the Current Service Provider, from the quote for equipment to the disposal of the asset.

36.2.1.2. IT Governance & Strategic Technology Planning

No formal governance processes are in place to provide IT operational and strategic technology direction to the County. This is, however, a requirement for the new IT Services contract. The Current Service Provider's Service Delivery Manager participates in efforts to:

- Develop IT budgets, including equipment refreshes and strategic initiatives
- Define, approve, and monitor overall IT Investment priorities
- Develop and address IT strategy and policy for the County
- Work closely with the Departments to identify IT needs and projects
- Define IT priorities across all the Departments
- IT related contract review

- The Current Service Provider's teams serve on a variety of technology RFP committees as Subject Matter Experts and non-voting members.
- The County CIO and staff are responsible for the development of the IT Strategic Plan, which includes establishing guidelines and principles for technology standards, practices and architecture.

36.2.1.3. Technology Request Process and Procurement

Technology requests are initiated through a variety of mechanisms including meetings with management, calls to the Help Desk, calls to ITG staff, etc.

In the current process, a Service Now ticket is opened for each of these requests. All requests are first attended to by staff in a remote call-center and escalated back to onsite staff as necessary. As of early 2018, the County logs approximately 460 incidents and 857 tasks per month converted into Service Requests.

36.2.1.4. Project & Change Control Management

At Lee County, a project is defined when a technology request is reviewed and it is determined that the request is (1) non-recurring and (2) will require requires a defined scope of work. Once a request becomes a project, the Project Management team is responsible for capturing the need and requirements of the request along with an initial project management plan. The Project Management staff are credentialed project management professionals (PMP) and follow the procedures outlined in the Project Management Book of Knowledge (PMBOK).

A current listing of projects is located in Exhibit 5 (IT Governance and Management, Inventory tab). There is a formal Change Control Management process in place at Lee County.

36.2.2. *Current Tower 2 - Data Center Services (Data Center, Server, Storage, Backup Systems)*

The County primarily operates within a virtualized server environment based on VMware Hypervisor software and blade server architecture. There are approximately 500 Microsoft Windows-based servers along with a mixture of other open systems, including various versions of Linux and UNIX operating systems.

To support the server infrastructure the County utilizes enterprise class storage systems located at the primary and secondary data centers. These systems are Dell VNX series arrays with 200-250 TB of capacity. The storage systems are configured for data replication as a component of the Disaster Recovery approach. Server and data backups are accomplished using a combination of Veeam software and Dell Data Domain backup appliances. For archival purposes, magnetic tape media is used and stored at an external vaulting facility.

The database technology is predominately various versions of Microsoft SQL Server. Additionally, Microsoft SharePoint 2013 is used to host the County's web site as well as intranet and extranet collaboration sites.

36.2.3. *Current Tower 3 - Help Desk Services (Help Desk Operations)*

Help desk services are provided using a combination of remote and onsite resources. The County's Current Service Provider provides call center functionality serving as the first point of contact for technology issues. Issues are triaged, classified and assigned to appropriate resources as necessary for resolution. The County averages approximately 460 incidents and 857 tasks per month. For incidents that cannot be resolved by the call center (level 1 support), they are escalated to resources residing onsite at the County (level 2 support) for further investigation and resolution. Incidents that cannot be resolved by the onsite resources are escalated to the hardware or software vendors.

36.2.4. *Current Tower 4 - Database Support and Management Services (Database Systems)*

The primary databases currently used by the County are Microsoft SQL, Microsoft Access and Oracle. The Current Service Provider is responsible for providing operational and technical support for all of the County's production, test and development databases. This includes system level (physical support) and database administrator level (logical support) for each database in use. The Current Service Provider works closely with the application staff and County end users concerning issues of database definition and tuning to ensure optimal response times and throughput. The Current Service Provider proactively monitors database performance, log file activity, storage capacity and other vital statistics. The Current provider ensures that all databases backups are performed and can be recovered as needed in the event of a disaster or other processing related errors. The Current Service Provider is responsible for maintaining all procedures, guidelines, and other pertinent database related information.

36.2.5. *Current Tower 5 - Disaster Recovery Services (Data Center & Emergency Operations Center (EOC))*

The County utilizes two data center facilities and a number of intermediate data frames (IDF) to facilitate the delivery of IT services to its users. The primary data center is at a County-owned facility located at the Emergency Operations Center (EOC) in Fort Myers, FL. The maintenance, operation and support of the primary data center is the responsibility of the County technology and facilities department.

The secondary (disaster recovery) data center is hosted by an external vendor and is located in Miami, FL. The data center vendor is responsible for all aspects of the facility maintenance and operation. The County utilizes colocation services only and has ownership and responsibility for the IT assets located there.

36.2.6. *Current Tower 6 - Application Support Services (Applications Software)*

The County sets and manages the priority for applications' projects. The County performs three major activities under Applications and Software services:

- Applications Programming and Development: Supporting development for internal projects including GIS and the development of mobile/web applications.
- Applications Support: Supporting largely out-of-the-box software products, the support staff manage the deployment of products, customization as required, acceptance and performance testing, and upgrades.
- Database Support: Including management of the timekeeping software (Kronos), SharePoint sites, and performance monitoring.

36.2.7. *Current Tower 7 - Network Management Services (Networking Environment)*

ITG supports approximately 176 network connected sites (BOCC and non-BOCC) and provides data, voice and video network services across this network. The County has standardized on Cisco Systems equipment for both wired and wireless networks. The network team works in close conjunction with the Telecommunication services team to facilitate fiber and carrier services based WAN. The County leverages Border Gateway Protocol (BGP) with three internet service providers (ISPs) for Internet routing, and with one extranet vendor (at two locations) using an Autonomous System Number (ASN). On the internal network, Open Shortest Path First (OSPF) is the dominant routing protocol with Enhanced Interior Gateway Routing Protocol (EIGRP) being used sparsely and as needed. There are nineteen OSPF areas; two are NSSA and the remaining 17 are normal OSPF areas. Security in the form of port security (802.1x) and disabling of unused ports is used.

A listing of network monitoring/management systems and tools are identified in **Exhibit 6 (Infrastructure Services, Inventory tab)**. These tools will be made available to the Service Provider providing the managed services. In order to accomplish the defined scope of services and service level agreement, the Service Providers are to review this list and, if deemed inadequate, must propose and include solutions that allow the Service Provider to effectively deliver requested services. Costs for any additional tools must be included in the cost of your proposal, either as a non-recurring cost (NRC) or as part of the monthly recurring cost (MRC).

36.2.8. Current Tower 8 - Telecommunication Services (Fiber WAN and Telecommunication Systems)

There are two major telephone system types deployed in the County today, Avaya (Nortel) and Cisco. The majority of the phones and services used across the County are the Avaya solution originally deployed in (2004). The Cisco solutions were deployed at the EOC in (2013) and Lee Tran (2015). Lee County ITG currently supports and maintains 82 telephone systems - 80 Avaya/Nortel, 2 Cisco Systems and numerous smaller locations, all of which are currently Nortel. Included in these systems there are 5,667 digital telephones, 1,622 IP telephones, 470 Contact Center Agents, and 6,458 voice mailboxes. In addition, the current phone systems support Call Pilot (Voicemail), Auto Attendant Applications (800+ Countywide), Call Center Applications (280+ applications) and IVR Applications (120+ items reported both hourly and daily to departments).

The Current Service Provider is responsible for the architecture, management, monitoring and maintenance of the above telecom systems (analog and VoIP). In addition, the provider is responsible for the operations of the outside fiber plant and Fujitsu fiber transport systems.

It is to be noted that the telecommunications services are unique in that services provided extend beyond BOCC offices; please see **Exhibit 2 (Locations and Future Questionnaire)** for details.

The County is currently in the process of evaluating the current telephone system and will replace the current hybrid phone system (analog and VoIP) with a uniform VoIP system across all constitutional offices in the County; there is a possibility that the phone systems at the EOC and Lee Tran will not be replaced. The selected Service Provider will eventually be responsible for the management and maintenance of the new system, and for a period of time, will be required to support the current and new phone system. The selection and migration to the new phone system is expected to commence 4th Quarter, 2018. Deployment of the new phone system will be initiated by a “third party” vendor working the telephone RFP, but deployment completion will be completed by the County Contractor (Telecom services tower). The new phone system is expected to support at a minimum the following features: Unified Communications, Land line to mobile transfer, Mobile as desk phone, Voicemail – Voicemail to email- exchange integration, Auto Attendant, Call Center (500+ users), IVR Database integration and chat and presence software. A summary of the telecom, data/voice circuit, fiber transport environment is provided in **Exhibit 8 (Telecommunication Services, Inventory tab)**.

The Current Service Provider’s telecommunication team also manages approximately 103 miles of outside fiber plant. Fiber break/fix services are addressed using the County’s service contract with a third party provider; the Current Service Provider provides management oversight for all fiber related activities.

The Fujitsu network transport system was recently upgraded to support higher network bandwidths. Network transport services over the fiber network are provided using 27 – Fujitsu 4100 chassis and 10 – Fujitsu 4100. A pictorial representation of the fiber network and Fujitsu network transport system is shown in **Exhibit 8 (Telecommunication Services, Inventory tab)**.

36.2.9. Current Tower 9 - Personal Computer Services (End User Technologies)

The County is highly dependent on Microsoft technologies utilizing Microsoft Windows 10 as the operating system for nearly all desktop machines that totals approximately 2,000. To enable the County’s mobile workforce, there are approximately 500 laptops, 300 tablets and 2,100 smartphone devices.

The County has approximately 170 desktop applications in their portfolio; some applications are the same but maybe minor version differences. The office productivity platform is based on Microsoft Office 2016 and Microsoft Exchange 2010.

Approximately one-third of the desktops systems are within the Library System, including devices used by the public. The Library is currently the only business unit in the County that requires regular weekend support and regular after hours on weekdays. A majority of the support for end-user technologies is concentrated in the downtown Ft. Myers area; however, Lee County is 785 square miles, with distant locations such as Captiva, Cape Coral and Bonita Springs.

36.3. **Current IT Staffing and Support Environment**

Lee County's IT Leadership team is tasked with managing the Current Service Provider's contract and developing/managing the County IT strategic plan.

In addition, Lee County employees are responsible for the support of the audio/visual systems for all meeting rooms located at the County. The Service Provider may be asked to serve as back-up in this space should County staff be unavailable.

Lee County separates support by departments that fall under the BoCC and constitutionals. For the most part, support under this contract is for BoCC departments. There are a few instances where ITG provides support for non-BoCC constitutional and this information is provided in **Exhibit 2 (Locations and Future Questionnaire)**.

36.4. **Intergovernmental Services**

There are two intergovernmental services (IGS) agreement in place – Supervisor of Elections for network services and Guardian Ad Litum (GAL) for workstation support. These two locations are listed in the locations exhibit and the service towers to be supported by the Service Provider.

37. SCOPE OF TECHNOLOGY SERVICES

37.1. **Overview**

Lee County Florida has recognized that strategic sourcing of technology services it provides to its internal and external customers may yield an overall cost savings while improving overall service levels and provide a level of risk mitigation through a cybersecurity and disaster recovery response programs. The County presently utilizes an external Service Provider, currently Atos, NA, (also referred to as the "Current Service Provider" in this document) to provide Information Technology services. Over time, the technology needs of the County change and so do the economics of strategic outsourcing. Therefore, the County has decided to embark on a process to evaluate the required technology services and service levels and seek competitive proposals from qualified vendors to provide such services to the County going forward.

The Service Provider serves as an integrated IT team under the direction of the Lee County CIO.

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals to establish a multi-year contract with one more qualified service providers (proposers) for outsourcing existing and some new Information Technology (IT) functions performed by the County's Current Service Provider. The County is interested in receiving proposals for qualified providers of Information Technology Services for the following "**Service Towers**". Please note that the structure of the service towers requested vary slightly from the current service tower structure.

1. IT Governance and Management
2. Infrastructure Services
3. Cybersecurity Services
4. Telecommunications Services

5. Application Services
6. End User Technology Services
7. Disaster Recovery & Emergency Operations

Within these primary towers, **subtowers** are also defined. **Proposals may be declared “non-responsive” if the proposer does not include a submittal that encompasses all of the Service Towers requested.** Since the County owns nearly all of the hardware and software technology assets, the County does not intend to transfer any IT assets as part of a contract with the selected Service Provider(s).

At the conclusion of the contract, should Lee County desire, the Service Provider must be willing to position the County to bring IT services in-house, either in part or fully. This implies by transferring knowledge and personnel required to support the account.

The pricing for the services requested should be solely based on the information provided in this RFP document. Any information obtained outside of this RFP document will be considered optional and may not be considered in the review of the RFP.

37.2. Service Requirements & Staffing

Considering the highly outsourced nature of the requested IT services in the RFP, it is imperative that Lee County establish a partnership with the Service Provider that is capable of providing experienced, knowledgeable and personable staff capable of upholding the values of the County and commitment to providing quality services for ITG. To that end, it is imperative that the Service Provider’s personnel possess not only technical capabilities, but also be able to work collaboratively with the County and the County’s users. Given the geographically dispersed level and complexity of the County’s technology environment, there is a desire to have a significant number of the Service Provider’s personnel wholly dedicated to the County performing their work activities onsite at one or more of the County’s facilities.

37.2.1. Service Delivery Roles

For purposes of this RFP and delivery of the services requested herein, the following “Service Delivery Roles” have been established to articulate the key characteristics and qualifications of the Service Provider personnel assigned to delivering IT services to Lee County.

Service Delivery Roles	
Role	Description
Service Lead	This individual will have significant supervisory duties of other staff, project management and is accountable for the delivery of services for their assigned Service Tower.
Level 3	This individual serves as the highest level technical resource in the support organization. This individual is often the escalation point for complex issues and works with vendors as necessary to resolve issues and perform root cause analysis where applicable.
Level 2	This individual serves as a skilled technical resource in the support organization. This individual is often the initial escalation point for Level 1 resources and works with Level 1 resources to resolve them without assistance from Level 3 resources.
Level 1	This individual serves as the initial technical resource in the support organization and is often the first point of contact for support. This individual is focused primarily on end user support and as such should have good interpersonal and communication skills.

Addition details (including experience and qualifications) pertaining to the Service Delivery Roles are provided in the **Exhibit 12 (Master Services Agreement)**.

37.2.2. *Technical Certifications & Continued Training*

It is the County's preference to have technically certified personnel performing the operation, administration and maintenance of the IT environment. Such certifications vary by technology and the manufacturer often requiring recertification on a periodic basis. The table below identifies the minimum desired certifications by area.

Desired Personnel Certifications	
Area	Related Certifications
Technology Management	<ul style="list-style-type: none"> • Information Technology Infrastructure Library (ITIL) • Project Management Professional (PMP)
Networking	<ul style="list-style-type: none"> • Cisco Certified Network Administrator (CCNA) • Industry standard security certification(s)
Servers & Virtualization	<ul style="list-style-type: none"> • Dell EMC Certified Professional PowerEdge • VMware Certified Professional 6 – Data Center Virtualization (VCP6-DCV)
Storage & Backup	<ul style="list-style-type: none"> • Dell EMC Information Storage and Management Associate • Veeam Certified Engineer (VMCE)
Application Services	<ul style="list-style-type: none"> • Oracle Database Administration (DBA) • Microsoft SQL DBA
Desktop Services	<ul style="list-style-type: none"> • Microsoft Desktop Certification • Microsoft Certified Solutions Expert (MCSE) • CompTIA A+ Certification

The Service Provider must mandate and provide continued professional development of its staff that is engaged on the County's project. An annual report of professional development activities attended / conducted for the Service Provider's staff must be provided.

The County at its discretion may require one or more member(s) of the Service Provider's staff to attend seminar(s) or conference(s) that can add value to the IT services delivered by the Service Provider. As a part of the price response, vendors are required include cost to allow for **six (6) domestic trips** (airfare, accommodation, meals), as a part of their annual cost. This cost will be shown in the provision provided in Exhibit 1b (Price Response Forms, Misc. Section).

37.2.3. *Staffing Levels*

It is the County's desire to have a considerable number of the Service Provider Personnel exclusively assigned to them to as to retain institutional knowledge promoting a greater level of service continuity and consistency in the IT environment. Preference will be given to service providers (proposers) that can commit qualified personnel being part of the on-site team at the County.

Preference will be given to service proposers who can demonstrate that at the end of the contract they will position the County to bring some, or all, IT services in-house should the County desire.

In an effort to mitigate risk and ease the transition to another service provider, it is the County's desire to the selected Service Provider potentially hire (where feasible) the incumbent service provider's staff assigned to the County. The selected Service Provider will afforded the opportunity to interview and retain existing (Current Services Provider's) personnel if mutually agreeable by all parties involved.

To address current needs, the chart below depicts the desired staffing level of Service Provider's Personnel. It is the expectation that the Service Provider will allocate at a minimum the number of Full Time Employees (FTE) resources requested and will fully allocate (not shared with the Service Provider's other clients) the quantity of FTEs requested. Greater consideration will be given to those proposals with a greater number of qualified on-site personnel; additional personnel may be proposed above and beyond the stated levels and may consist of a (small) number of remotely shared personnel.

		Desired Staffing Levels On-Site / Remote				
		Service Lead	Level 1	Level 2	Level 3	Other
1	IT Governance and Management	4.5				
A	Technology Management	1	1			
B	Technology Advancement Services					
C	IT Budgeting Services					
D	Documentation Services					
E	Service Delivery Reporting					
F	Asset License & Contract Management					
G	Procurement Services		0.5			
H	Project & Change Management		1	1		
2	Infrastructure Services	8.75				
A	Network Services	1	2	2	1	
B	Enterprise and Open Systems Management			1		
C	Storage & Backup Management Services			0.5		
D	Email Services			0.5		
E	Data Center Operations		0.3			
F	Smart City Technology Management		0.5			
3	Cybersecurity Services	1				
A	Cybersecurity Controls, eDiscovery & Litigation			0.5		
B	Cybersecurity Program Management			0.5		
4	Telecommunication Services	9				
A	Fiber Infrastructure Services	1			1	
B	Telecom Systems Management		1	2		
C	Installation / Moves / Adds / Changes (IMAC)		2	1		
D	Provisioning & Management (Carrier & Cellular)		1			
5	Application Services	8.5				
A	Application Maintenance and Support Services	1		6		
B	Application Deployment Services					

C	Application Development Services					
D	Database Administration & Support Services			1		
E	Web Site Management & Support Services (Incl. SharePoint)			0.5		
6	End User Technology Services	16				
A	Service Desk	1	11	3		
B	End User Device Support Services	1				
C	Printer & Fax Services					
7	Disaster Recovery & Emergency Operations	0				
A	Disaster Recovery Services	As needed from various towers				
B	Emergency Operations Services					
Misc.	Remote Staff (Dedicated to County)	3				
A	Services Desk					
B	Services Desk Operators (dedicated to the County)		3			
Total Staffing for the County		50.75				

37.3. Non-Recurring Initiatives (NRI)

The County or the Service Provider may identify the need for an NRI with the Service Provider responsible for developing the requirements, creating an associated scope of work and completing the work. The Service Provider's Project Management staff oversee all NRI's and should be credentialed project management professionals (PMP) following project management best practices (e.g. PMBOK). The County has requested the Service Provider provide an annual allocation of hours for the completion of NRI's with the option to carry over a portion of unused hours annually.

See Exhibit 12 (Master Services Agreement) for additional requirements regarding Non-Recurring Initiatives.

37.4. Service Priorities

To provide consistency across all Towers of Service, the following standard definitions will apply to the services provided under this agreement.

- **Priority One (Critical)** – A problem or issue impacting a significant group of customers or any mission-critical IT issue affecting a single customer with no acceptable workaround to the problem.
- **Priority Two (High)** – Non-critical but significant issue affecting a single user or an issue that is degrading the performance and reliability of supported IT Services; however, the services are still operational. Support issues that could escalate to Critical if not addressed quickly.
- **Priority Three (Medium)** – Priority for routine support requests that impact a single user or non-critical software or hardware error.
- **Priority Four (Low)** – A minor service issue, general inquiry or request to modify or add services.
- The following standard or Service Matrix will be used to prioritize technical staff response to service requests. Within a priority category, prioritization will be on a "first come first serve" basis, with the exception of a predetermined list of users identified by the County and herein referred to as "VIPs".

37.5. Service Matrix

The operating and support timeframes are all part of the services contract as shown in the table below:

Operating & Support Timeframes	
Operational Term	Definition
County Business Hours	8:00 am – 5:00 pm EST, Monday through Friday. The County Libraries operate until 9:00 pm Monday – Saturday.
Normal Hours of Support	7:00 am – 5:30 pm EST, Monday through Friday. (staffed with staggered shifts) Ensure all County IT services and systems are operational in preparation for County Business Hours.
After Hours and Weekend Hours	After hours: 7:00 pm – 9:00 pm EST, Monday through Friday. Weekend Hours: 9:00 am – 5:00 pm EST, Saturday only and on Sundays as required. <i>On-site support is required for Tower 6: End User Technology Services during these timeframes.</i>
Non-Business Hours Maintenance Window	A standard maintenance window is defined on the third week of each month from 6:00 pm Saturday through 7:00 am Sunday. <i>Additional maintenance windows may be requested for major upgrades and are subject to approval by the County. System users will be properly notified and a time agreed upon.</i>
On-Call Support Hours	24/7/365 on-call support for IT infrastructure. 7:00 am – 7:00 pm EST, Monday through Saturday for End User Technology Services

The table below contains the anticipated service priorities, response and target resolution times.

Priority	Definition	Response Time		Target Resolution Time	After Hours Support
		90%	100%	95%	100%
One - Critical	A problem or issue impacting a significant group of customers or any mission critical IT issue affecting a single customer with no acceptable workaround to the problem.	15 min.	30 min.	2 hours	24x7x365
Two - High	Non-critical but significant issue affecting a single user or an issue that is degrading the performance and reliability of supported IT Services; however, the services are still operational and a workaround is available.	30 min.	1 hour	4 hours	24x7x5

Priority	Definition	Response Time		Target Resolution Time	After Hours Support
		90%	100%	95%	100%
Three - Medium	Priority for routine support requests that impact a single user or non-critical software or hardware error. Productivity may be impacted but not impaired. A workaround may or may not be available.	2 hours	4 hours	2 business days	None
Four - Low	A minor service issue, general inquiry or request to modify or add services.	8 hours	Next business day	5 business days	None

Note: All VIP incidents will be prioritized as "Critical" or "High". There are approximately 45 – 50 VIPs across the County and the list will be provided to the awarded Service Provider.

37.6. Service Locations

The Services shall be provided from (1) the County Sites, (2) the Service Provider Service Locations and (3) any other data center or location designated by County or Service Provider provided, however, that any such other data center or location must be Approved by the County in writing and in advance ((1), (2) and (3) collectively, the "Service Locations"). A listing of all County locations that the Service Provider is responsible for providing services, by service tower, is provided in **Exhibit 2 (Locations and Future Questionnaire)**.

37.7. Master Services Agreement

For convenience and clarity, the following key aspects of the Master Services Agreement (MSA) have been noted. The items below may have a significant impact on service delivery, Service Provider obligations and overall costs. **It is the proposer's responsibility to ensure they have read and understand all the terms set forth in the Exhibit 12 (Master Services Agreement)** and the list below is not to be considered a substitute, replacement or in any way supersedes or alters the terms and conditions defined in the MSA.

- i. **Onsite Personnel Requirements.** The Service Provider is to identify Key Personnel (per Staffing Level table shown above) and dedicate employees to provide direct onsite support at the County's sites. The Service Provider is responsible for all expenses associated with the placement of onsite personnel. The Service Provider's staff will be collocated with County personnel and the County will provide reasonable office space accommodations for the Service Provider's on-site staff.
- ii. **Service Levels & Service Level Measurements.** Within each of the Service Towers, specific Performance Indicators have been defined. The performance of each individual Service Tower will be monitored and measured. The Service Provider is responsible for providing all the tools and methodologies necessary to measure and report on the Performance indicators. Each Service Tower will have an SLA state (Achieved, Approaching and Missed) as dependent upon the quantity of violations during the measurement period.
- iii. **Service Level Credits.** The County will be provided Service Credits based upon the state of the SLA's for each of the measurement and reporting periods. Service Credits are a percentage of the monthly service cost for a particular Service Tower up to a defined maximum.
- iv. **Statutes & Regulations.** The Service Provider must understand, acknowledge and support their own obligations and those of the County as it pertains to State of Florida statutes and Federal regulations.
- v. **Non-Recurring Initiatives.** The Service Provider is to support Non-Recurring initiatives by providing an annual allocation of hours to be used as mutually agreed upon by the County and the Service Provider.

- vi. **Modification to Services.** Either party may propose changes to the scope, nature or time schedule or the Services being performed within a particular Service tower. The parties will mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the services. Changes are subject to the change control procedures that will be defined in the final agreement and shall be approved in writing by both parties.
- vii. **Incident Escalation.** If a problem or request has not been addressed in the specific time frame, if the service received is not satisfactory or there is a disagreement in the classification of requests, scheduling or prioritization, a mutually agreeable escalation process will be followed as defined as part of the final agreement with the selected Service Provider.
- viii. **Transition Services.** The Service Provider is expected to provide transition services that must, at a minimum, address the following items: overall transition approach that results in minimal disruption of current and planned services to be provided to the County, transitioning of agreements currently owned by the Incumbent Service Provider, and development and adherence to a formal transition plan.
- ix. **Disentanglement Services.** Upon termination of the agreement with the Service Provider, the Service Provider is expected to provide disentanglement services that must, at a minimum, address the following items: overall transition approach that results in minimal disruption of services to be provided to the County, transitioning of agreements owned by the Service Provider, transitioning of any technologies or data owned by the Service Provider and Transferring knowledge and expertise on the various IT technologies being used within the County to the County or future Service Provider.

38. SERVICE TOWERS

The Scope of Technology Services has been segregated into Towers of Service (“Towers”) where a Tower is defined as a self-contained set of services that can be identified, measured, priced and benchmarked. Within each of the Service Towers, the following information is provided by the County of Lee:

- **Summary:** A summary of current services performed in the subtower.
- **Objective:** Intended objectives to be achieved by the subtower/tower.
- **Base Scope of Services:** Minimal list of services that the County expects to be performed by the Service Provider.
- **Out of Scope Services:** List of services that are not expected to be performed by Service Provider.
- **Key Assumptions:** Key assumptions relevant to the tower that will have an impact on how proposers respond in terms of pricing, understanding the scope of what is being requested, etc.

The County will consider base and optional services to determine a support structure that will provide the overall best value to the County. The Towers being considered as part of this RFP are as follows:

- **Tower #1:** IT Governance and Management
- **Tower #2:** Infrastructure Services
- **Tower #3:** Cybersecurity Services
- **Tower #4:** Telecommunications Services
- **Tower #5:** Application Services
- **Tower #6:** End User Technology Services
- **Tower #7:** Disaster Recovery & Emergency Operations

Background information provided in Section 2 and referenced in the various exhibits of this document provides information on what services are currently being provided as well as, to some degree, how those services are being provided. The County is very interested in understanding the “how” versus the “what” in responding proposer submittals for the towers and associated services being requested.

38.1. **Tower 1: IT Governance and Management**

This tower extends throughout the entire organization and involves strategy and decision making relative to IT. This tower ensures that IT initiatives are aligned with the overall strategy and plans of the organization. This tower also involves tactical planning and execution of specific projects that have been identified in support of the strategy.

Submittal Requirements

- Completed the Roles & Responsibilities for each subtower and SLA for tower
- Pricing for this tower and associated subtowers

38.1.1. *Tower Service Level Requirements*

The service level requirements for Tower 1 can be found in Exhibit 5 (Tower 1: IT Governance and Management, SLA tab).

38.1.2. *Subtower 1A: Technology Management*

38.1.2.1. Summary

The ITG CIO performs the majority of the IT Strategy and Leadership functions; however, many staff throughout the departments provide additional support in this area. The County does not currently operate a formal Project Management Office (PMO), but coordinates its project portfolio through other strategies including weekly team meetings. Under the CIO's direction, ITG staff and personnel from various departments are primarily responsible to support of this tower of service.

Current services provided under ITG include:

- IT Strategic Planning
- Project Management Office (PMO) Governance
- Change Control Management
- Staff Management
- Career Planning and Development

38.1.2.2. Objective

Service Provider will provide oversight of the Information Technology (IT) function at the County.

38.1.2.3. Base Scope of Services

The scope of services for the subtower Technology Management includes the structure for the management of the Service Provider's staff, and coordination with Lee County IT Management.

Lee County expects the presence of an On-site Account Manager to manage day-to-day operations of ITG. The Account Manager is responsible for managing all logistics for governance groups including the development of agendas and distribution of minutes. The Account Manager will also provide routine performance management reports as described in all the Service Level Agreements in Exhibit 5 (Tower 1:IT Governance and Management, SLA tab).

The Account Manager will be supported by executive oversight who will participate in regular meetings (desire in person 3-4 times per year) to review performance metrics and priorities. The Account Manager will be responsible for providing all reports on activities, progress, change control, vulnerabilities, risks, and impacts to Lee County IT Management.

The Account Manager will be responsible for the prioritization and management of the current application-related projects that are included in Exhibit 5 (Tower 1: IT Governance and Management, Project Portfolio tab). In addition, the Account Manager must demonstrate agility to support Demand Management support services to assist the County in the prioritization of IT projects as part of the IT governance structure established across all towers.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 5 (Roles & Responsibilities - 1A - IT Governance & Management: Technology Management Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 5 (Tower 1:IT Governance and Management, Inventory tabs)for any applicable inventory and/or additional background information

38.1.2.4. Assumptions

None identified.

38.1.2.5. Out of Scope Services

None identified.

38.1.3. *Subtower 1B: Technology Advancement Services*

38.1.3.1. Summary

The Account Manager will be seen as a proactive member of ITG proposing solutions in support of County goals and contributing best practice knowledge to the County in order to maintain a state-of-the- art technology environment.

38.1.3.2. Objective

Increase use of best practices, where appropriate. Use technology to enhance service delivery, improve efficiency in business operations, create new IT services and increase access to data.

38.1.3.3. Base Scope of Services

The scope of services for the subtower Technology Advancement Services include activities that seek ways to increase the use of best practices to increase efficiencies, enhance end user experience, expand services and increase service levels.

The Service Provider will be expected to perform annual reviews of technology, report on the condition of equipment, evaluate user and system needs, and conduct performance analyses on databases. Finally, the Service Provider will be expected to plan and manage the deployment of upgrades to software and equipment. The Service Provider will offer strategic advice for the successful integration of business and technologies, engage all stakeholders in collaborative partnerships, and provide leadership in identifying and deploying next-level, innovative uses of technologies in the government / public sector setting.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 5 (Roles & Responsibilities - 1B - IT Governance & Management: Technology Advancement Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 5 (Tower 1:IT Governance and Management, Inventory tabs)for any applicable inventory and/or additional background information

38.1.3.4. Assumptions

Technology advancement services will be delivered to departments that fall under the Board of County Commissioners (BoCC) purview only.

The Service Provider will support the County's refresh program duration.

38.1.3.5. Out of Scope Services

None identified.

38.1.4. Subtower 1C: IT Budgeting Services

38.1.4.1. Summary

The Service Provider supports Lee County in the preparation and management of the IT budget. Services will include (but are not limited to): budget development, updating, and revision; budget needs identification; monthly plan vs. actual financial reporting and budget analysis.

38.1.4.2. Objective

Service Provider will provide budgeting services in relation to County activities.

38.1.4.3. Base Scope of Services

The scope of services for the subtower Budgeting Services include activities that involve the development, management and monitoring of the technology budget. The Service Provider is expected to monitor the performance of the budget making recommendations where appropriate to address any issues identified. The budget related to Non-Recurring Initiatives is also included in this subtower.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 5 (Roles & Responsibilities - 1C - IT Governance & Management: Budgeting Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 5 (Tower 1:IT Governance and Management, Inventory tabs)for any applicable inventory and/or additional background information

38.1.4.4. Assumptions

None identified.

38.1.4.5. Out of Scope Services

Technology Budget items that are not within the control of the Service Provider.

38.1.5. Subtower 1D: Documentation Services

38.1.5.1. Summary

Documentation management includes managing an inventory of the location of information but also involves activities to ensure the documentation pertinent to all service towers that the Service Provider is responsible for remains up-to-date. This requirement is especially necessary with the Service Provider of IT and the potential for contractual events to impact service delivery. Documentation management includes maintaining an inventory of all software products including related licensing and contract documents.

38.1.5.2. Objective

Develop standards for management of technology documentation and maintain all documentation to support standards and procedures.

38.1.5.3. Base Scope of Services

Activities in this subtower encompass all actions to maintain a comprehensive repository of documents for all technologies managed by and services provided by the Service Provider.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 5 (Roles & Responsibilities - 1D - IT Governance & Management: Documentation Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 5 (Tower 1:IT Governance and Management, Inventory tabs)for any applicable inventory and/or additional background information

38.1.5.4. Assumptions

The County currently uses Quicktag to record documentation related to County board business. Support for effort falls under the Applications Tower.

38.1.5.5. Out of Scope Services

None identified.

38.1.6. Subtower 1E: Service Delivery Reporting

38.1.6.1. Summary

The Service Provider's contract will contain a number of service level agreements (SLA). Staff assigned to this subtower are responsible for monitoring, measuring and reporting the adherence to the established SLAs.

38.1.6.2. Objective

Service Provider shall provide information and reports as defined in the Scope, including (but not limited to) project status reports, government agency fund reports, ad-hoc reports, miscellaneous routine reports.

38.1.6.3. Base Scope of Services

The scope of services for this subtower is comprised of the activities to collect and report on the performance and delivery of IT services to the County on a basis as defined in the SLA.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 5 (Roles & Responsibilities - 1E - IT Governance & Management: Reporting Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 5 (Tower 1:IT Governance and Management, Inventory tabs)for any applicable inventory and/or additional background information

38.1.6.4. Assumptions

None identified.

38.1.6.5. Out of Scope Services

None identified.

38.1.7. Subtower 1F: Asset License & Contract Management

38.1.7.1. Summary

Asset management includes the management of the lifecycle of a technology component (hardware or software) to retirement of any IT asset within the County.

38.1.7.2. Objective

Service Provider shall be responsible for IT asset management, license management, contract management and third party Service Provider management.

38.1.7.3. Base Scope of Services

The scope of services in this subtower includes activities surrounding the maintenance of asset inventories, licenses and contracts for all technology components, including:

- Hardware
- Software
- Networking equipment
- Phone system equipment
- AV-related equipment; assets will be provided by the County
- Printers, scanners, copiers, faxes
- Other miscellaneous hardware and software

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 5 (Roles & Responsibilities - 1.F - IT Governance & Management: Asset License & Contract Management) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 5 (Tower 1:IT Governance and Management, Inventory tabs)for any applicable inventory and/or additional background information

38.1.7.4. Assumptions

None identified.

38.1.7.5. Out of Scope Services

None identified.

38.1.8. Subtower 1G: Procurement Services

38.1.8.1. Summary

Lee County Procurement relies on the IT Procurement Services subtower to provide guidance and expertise for IT acquisitions. Under this subtower, staff participate in the development of RFPs, review purchase requests and ensure that County standards are maintained.

38.1.8.2. Objective

Ensure County standards are developed and maintained for all IT related procurements.

38.1.8.3. Base Scope of Services

The scope of services within this subtower includes all activities related to requirements gathering and review, providing technical expertise, and reviewing all purchases against County standards. Additionally, the Service Provider is expected to develop and maintain standards, policies and procedures related to technology procurement.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 5 (Roles & Responsibilities - 1.G - IT Governance & Management: Procurement Services) for the full scope of services for this subtower and required SLAs for this tower

- Exhibit 5 (Tower 1:IT Governance and Management, Inventory tabs)for any applicable inventory and/or additional background information

38.1.8.4. Assumptions
None identified.

38.1.8.5. Out of Scope Services
None identified.

38.1.9. *Subtower 1H: Project & Change Control Management*

38.1.9.1. Summary

Lee County has a variety of projects managed under this subtower and IT involvement is required if any project has an IT component. Project management staff are utilized to develop work plans and oversee application development, infrastructure improvements, County space planning and builds and support for major initiatives. Project management staff are responsible for monitoring configuration management plans to ensure coordination of any changes with all active initiatives at the County.

38.1.9.2. Objective

Ensuring the management and delivery of projects at Lee County on on-schedule and within budget.

38.1.9.3. Base Scope of Services

The scope of services for this subtower encompasses all activities related to the management of a Non-Recurring Initiatives (“projects”). In addition, this subtower contains all activities related to the management of change control documentation and reporting.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 5 (Roles & Responsibilities - 1.H. - IT Governance & Management: Change Control Management) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 5 (Tower 1:IT Governance and Management, Inventory tabs)for any applicable inventory and/or additional background information

38.1.9.4. Assumptions

Staff assigned to this subtower have project management credentials or are overseen by a staff person holding the PMP certification. If assigned staff does not currently hold a PMP certification, they will be required to obtain this certification within 12 months of being assigned to the County.

38.1.9.5. Out of Scope Services
None identified.

38.2. **Tower 2: Infrastructure Services:**

This tower involves operation, maintenance and support of the enterprise technology infrastructure which includes the collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test and deliver information technology services to the County.

Submittal Requirements

- Completed the Roles & Responsibilities for each subtower and SLA for tower
- Pricing for this tower and associated subtowers

38.2.1. *Tower Service Level Requirements*

The service level requirements for Tower 2 can be found in Exhibit 6 (Service Level Agreements - Tower 2: Infrastructure Services).

38.2.2. *Subtower 2A: Network Services*

38.2.2.1. Summary

The County has an expansive network that connects and supports BOCC and some non-BOCC sites. The network (firewalls, routers switches and WLAN) is comprised of Cisco networking equipment as the standard for all wired and wireless equipment. The WAN is a combination of fiber and carrier services connected sites and connects the supported sites to the main Data Center located at the Emergency Communications and Operations Center. The network uses a “best” connection that is possible strategy, factoring in proximity to services and cost effectiveness of the connection. The primary data center has network connectivity to the hosted Disaster Recovery facility in Miami (FL). The network services team works in close conjunction with the telecommunications team to ensure continuity of operations.

38.2.2.2. Objective

Service Provider will provide qualified staff to operate, maintain, and support all network (wired and wireless) related equipment and associated operating software/systems to ensure network performance, availability, integrity and reliability are met. Network Availability encompasses management, administration and support for existing equipment for the local area network (LAN). This includes, but may not be limited to, voice and data wiring, data communications equipment such as servers, routers, wireless bridges, switches, and firewalls and other network security systems, wire management in data closets, remote access, and remote site connectivity. The demarcation between the LAN and WAN is the network handoff from the WAN equipment and terminating into a LAN switch at each of the County sites.

38.2.2.3. Base Scope of Services

The Service Provider is responsible for supporting the necessary hardware and software related to the County’s networking requirements. The network infrastructure includes, but is not limited to, the hardware and software necessary to support the County’s LAN and connect the LAN to the WAN; Internet, Intranet, and Extranet support; and all maintenance activities necessary to ensure that the network infrastructure has high availability and reliability. Service Provider understands that several of the County’s production activities require network access to servers and other connections that cannot be unavailable except for extremely short periods of time and will maintain and manage a network infrastructure and support capability that will ensure the required level of availability and reliability.

The scope of services for this subtower encompasses all activities related to the support, operation and maintenance of the County’s wired and wireless networks. Key activities include architecture, design and planning services, engineering, implementation and operational services.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 6 (Roles & Responsibilities - 2.A - Infrastructure Services: Network Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 6 (Tower 2: Infrastructure Services, inventory) for any applicable inventory and/or additional background information

38.2.2.4. Assumptions

- Service Provider will be responsible for the management of network-related contracts on the County’s behalf (including renewals).
- County will maintain ownership of all network-related hardware and software.
- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.2.2.5. Out of Scope Services

Some services are delivered from the Clerk of the Courts data center but this facility is managed by others and is outside the scope of this project.

38.2.3. *Subtower 2B: Enterprise and Open Systems Management*

38.2.3.1. Summary

The Service Provider shall be responsible for the administration, maintenance and support of the Windows-based systems along any UNIX, Linux, and other non-windows operating systems used in the County. In addition to operating system support and administration, the Service Provider shall also administer, maintain and support the server virtualization environment. All support and maintenance of the physical server assets is also under the purview of the Service Provider coordinating with hardware manufacturers as necessary.

38.2.3.2. Objective

Service Provider will provide qualified staff to operate, maintain, and support all server related equipment and associated operating systems including server virtualization platforms.

38.2.3.3. Base Scope of Services

The scope of services for this subtower encompasses all activities related to the support, operation and maintenance of the County's server hardware, software including operating systems and server virtualization infrastructure. Key activities include architecture, design and planning services, engineering, implementation and operational services including proactive monitoring and capability planning tasks. The Service Provider will also be responsible for aspects of business continuity and disaster recovery related to this technology area.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 6 (Roles & Responsibilities - 2.B - Infrastructure Services: Enterprise Systems and Open Systems Management) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 6 (Tower 2: Infrastructure Services, inventory) for any applicable inventory and/or additional background information

38.2.3.4. Assumptions

- Service Provider will be responsible for the management of server and operating system-related contracts on the County's behalf (including renewals).
- County currently plans to maintain ownership of all server-related hardware and software.
- County may choose to procure server-related hardware, software and other service from cloud service provider.
- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.2.3.5. Out of Scope Services

None identified.

38.2.4. *Subtower 2C: Storage & Backup Management Services*

38.2.4.1. Summary

Service Provider shall be responsible for the configuration, maintenance, and contract management of any consolidated disk arrays, storage area networks, and other storage services e.g. cloud based storage systems.

38.2.4.2. Objective

Service Provider will provide qualified staff to operate, maintain and support all storage related equipment.

38.2.4.3. Base Scope of Services

The scope of services for this subtower encompasses all activities related to the support, operation and maintenance of the County's consolidated and distributed data storage infrastructure and data backup. Key activities include architecture, design and planning services, engineering, implementation and operational services including proactive monitoring and capability planning tasks. The Service Provider will also be responsible for aspects of business continuity and disaster recovery related to this technology area include data backup and replication.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 6 (Roles & Responsibilities - 2.C - Infrastructure Services: Storage & Backup Management Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 6 (Tower 2: Infrastructure Services, inventory) for any applicable inventory and/or additional background information

38.2.4.4. Assumptions

- Service Provider is responsible for procuring any required storage monitoring tools at their expense if not already owned by the County.
- Service Provider will maintain, operate and support any data (including server) replication technologies.
- Service Provider will be responsible for the management of storage and data backup-related contracts on the County's behalf (including renewals)
- County will maintain ownership of all storage and data backup-related hardware and software.
- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.2.4.5. Out of Scope Services

None identified.

38.2.5. Subtower 2D: Email Services

38.2.5.1. Summary

Service Provider is responsible for the maintenance, repair, troubleshooting, and replacement of any email system that the County operates. The scope of services includes both locally hosted and potentially cloud-based email solutions along with any email hygiene and security functions. Administration of email services includes, but is not limited to, email, contacts and calendaring functions.

38.2.5.2. Objective

Provide Electronic Mail (email) Services to the County's users while connected to the County network locally or through other remote means.

38.2.5.3. Base Scope of Services

The scope of services for this subtower encompasses the support, operation and maintenance of email services. The Service Provider will be responsible for email security, hygiene and anti-SPAM services. The Service Provider is expected to not only manage the email infrastructure, but also serve as the "administrator" of the email system including the creation and removal of mailboxes and other mail objects (e.g. such as distribution lists) as required.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 6 (Roles & Responsibilities - 2.D - Infrastructure Services: Email Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 6 (Tower 2: Infrastructure Services, inventory) for any applicable inventory and/or additional background information

38.2.5.4. Assumptions

- Service Provider will be responsible for the management of Electronic Email-related contracts on the County's behalf (including renewals)
- Service Provider is responsible for procuring any required electronic mail monitoring tools at their expense if not already owned by the County.
- County will maintain ownership of all Electronic Mail-related hardware and software.

38.2.5.5. Out of Scope Services None identified.

38.2.6. *Subtower 2E: Data Center Operations*

38.2.6.1. Summary

Service Provider is responsible for operation, support and aspects of the maintenance for the County's data center facilities. The Service Provider is expected to operate and maintain the data center facilities in a manner that meets or exceeds established service levels. Data center environmental, electrical and security aspects are within the scope of this subtower.

38.2.6.2. Objective

Service Provider will provide qualified staff to provide management services of the data center environment including all equipment with the exception of servers, storage and network devices that are defined in a separate subtower.

38.2.6.3. Base Scope of Services

The scope of services for this subtower encompasses properly monitoring the environmental systems (cooling, de/humidification, and air quality), electrical system (utility power interconnects, uninterruptable power systems, power distribution units) and security systems (door access control). Additionally, the Service Provider is required to evaluate, analyze and propose innovative concepts for the data center facility and/or operations to yield efficiency gains, improve availability and reduce expenditures.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 6 (Roles & Responsibilities - 2.E - Infrastructure Services: Data Center Operations) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 6 (Tower 2: Infrastructure Services, inventory) for any applicable inventory and/or additional background information

38.2.6.4. Assumptions

- Service Provider will closely coordinate and work with the County Facilities Department for maintenance and repairs of data center systems as required.
- Service Provider is responsible for procuring any required industry standard data center monitoring tools at their expense if not already owned by the County.
- For third party (non-County) data center facilities, the Service Provider's responsibility encompasses all systems and components not supported, operated or maintained by the data center vendor as defined in the County-data center vendor agreement.

- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.2.6.5. Out of Scope Services

- Performing repairs of data center facility environmental or electrical equipment.
- Performing repairs to the data center facility structure or connected structures.

38.2.7. Subtower 2F: Smart County Technology Management

38.2.7.1. Summary

Lee County is invested in becoming a smart County, and seeks to integrate technologies, and bring networking and security to the forefront of delivering services to the citizens. For example, Lee County would like to see the integration of systems to support 911 and NG-911 service delivery; e.g., a call is received by 911, and based on current traffic conditions dispatch the response to use the best routes, including forced traffic light and street lighting changes if necessary. Similar routing technology can be used for non-emergency vehicle routing as well.

Lee County management expects the Service Provider to bring proactive insight in educating the County on emerging smart County technologies.

38.2.7.2. Objective

Proactive and sustained support to assist Lee County integrate emerging technologies to support a Smart County framework.

38.2.7.3. Base Scope of Services

The scope of activities in this subtower focuses on the role of the Service Provider to work with the County in identifying opportunities and managing projects to develop a Smart City strategy. This may include the need to work with other Counties to understand initiatives and identify economies of scale.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 6 (Roles & Responsibilities - 2.E - Infrastructure Services: Smart Government Technology Management) for the full scope of services for this subtower and required SLAs for this tower

38.2.7.4. Assumptions

None identified

38.2.7.5. Out of Scope Services

None identified

38.3. Tower 3: Cybersecurity Services:

This tower encompasses cybersecurity controls and systems, along with the development and ongoing administration of a cybersecurity framework. This tower spans the entirety of the technology environment helping to secure a proper security posture that reduces risk and provides for appropriate countermeasures and mitigation approaches.

Submittal Requirements

- Completed the Roles & Responsibilities for each subtower and SLA for tower
- Pricing for this tower and associated subtowers

38.3.1. Tower Service Level Requirements

The service level requirements for Tower 3 can be found in **Exhibit 7 (Tower 3: Cybersecurity Services, SLA tab)**.

38.3.2. *Subtower 3A: Cybersecurity Controls, eDiscovery & Litigation*

38.3.2.1. Summary

Service Provider is responsible for the proactive monitoring, operation, maintenance and support of Cybersecurity controls and mitigation systems to appropriately and effectively reduce risk to the County. Additionally, the Service Provider is expected to assist the County in eDiscovery (e.g. Public Records Requests) activities that are a result of legal action or other statutory requirements (e.g. Freedom of Information Act) and may encompass a large and diverse set of systems and data points.

38.3.2.2. Objective

Effectively operate, administer and maintain Cybersecurity-related systems, controls and mitigating factors as to adequately protect the County from Cybersecurity threats and reduce risk.

38.3.2.3. Base Scope of Services

The scope of services for this subtower encompasses comprehensive administration, operation and support of all Cybersecurity control systems including (but not limited to): network firewalls, intrusion prevention & detection systems, auditing systems, logging systems, vulnerability assessment tools and other services that may be procured by the County in the future. The Service Provider is expected to proactively monitor the Cybersecurity systems, respond to threats and mitigate or resolve threats as necessary. Additionally, the Service Provider is expected to function as the “administrator” of the County’s identity management system facilitating system access and revocation. The scope of services in this subtower (3A) applies to all Service Towers within this RFP.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 7 (Roles & Responsibilities - 3.A - Cybersecurity Services: Cybersecurity Controls, eDiscovery & Litigation) for the full scope of services for this subtower and required SLAs for this tower

38.3.2.4. Assumptions

- Service Provider will be responsible for the management of Cybersecurity-related contracts on the County’s behalf (including renewals)
- County will maintain ownership of all Cybersecurity-related hardware and software.
- Service Provider is responsible for procuring any required Cybersecurity monitoring tools at their expense if not already owned by the County.
- Service Provider will provide the tools necessary to perform routine security vulnerability testing.
- Service Provider will participate in and support the efforts of external vendors as it relates to independent audits and testing of Cybersecurity controls and related policies and/or procedures.
- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.3.2.5. Out of Scope Services

Annual external and internal network penetration testing.

38.3.3. *Subtower 3B: Cybersecurity Program Management*

38.3.3.1. Summary

Service Provider is responsible for the development, administration and maintenance of enterprise-class Cybersecurity Program for the County. The program must be based on best practice principles and founded

in commonly accepted standards such as National Institute of Standards and Technology Cybersecurity Framework (NIST CSF). The Service Provider is expected to develop and maintain policies and procedures necessary and present to the County CIO for review and approval.

38.3.3.2. Objective

Develop, administer and maintain a flexible, robust and effective Cybersecurity program that helps to mitigate Cybersecurity threats and reduces risk.

38.3.3.3. Base Scope of Services

The scope of services for this subtower encompasses the development of a Cybersecurity Management Framework (CMF) that adequately addresses the needs of the County, mitigates Cybersecurity threats and reduces risk for the County. The Service Provider is expected to develop and maintain any required Cybersecurity policies necessary for the CMF. A component of this service includes the vendor serving as the primary point of contact for Cybersecurity matters closely coordinating activities and reporting to the County's Chief Information Officer. The CMF scope is County-wide and applies to all towers of service.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 7 (Roles & Responsibilities - 3.B - Cybersecurity Services: Cybersecurity Program Management) for the full scope of services for this subtower and required SLAs for this tower

38.3.3.4. Assumptions

None identified.

38.3.3.5. Out of Scope Services

None identified.

38.4. **Tower 4: Telecommunication Services**

This tower involves the maintenance and support of the telephone services and Wide Area Network (WAN) environment. Within this tower is the support and maintenance of the fiber network owned and leased by the County.

Telecommunication Services for Lee County supports the Board of County Commissioners (BoCC) and all other constitutional offices in the County.

Submittal Requirements

- Completed the Roles & Responsibilities for each subtower and SLA for tower
- Pricing for this tower and associated subtowers

38.4.1. *Tower Service Level Requirements*

The service level requirements for the Telecommunications Tower can be found in Exhibit 8 (Tower 4: Telecommunication Services, SLA tab).

38.4.2. *Subtower 4A: Fiber Infrastructure Services*

38.4.2.1. Summary

Lee County operates and maintains an optical fiber infrastructure using FLASHWAVE technologies. The fiber network supports the interconnectivity of the entire County and is critical to the delivery of emergency services.

38.4.2.2. Base Scope of Services

There are three major service areas in this subtower:

- Architecture, design and planning services: the scope of this service area encompasses responsibilities for activities to ensure continuity of service and increase the reliability and scalability of the current environment.
- Engineering, implementation and operational services: the activities in this service area focus on the communication of needs to management address architecture needs. Developing presentations, network diagrams and reporting on the service delivery areas are the focus of this service area.
- Maintenance and support services: The activities in this service area are comprised of tasks related to monitoring of network performance, provide oversight for break-fix and general maintenance work of the fiber network, and 24 hour/7 day a week support for outages. The County has a separate contract with third party to perform all break/fix and new installation activities related to the wide area fiber network.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 8 (Roles & Responsibilities - 4.A - Telecommunication Services: Fiber Infrastructure Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 8 (Tower 4: Telecommunication Services, inventory) for any applicable inventory and/or additional background information

38.4.2.3. Assumptions

- As the fiber network supports 911 communications and other communications related to public safety, network monitoring for 24 hours a day, 7 days a week is required.
- Service Provider is responsible for procuring any required industry standard fiber infrastructure monitoring tools at their expense if not already owned by the County.
- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.4.2.4. Out of Scope Services

None identified

38.4.3. Subtower 4B: Telecommunication Systems Management

38.4.3.1. Summary

Lee County operates and maintains a number of phone systems (makes, models, and technologies). The Telecom Systems Management service supports the operations and maintenance of these phone systems and is critical to the delivery of emergency services. It is to be noted that the County is currently in the process of evaluating the current telephony environment and plans to migrate to a common platform with unified communication system features.

38.4.3.2. Objective

The Service Provider will provide staff to support the Telecommunication Services for the County telephones and Time Division Multiplexing (TDM), Centrex and VoIP systems.

38.4.3.3. Base Scope of Services

There are three major service areas in the Telecommunication Systems Management subtower:

- Architecture, design and planning services: This service area contains activities to support the maintenance of telecommunications management, including Service Provider coordination, monitoring of service delivery and call-center support.

- Engineering, implementation and operational services: this service area supports the Cisco system and associated functionality. Operational services supported include County-wide voice mail, and mobile devices. Activities in this service area include all tasks associated with the design and deployment of telecommunications within the County.
- Maintenance and support services: The activities in this service area are comprised of tasks to monitor and maintain continuity of services for County-wide telecommunications and transmittal of data.
- Service Provider is responsible for procuring any required industry standard telecommunications monitoring tools at their expense if not already owned by the County.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 8 (Roles & Responsibilities - 4.B - Telecommunication Services: Telecommunications Systems Management) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 8 (Tower 4: Telecommunication Services, inventory) for any applicable inventory and/or additional background information

38.4.3.4. Assumptions
None identified.

38.4.3.5. Out of Scope Services
None identified.

38.4.4. Subtower 4C: Installation, Moves, Adds, Changes (IMAC)

38.4.4.1. Summary

Lee County has locations throughout the 785 square miles and as the County seeks to support the movement and concentration of increasing populations, new County buildings are being added. In addition, as the County seeks to streamline services overall, office space requirements may evolve. The activities in the subtower focus on managing the movement of telecommunications equipment, update E911 / Automatic Location Identification (ALI) databases, as well as accounting for the equipment in inventory.

38.4.4.2. Objective

Maintain inventory of telecommunications equipment; support the deployment of new or renovated sites where County services are delivered.

38.4.4.3. Base Scope of Services

The scope of services for this subtower encompasses all activities related to the installation and movement of telecommunications equipment. This would include ensuring that locations are fully supported and operational. As devices are moved to new locations, another activity includes maintaining equipment inventory.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 8 (Roles & Responsibilities - 4.C - Telecommunication Services: Installations, Moves, Adds, and Changes (IMAC)) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 8 (Tower 4: Telecommunication Services, inventory) for any applicable inventory and/or additional background information

38.4.4.4. Assumptions

None identified

38.4.4.5. Out of Scope Services

None identified

38.4.5. *Subtower 4D: Provisioning & Management (Carrier & Cellular)*

38.4.5.1. Summary

Service Provider is responsible for provisioning cellular and carrier services as necessary to meet the needs of the County. In addition, the Service Provider is expected to manage all related agreements on the County's behalf.

38.4.5.2. Objective

Work with the County's telecommunications carriers/providers to provision and decommission cellular devices and accessories for the County's employees.

38.4.5.3. Base Scope of Services

The scope of this subtower encompasses activities that include the delivery of mobile device service plan administration, coordination of the provisioning and maintenance of data circuits and the negotiation of network carrier and services contracts. Additionally, the Service Provider is expected to manage the lifecycle of cellular devices and actively manage devices in an effort to maintain security and accountability of such devices. The scope of this service applies to County issued and owned devices only.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 8 (Roles & Responsibilities - 4.C - Telecommunication Services: Installations, Moves, Adds, and Changes (IMAC)) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 8 (Tower 4: Telecommunication Services, inventory) for any applicable inventory and/or additional background information

38.4.5.4. Assumptions

None identified.

38.4.5.5. Out of Scope Services

None identified.

38.5. **Tower 5: Application Services**

This tower involves the deployment, maintenance and support of software applications which enable business and data management processes. Application development, application maintenance and application support are the three subtower components.

Lee County prefers to use commercial-off-the-shelf (COTS) applications in lieu of in-house developed applications where COTS meets County requirements and can achieve economy of scale for use throughout the County.

Exhibit 9 (Tower 5: Application Services, Inventory tab) contains the inventory of current applications in use at Lee County. The list contains applications developed in-house, COTS and enhancements to COTS. The list is valid to the date of publication of this RFP, as some legacy applications may be retired or replaced during and after the award of this procurement.

Submittal Requirements

- Completed the Roles & Responsibilities for each subtower and SLA for tower
- Pricing for this tower and associated subtowers

38.5.1. *Tower Service Level Requirements*

The service level requirements for the Applications Services Tower can be found in **Exhibit 9 (Tower 6: Application Services, SLA tab)**.

38.5.2. *Subtower 5A: Application Maintenance and Support Services*

38.5.2.1. Summary

The back-end maintenance and administration of the County's application portfolio is performed by ITG. Maintenance and support for applications developed in-house is largely provided by the staff who were responsible for application development, and are not performed by the department in which the application was developed. Upgrades and enhancements of COTS applications are completed by ITG staff including installing upgrades, managing system security, and providing interface support. ITG staff also predominately perform on-going maintenance for custom applications.

38.5.2.2. Objective

Selected Service Provider will coordinate and, where necessary, work as a team with other County contracted vendors to install, maintain, upgrade, support, repair, and replace the County's application portfolio.

38.5.2.3. Base Scope of Services

The scope of services in this subtower encompasses the activities for managing releases and, maintaining applications and providing support within the Lee County infrastructure. Activities include maintaining documentation for change control, managing workflows, and monitoring performance.

The exhibits associated with this subtower are:

- Exhibit 9 (Roles & Responsibilities - 5.A - Application Services: Application Maintenance and Support Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 9 (Tower 5: Application Services, Inventory) for any applicable inventory and/or additional background information

38.5.2.4. Assumptions

Staff performing maintenance and support carry the appropriate educational degree or certificates for the applications supported.

38.5.2.5. Out of Scope Services

ITG is not responsible for any application in which the vendor is contractually required to perform the maintenance.

38.5.3. *Subtower 5B: Application Deployment Services*

38.5.3.1. Summary

The Software Inventory in Exhibit 9 (Tower 5: Application Services, Inventory) identifies current software and applications in use at Lee County.

ITG provides support services for the acquisition and management of business applications to address both department-specific and enterprise requirements. Application deployment staff provide: project

management, requirements definition, business analysis, application configuration, report development. Staff in this subtower are also the first level of support for service requests involving application use. There is a consistent high volume of work due to the significant number of projects currently being implemented and the applications which require on-going support.

38.5.3.2. Objective

Application deployment services are comprised of the activities to acquire, deploy, support and manage the business applications.

38.5.3.3. Base Scope of Services

The scope of services in this subtower encompass the activities for managing the configuration and release of applications within the Lee County infrastructure.

The exhibits associated with this subtower are:

- Exhibit 9 (Roles & Responsibilities - 5.B - Application Services: Application Deployment Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 9 (Tower 5: Application Services, Inventory) for any applicable inventory and/or additional background information

38.5.3.4. Assumptions

- Staff will be required to be on call 24 hours a day/7 days a week.

38.5.3.5. Out of Scope Services

ITG is not responsible for any application in which the vendor is contractually required to perform the maintenance.

38.5.4. *Subtower 5C: Application Development Services*

38.5.4.1. Summary

The County has an application portfolio which includes both Commercial-Off-The-Shelf (COTS) and custom-developed systems. Further, some of the County's COTS applications have been modified by in-house and external developers to meet business requirements.

Application development within the County is performed by multiple functional teams and no current staff are completely dedicated to solely application development activities. All staff within the department are expected to "wear multiple hats" and, accordingly, many application developers are also fulfilling business analysis, application support, and project management functions. Finally, several applications have been developed by decentralized technical staff within other County departments

38.5.4.2. Objective

Contractor will work with end users to determine any new applications that need to be developed, as well as modify, troubleshoot, expand, re-write, and support any existing in-house written application from all of the various platforms and languages that the County employs.

38.5.4.3. Base Scope of Services

The scope of services in the Applications Development subtower includes the coding and customization of applications within a timely manner, with no impact to County operations. Staff in this subtower will be responsible for managing requests for report writing, application testing and validation, managing the code repository and versioning, and documenting the business cases for development.

The exhibits associated with this subtower are:

- Exhibit 9 (Roles & Responsibilities - 5.C - Application Services: Application Development Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 9 (Tower 5: Application Services, Inventory) for any applicable inventory and/or additional background information

38.5.4.4. Assumptions

Application development is performed by staff located onsite at Lee County Florida.

Staff engaged in any application development adhere to laws and statutes surrounding privacy and protection of citizen data.

It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs. Staff performing application development are properly credentialed, and are qualified. Primary responsibilities for application development are for staff primarily assigned to this project in a full-time manner.

38.5.4.5. Out of Scope Services

None identified.

38.5.5. Subtower 5D: Database Administration & Support Services

38.5.5.1. Summary

Database administration is managed by the Applications Team manager. A primary function under this subtower is the monitoring of database performance and availability, which currently uses software written by the Current Service Provider vendor.

The County uses KRONOS for time management and is in the middle of a number of initiatives to extend the functionality: including: establishing biometric logins, and an online leave request system.

The County is in the process of transitioning from Tidemark to Accela as the licensing and permitting solution. Other significant database centric applications include Accela, Cartegraph, QuickTag, Internet, Intranet, Extranet, SharePoint, and GIS.

38.5.5.2. Objective

Service Provider shall install, configure, maintain, troubleshoot, and upgrade all of the County's MS-SQL and Oracle database infrastructure.

38.5.5.3. Base Scope of Services

The scope of services for this subtower encompasses all activities related to the management, administration and the monitoring of databases. Activities include monitoring and reporting on database performance and availability, providing recommendations for performance improvement, installing and configuring databases and troubleshooting systems. There are approximately 380 databases in production at Lee County. Support for Kronos, the time keeping software, is a significant responsibility of this subtower. Other systems include Quicktag (document retention), NOVIS (agenda development), AIM (Asset Inventory Management) and the internal Microsoft SharePoint. This subtower also works closely with the Lee County GIS office. Some databases integrate with the County financial ERP system to provide name, title position information and location, which is not managed by the BoCC. The Service Provider is expected to coordinate with the entity hosting the ERP system to address any integrations. System administration and upkeep of the ERP system is out of scope for this RFP; the ERP system is managed by the Clerk of the Courts department.

The exhibits associated with this subtower are:

- Exhibit 9 (Roles & Responsibilities - 5.D - Application Services: Database Administration & Support Services) for the full scope of services for this subtower and required SLAs for this tower

- Exhibit 9 (Tower 5: Application Services, Inventory) for any applicable inventory and/or additional background information

38.5.5.4. Assumptions

- Oracle experience is required.
- Database administration requires 24/7 support from the Service Provider for critical and severity 1 issues
- Service Provider is responsible for procuring any required database monitoring tools at their expense if not already owned by the County.

38.5.5.5. Out of Scope Services

None identified.

38.5.6. Subtower 5E: Web Site Management & Support Services

38.5.6.1. Summary

Lee County maintains internal and external websites, which is technically managed by the Service Provider. All content for the external website is generated and provided by Lee County staff. The County also utilizes a Microsoft SharePoint server solution for internal collaboration and website hosting.

38.5.6.2. Objective

Provide services in accordance with Scope described below for the County's external web site including implementing approved service requests to the County.

38.5.6.3. Base Scope of Services

Using project management, execute pre-approved tasks in response to service ticket requests, maintain all documentation and report on web use statistics. Operate and maintain the County's Microsoft SharePoint environment.

The exhibits associated with this subtower are:

- Exhibit 9 (Roles & Responsibilities - 5.E - Application Services: Web Site Management & Support Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 9 (Tower 5: Application Services, Inventory) for any applicable inventory and/or additional background information

38.5.6.4. Assumptions

None identified.

38.5.6.5. Out of Scope Services

None identified.

38.6. Tower 6: End User Technology Services

This tower involves direct end user support and support of end user computing devices such as desktops, laptops and tablets, potentially desktop assistants. Key aspects of this tower include helpdesk, field services and asset management.

Submittal Requirements

- Completed the Roles & Responsibilities for each subtower and SLA for tower
- Pricing for this tower and associated subtowers

38.6.1. *Tower Service Level Requirements*

The service level requirements for the End User Technology Services Tower can be found in Exhibit 10 (End User Technology Services, SLA tab).

38.6.2. *Subtower 6A: Service Desk*

38.6.2.1. Summary

A high level of Customer Service skills is a must. The Service Provider will serve as the primary point of contact for which end users will be able to communicate with the service desk by telephone, online chat, email, or through a submission in the on-line support portal. The Service Provider is expected to perform incident triage, resolution and escalation as necessary to meet the established service level requirements.

38.6.2.2. Objective

Service Provider will provide qualified, personable and communicative staff to provide Service Desk personnel assigned to the County along with an Information Technology Service Management (ITSM) based service desk solution for the resolution and reporting of IT incidents.

38.6.2.3. Base Scope of Services

The scope of services for this subtower encompasses all services necessary to meet the established SLA for issue response and resolution to provide an exceptional end user experience. All initial IT service desk calls will be directed to the Service Provider to log the information provided into the provided IT Service Management solution, resolve and close incidents that are First Call Resolvable, and escalate incidents that are not First Call Resolvable. The Service Provider is expected to develop and maintain standard operating procedures, escalation procedures and a common repository of knowledge to facilitate the resolution of IT incidents. The expectation is that the Service Desk will be structured in a manner whereby the initial end user contact will be handed by “Level 1” personnel with incidents being escalated to “Level 2” or “Level 3” up to and including escalation to external vendors, providers and manufacturers as necessary.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 10 (Roles & Responsibilities - 6.A - End User Technology Services: Service Desk) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 10 (Tower 6: End User Technology Services, Inventory) for any applicable inventory and/or additional background information

38.6.2.4. Assumptions

- Service Provider will provide a single IT Service Management (ITSM) solution for the purposes of incident resolution and reporting. County IT along with County end users must have access to this system.
- Service Provider will import minimum of three (3) years of historical service incident information from the County’s current ITSM system to the one provided by the Service Provider.
- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.6.2.5. Out of Scope Services

None identified.

38.6.3. *Subtower 6B: End User Device Support Services*

38.6.3.1. Summary

The Service Provider is responsible for the management, support and maintenance of the County's end user devices (desktops, laptops, tablets and smartphones). The expectation is that the Service Provider will be responsible for the complete asset lifecycle from procurement through asset disposal. Additionally, there is a significant focus on break/fix activities to reduce downtime and productivity loss for the County's end users.

38.6.3.2. Objective

Service Provider will provide qualified, personable and communicative staff to end user device support services.

38.6.3.3. Base Scope of Services

The scope of services for this subtower encompasses the complete lifecycle of end user devices including, but not limited to procurement, deployment, asset management (CMDB), break/fix and disposal. The Service Provider is expected to support the County's key application software and operating systems which includes the deployment of software, patches and updates as necessary. The use of remote tools such as existing Dameware application is required to expedite service. There will also be a significant need for onsite support of the devices across the large geography of Lee County.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 10 (Roles & Responsibilities - 6.B - End User Technology Services: End User Device Support Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 10 (Tower 6: End User Technology Services, Inventory) for any applicable inventory and/or additional background information

38.6.3.4. Assumptions

- Service Provider will provide asset management configuration management software necessary to maintain an accurate asset inventory.
- Service Provider will import any existing asset information from the County's current system to the one provided by the Service Provider.
- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.6.3.5. Out of Scope Services

None identified.

38.6.4. Subtower 6C: Printer & Fax Services

38.6.4.1. Summary

The County employs a wide variety and vast number of printing devices that must be maintained. The Service Provider is not responsible for the purchase of consumables for the printing devices.

38.6.4.2. Objective

Support and maintain printing and fax services and associated devices.

38.6.4.3. Base Scope of Services

The scope of services for this subtower encompasses maintenance and support Fax, Copy and Print Services including, installation, configuration, and support of approved printers. Additionally the Service Provider shall coordinate with external vendors as necessary to facilitate the repair or replacement of printing and faxing devices.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 10 (Roles & Responsibilities - 6.C - End User Technology Services: Printer & Fax Services) for the full scope of services for this subtower and required SLAs for this tower
- Exhibit 10 (Tower 6: End User Technology Services, Inventory) for any applicable inventory and/or additional background information

38.6.4.4. Assumptions

- The multifunction (print/scan/fax) devices (MFD's) are managed by an external vendor. The Service Provider is expected to coordinate and track repairs of MFD's with external vendors.

38.6.4.5. Out of Scope Services

- Repair of printing, faxing or multifunction devices.
- Replenishment of printing consumables such as paper, toner and ink.

38.7. **Tower 7: Disaster Recovery & Emergency Operations**

This tower encompasses disaster recovery and business continuity for all or most of the County's critical business applications and related infrastructure. Included in this tower is the support of the Emergency Operations Center (EOC) in the event of a disaster scenario.

Submittal Requirements

- Completed the Roles & Responsibilities for each subtower and SLA for tower
- Pricing for this tower and associated subtowers

38.7.1. *Tower Service Level Requirements*

The service level requirements for Disaster Recovery and Emergency Operations Tower can be found in Exhibit 11 (Tower 7: Disaster Recovery & Emergency Operations, SLA tab)

38.7.2. *Subtower 7A: Disaster Recovery Services*

38.7.2.1. Summary

Multiple divisions within the County have established and routinely test disaster recovery plans to ensure each specific technology function (e.g. database, server, network, and application) can be restored in an emergency. Additionally, several teams have informal Business Continuity Plans (BCP) and/or Disaster Recovery Plans (DRP's). The Service Provider is expected to assist the County in the development, maintenance and execution (including testing) of comprehensive Technology-related Business Continuity and Disaster Recovery Plans.

38.7.2.2. Objective

Service Provider shall develop and maintain business continuity documentation and procedures to ensure continuous delivery of services to citizens, as well as manage the execution of recovering the use of technology assets in the event of system outages of a minor or major scale.

38.7.2.3. Base Scope of Services

The scope of services for this subtower encompasses the development of a comprehensive and actionable information technology focused Business Continuity (BCP) and Disaster Recovery Plans (DRP). The Service Provider is expected to lead the BCP and DRP efforts for the County ensuring the developed plans are routinely updated and tested to validate their alignment with the County's needs. Additionally, the Service Provider is expected to manage and execute the recovery of systems as detailed in the developed BCP and DRP.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 11 Roles & Responsibilities - 7.A - Disaster Recovery & Emergency Operations: Disaster Recovery Services) for the full scope of services for this subtower and required SLAs for this tower

38.7.2.4. Assumptions

- The Service Provider will perform testing and validation of the Business Continuity and Disaster Recovery Plans.
- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.7.2.5. Out of Scope Services

None identified.

38.7.3. Subtower 7B: Emergency Operations Center Services

38.7.3.1. Summary

In certain and infrequent circumstances the County activates the Emergency Operations Center (EOC) to provide a facility for Public Safety and other County officials to conduct business and ensure the safety of the County's residents. The EOC facility itself contains the County's primary data center along with a substantial amount of other emergency related equipment computer equipment. In the event of the declaration of an emergency and with activation of the EOC, the expectation is that the Service Provider will provide continuous onsite support during the duration of the EOC activation. Failure to perform activities to effectively manage IT operations during declaration of an emergency will be considered as a breach of contract.

38.7.3.2. Objective

The Service Provider is expected to support the County's technology environment in the event of a disaster scenario (e.g. Hurricane) in which the County activates the Emergency Operations Center (EOC).

38.7.3.3. Base Scope of Services

The scope of services for this subtower encompasses providing 24x7 continuous onsite IT support services at the EOC facility for the duration of a disaster event. The Service Provider shall perform necessary modifications to the County's IT environment to maintain continuous operation as defined in the DRP and BCP and other duties as necessary to maintain technology services for County.

The exhibits associated with this subtower are:

- Exhibit 2 (Locations and Future Questionnaire) for the locations where these services are provided
- Exhibit 11 (Roles & Responsibilities - 7.B - Disaster Recovery & Emergency Operations: Emergency Operations Center Services) for the full scope of services for this subtower and required SLAs for this tower

38.7.3.4. Assumptions

- The Service Provider shall provide the County a staffing plan that addresses 24x7 continuous coverage during an EOC activation.
- Service Provider is responsible for providing vehicles to transport any hardware to County locations.

38.7.3.5. Out of Scope Services

None identified.

39. SAMPLE CONTRACT AND MSA

See **Exhibit 12 (Master Services Agreement) - Sample**

40. LISTING OF EXHIBITS

#	Exhibit
I	INFORMATIONAL & SUBMITTAL REQUIRED
1	Comply Exceptions & Pricing Forms
Worksheet-1	Submittal Checklist
Worksheet-2	Vendor Profile & References
Worksheet-3	RFP Comply Exception
Worksheet-4	MSA Comply Exception
Worksheet-5	Price Response Forms
Worksheet-6	Price Summary Form
2	Locations and Future Questionnaire
Worksheet-1	Future Questionnaire
Worksheet-2	Locations - Current Services
Worksheet-3	Locations - Future Services
3	Staffing Levels / Composition
4	Legend for Roles & Responsibilities and SLA Matrices
5	Tower 1: IT Governance and Management
Worksheet-1	Roles & Responsibilities - 1A - IT Governance & Management: Technology Management Services
Worksheet-2	Roles & Responsibilities - 1B - IT Governance & Management: Technology Advancement Services
Worksheet-3	Roles & Responsibilities - 1C - IT Governance & Management: Budgeting Services
Worksheet-4	Roles & Responsibilities - 1D - IT Governance & Management: Documentation Services
Worksheet-5	Roles & Responsibilities - 1E - IT Governance & Management: Reporting Services
Worksheet-6	Roles & Responsibilities - 1.F - IT Governance & Management: Asset License & Contract Management
Worksheet-7	Roles & Responsibilities - 1.G - IT Governance & Management: Procurement Services
Worksheet-8	Roles & Responsibilities - 1.H. - IT Governance & Management: Change Control Management
Worksheet-9	Service Level Agreements - Tower 1: IT Governance & Management
Worksheet-10	Inventory - 1.H.1 Project Portfolio
6	Tower 2: Infrastructure Services
Worksheet-1	Roles & Responsibilities - 2.A - Infrastructure Services: Network Services
Worksheet-2	Roles & Responsibilities - 2.B - Infrastructure Services: Enterprise Systems and Open Systems Management
Worksheet-3	Roles & Responsibilities - 2.C - Infrastructure Services: Storage & Backup Management Services
Worksheet-4	Roles & Responsibilities - 2.D - Infrastructure Services: Email Services
Worksheet-5	Roles & Responsibilities - 2.E - Infrastructure Services: Data Center Operations

Worksheet-6	Roles & Responsibilities - 2.E - Infrastructure Services: Smart Government Technology Management
Worksheet-7	Service Level Agreements - Tower 2: Infrastructure Services
Worksheet-8	Inventory - 2.A.1 - Network Inventory
Worksheet-9	Inventory - 2.A.2 - OSPF Network Map
Worksheet-10	Inventory - 2.B.1 - Server Inventory
Worksheet-11	Inventory - 2.C.1 - Storage Inventory
7	Tower 3: Cybersecurity Services
Worksheet-1	Roles & Responsibilities - 3.A - Cybersecurity Services: Cybersecurity Controls, eDiscovery & Litigation
Worksheet-2	Roles & Responsibilities - 3.B - Cybersecurity Services: Cybersecurity Program Management
Worksheet-3	Service Level Agreements - Tower 3: Cybersecurity Services
8	Tower 4: Telecommunication Services
Worksheet-1	Roles & Responsibilities - 4.A - Telecommunication Services: Fiber Infrastructure Services
Worksheet-2	Roles & Responsibilities - 4.B - Telecommunication Services: Telecommunications Systems Management
Worksheet-3	Roles & Responsibilities - 4.C - Telecommunication Services: Installations, Moves, Adds, and Changes (IMAC)
Worksheet-4	Roles & Responsibilities - 4.D - Telecommunication Services: Provisioning & Management (Carrier & Cellular)
Worksheet-5	Service Level Agreements - Tower 4: Telecommunication Services
Worksheet-6	Inventory - 4.A.1 Fiber Network
Worksheet-7	Inventory - 4.A.2 Fiber Transport Topology
Worksheet-8	Inventory - 4.B.1 Telecom Inventory
9	Tower 5: Application Services
Worksheet-1	Roles & Responsibilities - 5.A - Application Services: Application Maintenance and Support Services
Worksheet-2	Roles & Responsibilities - 5.B - Application Services: Application Deployment Services
Worksheet-3	Roles & Responsibilities - 5.C - Application Services: Application Development Services
Worksheet-4	Roles & Responsibilities - 5.D - Application Services: Database Administration & Support Services
Worksheet-5	Roles & Responsibilities - 5.E - Application Services: Web Site Management & Support Services
Worksheet-6	SLA - Tower 5 - Application Services
Worksheet-7	Inventory - 5.A.1 Application Portfolio
10	Tower 6: End User Technology Services
Worksheet-1	Roles & Responsibilities - 6.A - End User Technology Services: Service Desk
Worksheet-2	Roles & Responsibilities - 6.B - End User Technology Services: End User Device Support Services
Worksheet-3	Roles & Responsibilities - 6.C - End User Technology Services: Printer & Fax Services

Worksheet-4	Service Level Agreements - Tower 6: End User Technology Services
Worksheet-5	Inventory - 6.A.1 Service Desk Summary
Worksheet-6	Inventory - 6.B.1 Desktop Hardware Inventory
Worksheet-7	Inventory - 6.B.2 Laptop & Mobile Device Inventory
Worksheet-8	Inventory - 6.B.3 Desktop Software Inventory
Worksheet-9	Inventory - 6.C.1 Printer Inventory
11	Tower 7: Disaster Recovery & Emergency Operations
Worksheet-1	Roles & Responsibilities - 7.A - Disaster Recovery & Emergency Operations: Disaster Recovery Services
Worksheet-2	Roles & Responsibilities - 7.B - Disaster Recovery & Emergency Operations: Emergency Operations Center Services
Worksheet-3	Service Level Agreements - Tower 7: Disaster Recovery & Emergency Operations
12	Master Services Agreement

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. **SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **100 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copies (clearly marked as such) and eight (8) complete electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked, searchable Portable Document format (PDF). Any RFP Forms, Exhibits and other content provided in electronic format (e.g. Excel, Word, etc.) **MUST** be submitted electronically in the native format (in addition to hard copy) without modification by the proposer. Any modifications to the electronic documents provided (as from completing the requested information) may render the proposal as Non-Responsive and therefore ineligible for award. The County may request additional files be submitted in specialty format. Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes. Your submissions should be organized utilizing the following divisions.

Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

TAB 1: Legal Entity and Company Information

- Provide the full legal name of your Company and any fictitious names.
- Provide the date of your Company's incorporation and the state of incorporation.
- If your Company is an out of state corporation authorized to do business in the State of Florida, please provide the date of such authorization.
- Provide the principal office address for your Company.
- How many years has your organization been in the business of providing information technology outsourced services?

TAB 2: Qualifications of Company

- Provide a description of your Company; experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, etc.
- Provide information which would indicate the size and capacity of your organization, including the number of permanent employees engaged in information technology outsourcing services.
- Provide a description of your Company's working knowledge of Florida state governmental agencies, including applicable laws, regulations and statutes.
- Describe your demonstrated expertise in providing IT support and services for emergency operations centers or similar functions.
- Provide a description of your understanding of international best practices and your Company's ability to provide technology leadership and innovation which considers international perspectives.
- Provide a description of your demonstrated expertise for technologies used in public sector environment.
- Provide a description of your Company's services revenue growth over the past three (3) fiscal years.
- What is the largest contract (dollar cost) ever performed by your organization?
- What is the dollar value of the largest project which you consider your organization is qualified to undertake?
- Please describe the total dollar volume of work you currently have under contract or project to have during the anticipated initial term of this contract and your capability to address that volume of work contemplated under the Master Services Agreement.
- Attach a credit report no older than thirty (30) days from a qualified credit reporting agency.
- Provide a Bid Bond, from a Surety Company, on the form provided herein.

TAB 3: Company Relevant Experience & References

- Provide details of a minimum of three (3) projects similar in scope and size to that being requested through this solicitation that your Company has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total length of contract (From Notice to Proceed to Final Invoice payment)
- A Company will be selected to provide the performance of all goods and services necessary for the successful completion of the project. This will be inclusive of obtaining necessary permits.

TAB 4: Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated Services as detailed within this solicitation.
- Provide a detailed Transition Plan (migration plan) that explains how firm intends to efficiently and successfully transition IT services from the existing Service Provider to your firm.

TAB 5: Personnel

- Provide a detailed description of the firm's **specific** project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's

knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

- Provide a Staffing Plan (Exhibit 3) that identifies the quantity, types, roles and allocation of the proposed personnel that will be directly providing the requested services to the County. The plan should clearly identify the personnel that (1) will be exclusively allocated to the County, (2) will work on-site at County locations, (3) will work remotely (not working at County locations) and (4) are subconsultants or subcontractors.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes of proposed **specific** project management team to be assigned to the Lee County contract.
**Resumes are not included within page restrictions, but should be limited to one (1) page per person. **
- Provide a description of your ability to deploy, as needed, special teams to assist the County in crisis situations (e.g., disaster recovery, EOC activation, ransomware breakout, etc.).
- Describe your ability to allocate and provide dedicated onsite support at County locations.
- Describe the location within the United States that your staff providing services to the County will be based.
- Describe any anticipated locations for data stored or maintained on behalf of the County not residing at County facilities.
- Note that Exhibit 2 contains a future questionnaire form that is NOT required at time of submission. This form will be required for shortlisted proposers only.

TAB 6: Price Scoring: (if applicable) The Proposer with the lowest Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: $(\text{Lowest Price Proposal} / \text{Proposer's Price Proposal}) \times \text{Maximum points}$. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$150,000.00 / \$160,000.00 = .9375 \times 25 = 23.44$ points.

The above Price Scoring formula will be applied against the total five (5) year cost of service which includes any one-time (non- recurring) cost plus the annual (recurring) costs.

TAB 7: Litigation and Dispute.

- Has your organization ever failed to complete any work awarded to it? If so, please provide details regarding that event.
- Are there any judgments, claims, arbitrations, proceedings or lawsuits pending or outstanding against your organization or its officers? If so, please provide a description of the same on the alleged negligence or breach of contract disclosure form.

- Has your organization ever been refused registration by any federal, state or municipal agency on any contract? If so, please provide the details.

TAB 8: Proposed Subconsultants and Subcontractors.

- Identify any subconsultants or subcontractors you contemplate using in connection with this Project. A narrative of the use of Non-Service Provider resources shall be provided in this tab, along with the appropriate identification by Service Tower in the response forms provided.
- Describe the insurances maintained by the subconsultant or subcontractor, the subconsultant or subcontractor's proximity to Lee County, and projects similar to the present Project on which the subcontractor or subconsultant has performed services in the past.

TAB 9: Insurance Information.

- Provide the following insurance information:
 - The names of all insurance carriers.
 - The types of insurance coverage provided by each carrier.
 - The limits associated with coverages maintained by your organization.
 - Any special endorsements maintained by your organization which would be particularly relevant to the scope of services contemplated in this Request for Proposal.
 - The policy periods associated with insurances maintained by your organization.
 - The rating assigned to each carrier by A.M. Best TK Rating Service.

TAB 10: Additional Information.

- Provide any additional information which you believe would assist the County in evaluating your proposal. You should limit the information provided under this category to 25 pages or less.

TAB 11: Required Forms

- Completion of forms one through nine.
- Note that a proposer's submittal is considered non-responsive if all forms are not completed.
- It is the proposer's sole responsibility to obtain all forms, exhibits and other materials related to this RFP prior to submission.
- Note that Exhibit 2 contains a future questionnaire form that is NOT required at time of submission. This form will be required for shortlisted proposers only.

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 2) AND PERSONNEL (TAB 5 & TAB 8)	20
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	20
3	PLAN OF APPROACH (TAB 4) AND COMPLIANCE WITH SERVICE TOWER REQUIREMENTS (Roles & Responsibilities for each service tower)	50
5	PRICE SCORING (TAB 6)	10
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, May 11, 2018	N/A
Pre-Proposal Meeting	Wednesday, May 30, 2018	11:00 AM
Proposal Question Deadline	Tuesday, June 5, 2018	Prior to 5:00 PM
Submission Deadline	Tuesday, June 12, 2018	Prior to 2:30 PM
First Committee Meeting Short list discussion	Friday, June 29, 2018	1:00 PM
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	Friday, July 20, 2018	8:00 AM
Commission Meeting	TBD	
<p>Additional notes on Submission Schedule:</p> <p>Meeting Locations: 1500 Monroe Street, Fort Myers FL 33901 TBD: To be determined</p> <p>NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.leegov.com/procurement (Projects, Award Pending).</p>		

End of Section

REQUIRED FORMS

REQUEST FOR PROPOSAL (NON-CCNA)

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

WITH THE EXCEPTION OF THE REQUESTED FORMS, ALL OTHER MATERIALS INCLUDED IN YOUR RESPONSE SHOULD BE LIMITED TO A MAXIMUM OF 100 PAGES.

<u>Submittal #</u>	<u>Title/Description</u>
1	<p><i>Form 1 - Solicitation Response Form (See Exhibit 1a) – not included in max. 100 page limit.</i></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.</p> <p>Verify that all addenda and tax identification number have been provided.</p>
1a	<p><i>Forms 1.a (See Exhibit 1a) – not included in max. 100 page limit.</i></p> <p>Form 1.a Proposal Form</p>
1b	<p><i>Business Relationship Disclosure Requirement (if Applicable) (See Exhibit 1a) – not included in max. 100 page limit.</i></p> <p>Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable request form</u> “<u>INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS</u>” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and <u>returned with solicitation response</u>. It is the proposer’s responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.</p> <p>NOTICE: UNDER THE PROVISIONS OF FL § #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.</p>
2	<p><i>Affidavit Certification Immigration Laws (See Exhibit 1a) – not included in max. 100 page limit.</i></p> <p>Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.</p>
3	<p><i>Reference Survey (See Exhibit 1a) – not included in max. 100 page limit.</i></p> <p>Provide this form to reference respondents. This form <u>will be turned in with the proposal</u> package.</p> <ol style="list-style-type: none"> Section 1: Bidder/Proposer to complete with <u>reference respondent’s</u> information prior to providing to them for their response. (This is not the Bidder/Proposer’s information.) Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response. The <u>reference respondent</u> should complete “Section 3.”

4. **Section 4:** The reference respondent to print and sign name
5. **Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form (See Exhibit 1a, Form 4) – not included in max. 100 page limit.*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business (See Exhibit 1a, Form 5) – not included in max. 100 page limit.*

Certifies proposer’s location information.

6 *Sub-Contractor List (if applicable) (See Exhibit 1a, Form 6) – not included in max. 100 page limit.*

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 *Public Entity Crimes Form (See Exhibit 1a, Form 7) – not included in max. 100 page limit.*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 *Bid Bond (See Exhibit 1b, Form 8) – not included in max. 100 page limit.*

Provide a Bid Bond, from a Surety Company, on the form provided herein.

9 *Include any licenses or certifications requested (if applicable) – not included in max. 100 page limit.*

10 *Please include the following (See Exhibit 1b, Submittal Checklist) – subject to 100 page limit requirement*

- ✓ Cover Letter & Introduction
- ✓ Legal Entity and Company Information
- ✓ Qualifications of Company
- ✓ Company Relevant Experience & References
- ✓ Plan of Approach
- ✓ Personnel
- ✓ Litigation and Dispute
- ✓ Proposed Subconsultants and Subcontractors
- ✓ Insurance Information

- 11 *Required forms – not included in max. 100 page limit.*
- ✓ Cost Proposal (Pricing forms) – (See Exhibit 1b)
 - ✓ Exceptions and Deviations – (See Exhibit 1b)
 - ✓ Staffing Plan – (See Exhibit 3)
 - ✓ Service Levels (R&R and SLA Matrices), for each Tower / subtower (Exhibit 5 – 11)
- 12 *"Other Required Forms and Attachments - subject to 100 page limit requirement*
- NOTE: Throughout the RFP, if other documentation such as Financial Statements, etc. are requested. Bidder should include these items in additional Attachments with separate tabs for each in this section"
- 13 *Others – Specify - subject to 100 page limit requirement*
- 14 *Proposal Label (See Exhibit 1a) – not included in max. 100 page limit.*
- Self explanatory. Please affix to the outside of the sealed submission documents. The mailing envelope MUST be sealed and marked with:
- ✓ Solicitation Number
 - ✓ Opening Date and/or Receiving Date
 - ✓ Mailing Address:
Lee County Procurement Management Division
1500 Monroe Street, 4th Floor Fort Myers, FL 33901

It is the Proposer's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)