

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

Request for Proposal (RFP) NON-CCNA

Solicitation No.: RFP170319LKD
Solicitation Name: Consultant Services: Telephone System Upgrade
Open Date/Time: 7/20/2017 Time: 2:30 PM
Location: Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Procurement Contact: Lori DeLoach, CPPB Title Procurement Analyst
Phone: (239) 533-8881 Email: [LDeLoach @leegov.com](mailto:LDeLoach@leegov.com)
Requesting Dept. Technology Services

Pre-Solicitation Meeting:
Type: No meeting scheduled at this time
Date/Time: n/a
Location: n/a

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

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed

Notice to Contractor / Vendor / Proposer(s)
RFP#170319LKD Consultant Services: Telephone System Upgrade

REQUEST FOR PROPOSAL (RFP)

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

Consultant Services: Telephone System Upgrade

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, Fort Myers, 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 Thursday, July 20, 2017

to the office of the **Procurement Management Director, 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 bidders 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.

There will be no Pre-proposal Conference for this RFP

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Lori DeLoach, CPPB LDeLoach@LeeGov.com

Sincerely,



Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions

Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** 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. **Approved Alternate:** 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).
- 1.3. **Bid/Proposal Package:** 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.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **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.
- 1.7. **Liquidated Damages:** 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.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** 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.
- 1.10. **Responsive:** 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.
- 1.11. **Solicitation:** 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.

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. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. 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 calendar 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 bidders, 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. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. 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. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.
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.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

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 made **in writing, submitted at least eight (8) calendar days prior to the date when the proposal is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.lee.gov/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 as defined in accordance with Section 287.087, FL § .

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.leegov.com/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 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 local proposer shall be deemed the highest ranked proposer over a non-local proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.

25.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the proposer having a drug-free work place program, in accordance with Section 287.087, FL §, shall be deemed the first ranked proposer.

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:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 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. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 30.5. **Records:**
 - 30.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
 - 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 30.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
 - 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
 - 30.5.3. 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>.**
 - 30.5.4. Ownership: 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.
- 30.6. **Termination:**

- 30.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D", "AC-4-1.pdf".)
- 30.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 calendar days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 30.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
 - 30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

- 31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

32. LEE COUNTY PAYMENT PROCEDURES

- 32.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. 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.
- 32.4. 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.

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

- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

34. DEBRIS DISPOSAL (if applicable)

- 34.1. 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.

35. SHIPPING (if applicable)

- 35.1. 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.

35.2. 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.

36. INSURANCE (AS APPLICABLE)

36.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

End of Terms and Conditions Section

1. **Insurance Guide:**



**Major Insurance Requirements
with Professional Liability**

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit of bodily injury and property damage

*The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.*

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide section

SPECIAL CONDITIONS

These conditions are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. The awarded consultant of this contract will be ineligible to be a part of or make a submission for the bid or proposal being prepared under this solicitation.

2. **TERM**
From Notice to Proceed or Purchase Order date, whichever applies: **335** calendar days to substantial completion, **30** calendar days to final completion (total calendar calendar days **365**.)

End of Special Conditions

LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP170319LKD
Consultant Services: Telephone System Upgrade

1. GENERAL SCOPE OF PROJECT

- a. Lee County is seeking a Consultant to evaluate and develop a scope of work for the procurement, selection and installation of a countywide telephone system upgrade or replacement solution.

2. BACKGROUND

- a. Lee County conducted business needs/requirements survey the fourth quarter of 2016. The data was collected across the County business areas (all governmental entities that use the system, with a sampling of BoCC departments and non-BoCC users) by the existing County telephony team. This information will provide for follow-up discussion/clarification/analysis as required. The Consultant will develop a Scope of Work to include technical specifications, bid form and all required components to procure and to be accountable for the project management and initiate the implementation phase of the countywide telephone system upgrade or replacement solution.
- i. The business requirements survey data and site survey data will be provided to the awarded vendor as a base from which to build the project plan.
 1. An example of the information that will be provided includes, but not limited to, the following information.
 - a. Business Requirements Survey Data attached is an example of the information that will be available to the awarded vendor.
 - b. Lee County's current Telephone system environment:
 - i. 6700 ports mixed Digital, Analog and IP Telephones
 - ii. PRI's (Primary Rate Interface), T1's, DSL, Copper lines, faxes, modems
 - iii. Call centers with 600 users, 6700 port voicemail system, IVR (Interactive Voice Response) system, MOH (Music on Hold) system
 - iv. 80 Avaya / Nortel PBX locations with centralized 5-digit dialing
 - v. 2 Cisco systems
 - vi. 30 Nortel remote key systems
 - vii. 534 site locations across Lee County

3. PROJECT OBJECTIVE

- a. The Consultant will meet with the County, to include, but not limited to Technology Services, the primary department for this project, County Administration, and other user departments as required for reporting milestones and deliverables on an as-needed basis.
- b. The intent is to contract with a consultant to begin evaluation and development of a Scope of Work for the telephone system upgrade or replacement solution as soon as possible.
- c. The completion of this work will provide the County with an experienced consultant that will help validate Lee County's business needs and guide Lee County through the process to provide a telephone system that will meet Lee County's current and future business needs.
- d. Explain how your company will provide timely on-site service. Consideration will be given to proposals with greater amounts of on-site presence.
- e. The awarded consultant will work with the Lee County Technology Services department throughout the process and will obtain approval from the Lee County Technology Services Department for all technical related milestones.
- f. The consultant will achieve the following outcomes:
 - i. Understand and validate telephony business requirements
 - ii. Understand existing telephony solution
 - iii. Infrastructure, Hardware and Software needs assessment.
 - iv. Weekly and Monthly progress updates and/or meetings including on site meetings as required.
 - v. Develop a Scope of Work meeting Lee County Procurement Guidelines that will be

- integrated into Lee County Procurements RFP process.
- vi. Review and provide a report of all solicitations submitted.
- vii. Schedule(s)
- viii. Testing and Implementation plan
- ix. Provide recommendations for Software and Hardware Maintenance, Warranties and all necessary documentation to Technology Services
- g. **STUDY:** and evaluate the County's current telephone environment (infrastructure, hardware, software, configuration, interfaces, etc.) assisted by the County's current telephony team.
 - i. Validate business needs/requirements using the existing needs/requirements survey data collected by the County's current telephony team. Provide for follow-up discussions with stakeholders as required.
 - ii. Coordinate/facilitate meetings with participating vendors, internal stakeholders, senior management, department heads and Technology Services Department to validate business needs and define scope of work.
- h. **SOLICITATION:** Develop the complete scope of work; including technical specifications, bid form and all required components for procurement and implementation, of a properly functioning telephone system upgrade or replacement that will meet the County's current and future business needs.
 - i. The awarded consultant will provide, for the evaluation committee, an in-depth assessment of proposer submissions to ensure the project specifics and technical requirements have been met. To include pro's and con's associated with each proposed solution and gap analysis vs. business requirements.
 - ii. The awarded consultant will be responsible to communicate with the awarded installation/upgrade vendor(s) and operate as a liaison between the awarded vendor and Lee County Technology Services Department to ensure milestones and deliverables are met and achieve the required results.
 - iii. The awarded consultant will also provide progress meetings with the vendor and the Lee County Technology Services department to ensure that all project objectives, milestones, and deliverables are provided as specified.
 - iv. The awarded consultant will proactively identify areas of risk, risk mitigations, issue management, dependency management, task deviation, using Project Management disciplines consistent with those utilized by Lee County.
- i. **INSTALL:** The awarded consultant will provide a plan for the initiation and installation phase of the telephone system upgrade/replacement project allowing for 60 calendar days transition to the existing County telephony team.
 - i. During which conduct test(s), to ensure proper performance of the new system upgrade or replacement solution.
 - ii. Provide proper hand-off to the County's telephony support team.
 - 1. Provide proper hand-off materials of finished project must be acceptable to the County and meet the County's needs to continue and complete remaining installation, test, cut-over. Materials include but are not limited to, up-to-date detailed project plan including schedules and resources, all contacts (vendor, county, constitutional, etc.), communications plan, product information, warrantee, as-built documentation, and cross-over training, sufficient to allow the existing County telephony team to continue and complete remaining installation, test, cut-over.
- j. **IMPLEMENTATION:** The awarded consultant will ensure that all requirements for the RFP are met and present data to support.

4. PAYMENT AND PERFORMANCE MILESTONES

- a. Upon completion of each of the following tasks, in the time allocated, application for payment may be made for that item #. Payment applications should not be more frequent than once per month. (TBD shall mean “to be determined” with input from awarded proposer) Timeline may not exceed time specified for this project.
- b. Study: (Draft), TBD calendar days, 40% of line item #1
 - i. Study Draft stage shall mean the initial study has been completed and initial report has been presented to the County.
 - ii. Study (Final), TBD calendar days, 60% of line item #1
 - 1. Study Final stage shall mean the study has been reviewed, any requested updates made, and accepted by the County.
- c. Solicitation: (Draft), TBD calendar days, 40% of line item #2
 - i. Solicitation Draft stage shall mean completion of the scope of work/detailed specifications, plans and necessary documentation in the required solicitation format has been provided and accepted by the County.
 - ii. Solicitation (Final: vendor has been awarded)), TBD calendar days, 60% of line item #2
 - 1. Solicitation Final stage shall mean upon the completion of the award and negotiated contract with installation vendor.
- d. Installation: TBD calendar days, 40% of line item #3
 - i. Install stage shall mean upon the successful completion of the equipment (hardware, software, etc.)
- e. Implementation: TBD calendar days, 60% of line item #3
 - 1. Implementation stage shall mean upon the successful completion and acceptance of the project.

End of Detailed Specifications Section

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS

- 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 single sided pages only with minimum font size of 10 points. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. 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. 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 copy (clearly marked as such) and six (6) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel 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.

2. RELATED PROJECT EXPERIENCE

- 2.1. The consultant should have prior experience with large project technology solicitation preparation.
- 2.2. Relevant Projects/References: Provide (**prefer a minimum of 3**), **similar projects within the last 5 years**. Similar projects would mean projects that include specifications identified below: **Provide a client completed Form 3 reference response for each of the referenced projects.**
 - 2.2.1. 6700 ports mixed Digital, Analog and IP Telephones (prefer >= 5,000) or experience with a mixed telephony environment with previous clients with similar number of ports or lines
 - 2.2.2. PRI's (Primary Rate Interface), T1's, DSL, Copper lines, faxes, modems
 - 2.2.3. Call centers with 600 users, 6700 port voicemail system, IVR (Interactive Voice Response) system, MOH (Music on Hold) system or experience with a combination of call centers, voicemail systems, IVR systems, and MOH (Music on Hold) systems of similar size.
 - 2.2.4. 80 Avaya / Nortel PBX locations with centralized 5-digit dialing or experience with an telephony environment with a similar centralized dialing environment
 - 2.2.5. Upgrade or conversion from a mixed system environment is a plus (for example: 2 Cisco systems and a Avaya / Nortel system)
 - 2.2.6. 30 Nortel remote key systems or similar systems
 - 2.2.7. Experience installing Digital, Analog, or IP phone systems to demonstrate the correct comparison experience.
 - 2.2.7.1. For each project include: (Complete Form 1c Requirements Table)
 - 2.2.7.1.1. Project/Owner Name
 - 2.2.7.1.2. Project Address
 - 2.2.7.1.3. Project Contact Name
 - 2.2.7.1.4. Project Contact Email
 - 2.2.7.1.5. Project Contact Telephone Number
 - 2.2.7.1.6. Initial and final project costs
 - 2.2.7.1.7. Planned schedule vs. actual schedule
 - 2.2.7.1.8. Project detail (ports, data type)
 - 2.2.7.1.9. Summary of the project scope

3. MINIMUM REQUIREMENTS

3.1. The consultant must not be affiliated with any Telephone system vendor or manufacturer.

4. EVALUATION CRITERIA & SUBMISSION FORMAT

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: 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. Include office location that will be responsible for this project as on-site presence will be required, as needed.

TAB 2: Company Relevant Experience & Reference

- Provide a statement of understanding that your Company recognizes the County reserves the right to evaluate the proposing Company on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.
- Provide (**prefer a minimum of 3**), **similar projects within the last 5 years**. See section 2 above for additional details. (**Summarize on Form 1c Requirements Table**)
- Insert "Form 3 Reference Response" (completed by reference respondents) and "Form 1c Minimum Requirements Table" and any additional Service/Reference related information. Include project information which best illustrate the experience of the Proposer and current staff to be assigned to work on this project as described in "Company Relevant Experience & Reference" section

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation. Include Project Approach, Project On-site Management, Valued Engineering Approach, and Quality Control Approach.

TAB 4: 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.
- Firm must, at a minimum, identify staff member(s) that will serve as
 - Project Director: Senior management member that is ultimately responsible for final decision making, resolution that will be available to the County during the project.
 - Project Manager: 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 firms 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.*

TAB 5: Price Scoring: (if applicable)

- The Proposer with the lowest Price Proposal (Grand Total of all items) will be awarded the maximum score of listed in the scoring criteria section.
- All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x 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: $\$ 150,000.00 / \$160,000.00 = .9375$

TAB 6: Required Forms

- Forms 1- 7 Forms, www.Sunbiz.org print-out, etc. (Tab 6 information not part of page count.)

1. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM (TAB 1)	25
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	5
3	FIRM PLAN OF APPROACH (TAB 3)	30
4	PERSONNEL (TAB 4)	20
5	Price	20
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.		

5. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, June 2, 2017	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Thursday, July 20, 2017	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, August 10, 2017	1:30 PM *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	**Thursday, August 24, 2017	1:30 PM *
Commission Meeting	TBD	
Additional notes on Submission Schedule: *Meeting Locations: *1500 Monroe Street, 4 th Floor, Fort Myers FL 33901 **Meeting to be conducted only if evaluation committee requires presentation/interview meeting(s) from shortlisted vendors. TBD: To be determined NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.lee.gov/procurement (Projects, Award Pending).		

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.

Form # **Title/Description**

1 ***Solicitation Response Form***

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. Verify that all addenda and tax identification number have been provided.

1a ***Proposal Form***

This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested by the County

1b ***Business Relationship Disclosure Requirement (if applicable)***

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 **disclosure is applicable request form** “*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and **returned with solicitation response**. **It is the proposer’s responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.** 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.

1c ***Minimum Requirements Table (RFP)***

Provide relevant project information.

2 ***Affidavit Certification Immigration Laws***

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3 ***Reference Survey***

Provide this form to a minimum of three references. This form will be turned in with the proposal package. **Provide a client completed Form 3 reference response for each of the projects referenced on form 1c.**

1. **Section 1:** Bidder/Proposer to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the Bidder/Proposer’s information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete “**Section 3.**”

4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

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*

Certifies proposer’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 *Sub-Contractor List* (if applicable)

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 (Required form)*

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 *Trench Safety (Required for Construction Projects Only)*

Self explanatory. REMOVED: NOT APPLICABLE TO THIS SOLICITATION

9 *Bid Bond* (if applicable)

Self explanatory REMOVED: NOT APPLICABLE TO THIS SOLICITATION

Proposal Label (Required)

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

Include any licenses or certifications requested (if applicable)

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.)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 7/20/2017

SOLICITATION IDENTIFICATION: RFP170319LKD

SOLICITATION NAME: Consultant Services: Telephone System Upgrade

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

[] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 Collusion Statement: Lee County, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification:

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: 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. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) **Business Relationship NOT Applicable**

4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. Yes No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

Authorized Representative Name (printed or typed)

Authorized Representative’s Title (printed or typed)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Authorized Representative’s Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
FEI/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999
Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed: 12/14/2006
Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P
President, First
555 AVENUE
Anytown, USA99999

The corporate authorized representative executing the documents must be authorized by member shown in this section of the sunbiz.org printout)

Title V
President, Second
555 AVENUE
Anytown, USA99999

Sample Only



Lee County Procurement Management
PROPOSAL FORM

Company Name: _____

Solicitation # RFP170319LKD **Solicitation Name** Consultant Services: Telephone System Upgrade

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

Term

From Notice to Proceed or Purchase Order date, whichever applies: 335 calendar days to substantial completion, 30 calendar days to final completion (total calendar days 365.)

4.1 Study: (Draft), TBD calendar days, 40% of line item #1

4.1.1 Study Draft stage shall mean the initial study has been completed and initial report has been presented to the County.

4.1.2 Study (Final), TBD calendar days, 60% of line item #1

4.1.2.1 Study Final stage shall mean the study has been reviewed, any requested updates made, and accepted by the County.

4.2 Solicitation: (Draft), TBD calendar days, 40% of line item #2

4.2.1 Solicitation Draft stage shall mean completion of the scope of work/detailed specifications, plans and necessary documentation in the required solicitation format has been provided and accepted by the County.

4.2.2 Solicitation (Final: vendor has been awarded)), TBD calendar days, 60% of line item #2

4.2.2.1 Solicitation Final stage shall mean upon the completion of the award and negotiated contract with installation vendor.

4.3 Installation: TBD calendar days, 40% of line item #3

4.3.1 Install stage shall mean upon the successful completion of the equipment (hardware, software, etc.)

4.4 Implementation: TBD calendar days, 60% of line item #3

4.4.1 Implementation stage shall mean upon the successful completion and acceptance of the project

Please include this page with your submission package.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>		<i>Total Cost</i>
1	Study/Evaluation	Lump Sum	\$	
2	Solicitation	Lump Sum	\$	
3	Install/Implementation	Lump Sum	\$	
Alternate:				
4	Hourly Rate for Additional Services	Hourly	\$	
Grand Total (line items 1-4)			\$	

Amount Written _____

Proposer Name:

Relevant Projects: Provide (prefer minimum of 3), similar projects within the last 5 years. Provide a client completed Form 3 reference response for each of the projects referenced.

Project/Owner Name: _____
Project Address: _____
Project Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: Initial \$ _____
Final \$ _____
Project Schedule: Planned _____ (calendar days)
Actual _____ (calendar days)
Project detail .
(ports, data type): _____

Summary of Project Scope:

Project/Owner Name: _____
Project Address: _____
Project Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: Initial \$ _____
Final \$ _____
Project Schedule: Planned _____ (calendar days)
Actual _____ (calendar days)
Project detail .
(ports, data type): _____

Summary of Project Scope:

Project/Owner Name: _____
Project Address: _____
Project Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: Initial \$ _____
Final \$ _____
Project Schedule: Planned _____ (calendar days)
Actual _____ (calendar days)
Project detail .
(ports, data type): _____

Summary of Project Scope:

Proposer Name: _____

Project/Owner Name: _____

Project Address: _____

Project Representative: _____

Representative

Telephone: _____

Representative E-Mail: _____

Project Cost: **Initial** \$ _____

Final \$ _____

Project Schedule: **Planned** _____ (calendar days)

Actual _____ (calendar days)

Project detail

(ports, data type): . _____

Summary of Project Scope:

Project/Owner Name: _____

Project Address: _____

Project Representative: _____

Representative

Telephone: _____

Representative E-Mail: _____

Project Cost: **Initial** \$ _____

Final \$ _____

Project Schedule: **Planned** _____ (calendar days)

Actual _____ (calendar days)

Project detail

(ports, data type): . _____

Summary of Project Scope:

Project Team:

	Name	Years Experience
Project Director		
Project Manager		
Project Director (Management)		



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP170319LKD** SOLICITATION NAME: **Consultant Services: Telephone System Upgrade**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

REFERENCE SURVEY



Solicitation # RFP170319LKD

Consultant Services: Telephone System Upgrade

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	
COMPANY:	_____	Due Date:	
PHONE #:	_____	Total # Pages: 1	
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this 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.



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Lee County Ordinance No. 08-26)
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒
Authorized Signature _____

_____ Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:
State of _____
County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20 _____ who has produced

_____ as identification (or personally known)
Type of ID and number

⇒
Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years
_____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No



SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	RFP170319LKD
SOLICITATION TITLE:	Consultant Services: Telephone System Upgrade
DATE DUE:	Thursday, July 20, 2017
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY

Phone Upgrade Survey Results

Summary by question:

1. How would you best describe your department's use of the phone system?

Critical for business operations, incoming and outgoing calls, conference calls, voicemail, call forwarding, route calls, call center, switchboard.

2. What do you feel are the most significant problems with the current phone system, or the things you don't like?

Length of automated prompts are slow

Need more call center 'seats'

Conference calls for more than 3 parties

Incoming call caller ID doesn't work as expected when on call

Phone interface complicated

No intercom system

No easy call stats reporting

Complicated automation equates to the County IVR not being updated frequently

Voicemail boxes are full or not configured so no transfers allowed to those extensions

Have to go through ITG for reports and changes

Hold music not updated from holidays

Sound quality has decreased with VOIP

Phone interface is not intuitive

Not enough lines

Difficult to customize

Switchboard limited, can't see last incoming call and system goes to a 'not ready' mode

3. What features or functions would you like to see the phone system have that it does not have today (voicemail to email, click to dial, Wi-Fi phones) and why?

Voicemail to email

More information on display screen

Emergency notifications

Fax to email and email to Fax

Conference Bridge
Camp calls on another line
Wifi Phones
Customize reports
SMS
Manage settings without going through ITG
Find me, follow me
Click to call

4. Which growth or reduction plans do you have in place or foresee that might affect the sizing of your current phone needs?

Work from home
Most departments are not anticipating significant growth
Call center customers signal some growth to be expected
Some growth within next 5 years for a few departments

5. Do you know the volume of your inbound calls per week? If yes, please give an estimate.

Numbers vary significantly. See if Telecom can run some reports for accurate numbers per department.

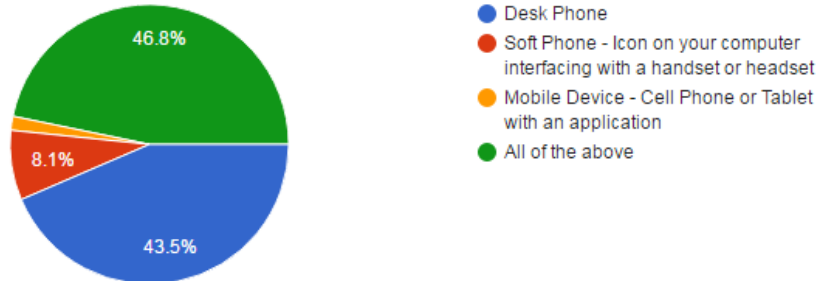
6. What are the top ten questions you are asked by your inbound callers?

See individual reports. Each Department has unique questions asked by inbound callers. We can poll those users to see if using an IVR to address those frequent questions would be of interest.

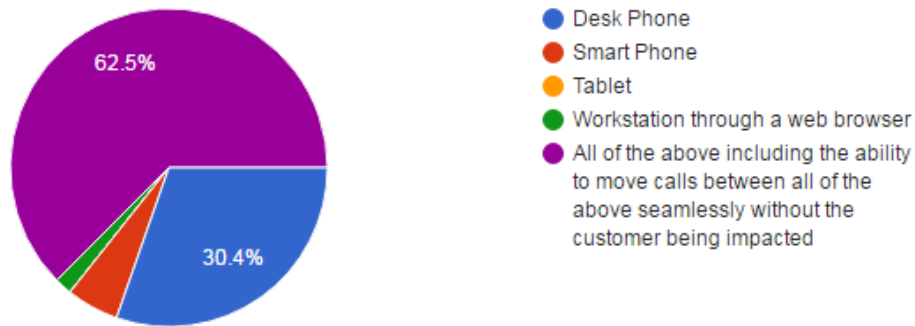
7. Do you know the volume of outbound calls per week? If yes, please give an estimate.

Numbers vary significantly. See if Telecom can run some reports for accurate numbers per department.

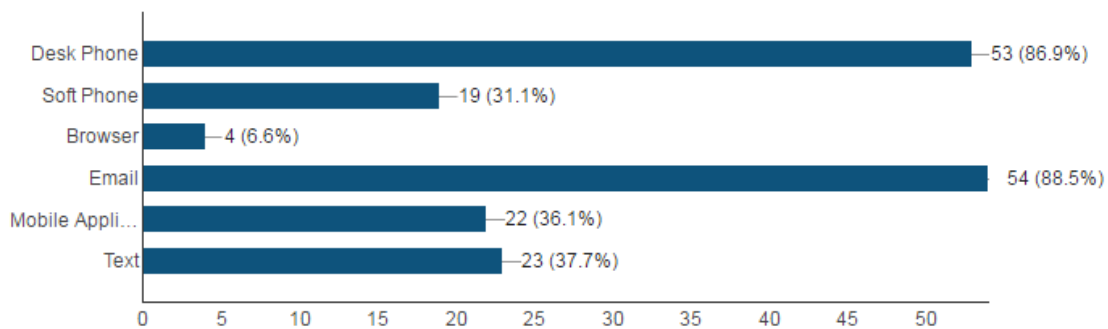
8. For General Telephony, how would you like to receive your service?



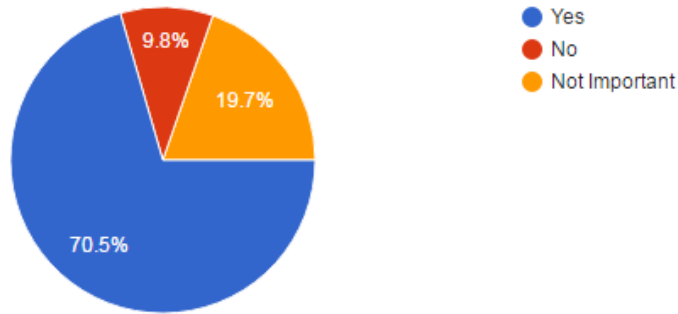
9. Would you like the ability to communicate with multiple Devices?



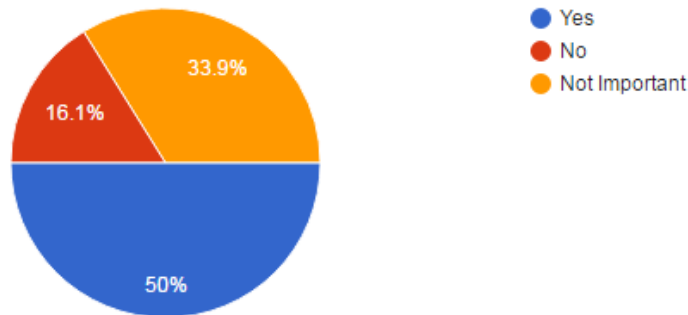
10. For Voicemail what method(s) would you like to receive this service? (you can select more than one)



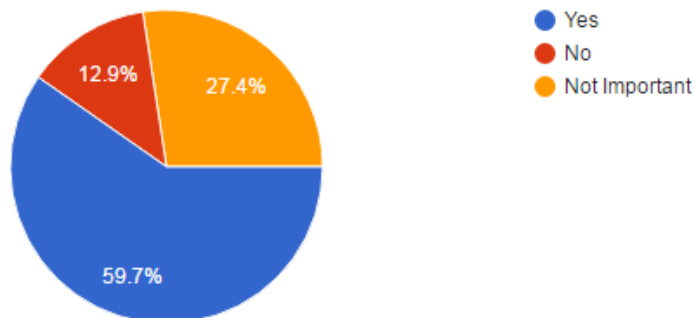
11. For Voicemail would you like the ability to have your voice messages transcribed to email, providing the ability to view a voicemail's contents without logging into a mailbox?



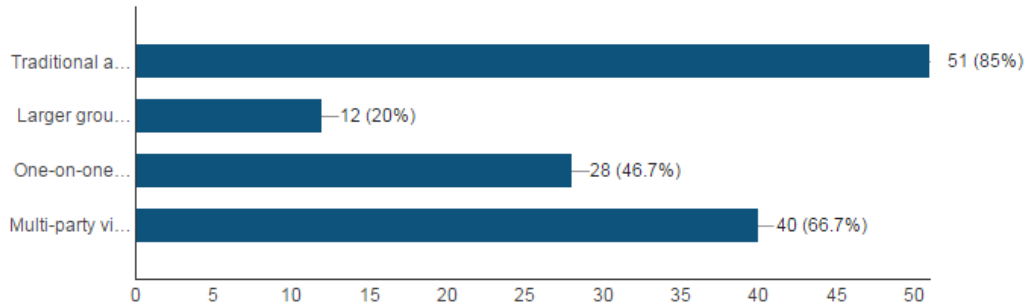
12. Is Presence important to your Business? Presence is the ability to determine the availability of an employee before you make a call.



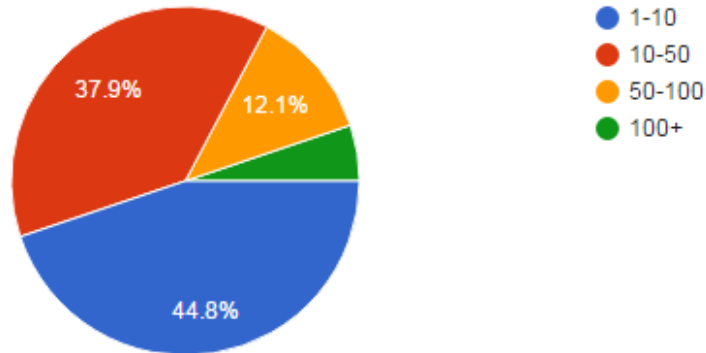
13. Would you like the ability to have video conferencing between employees and tie into larger group meetings using a phone, smart phone, tablet (Apple or Android) or web browser?



14. Which type of audio/video conference calls might you use? (you can select more than one)



15. Fax and Auxiliary lines - Lee County is also looking to update the fax and auxiliary use analog lines with this project. Faxing can now be sent directly to a computer or other drive and viewed or printed as necessary. How many users in your department will you want to use this feature?



Rank Features

Top Required Features

Auto attendant – IVR Function

Call Transfer

Call Forwarding

Call Logging

Speakerphone Quality

Voicemail

<p>#1 (23%) Auto attendant – IVR function to transfer calls (18%) Call Transfer (16.4%) Call Forwarding</p>	<p>#3 (16.4%) Conference Call (14.8%) Call Transfer (11.5%) Call Forwarding</p>
<p>#2 (16.7%) Call Transfer (13.3%) Conference Calls (10%) Call Logging (10%) Call Forwarding</p>	<p>#4 (13.3%) Speakerphone quality (10%) Conference Call (8.3%) Voicemail</p>
	<p>#5 (8.3%) Follow Me (8.3%) Voicemail (6.7%) Call Transfer (5%) Conference Call</p>

Hardware

16. Which features of your current phone sets are most used? (call forwarding, mute, etc.)

- Transfer
- Mute
- Call Forward
- Conference
- Headsets
- Hold
- Speaker
- Caller ID
- Call Waiting
- Speed Dial
- IVR
- Paging
- Parking
- Open Security Gates
- Recording
- Volume Control
- 5 digit Dialing
- Redial

17. What features would you like to see available from the desk sets? (transferable to wireless device, etc.)

- Wireless
- Transfer
- Mute
- User friendly
- Call back
- Voicemail
- Directory
- Call log
- Conference
- Transfer to wireless via company directory
- Call from call history
- Multi desk ringing

Call logging/metrics/data mining
Find me/ Follow me

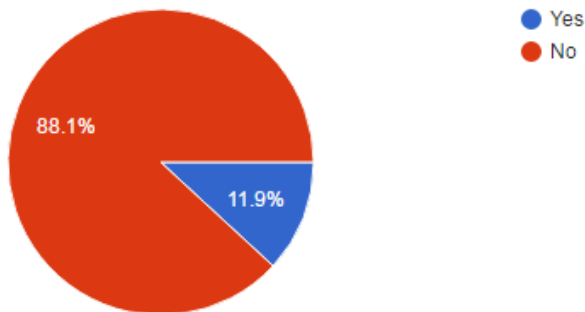
18. Are there any new features you would like to see available from auxiliary equipment? (blue tooth headsets, paging, etc.)

Bluetooth headsets
Extendable modules, dual headset
Paging
Clear speakers

19. Are there any features from the PC side of the system that you would like to have available? (soft phones - phone on PC, call center tracking, call reporting, etc.)?

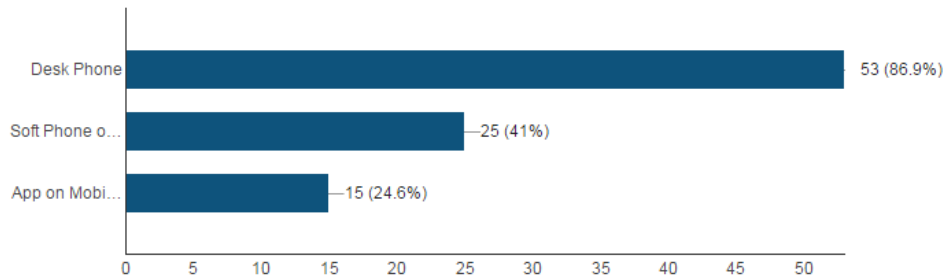
Soft phones
Call center tracking
Call reporting
auto dialing from Outlook
See incoming call on PC
Contact center manager
Skype call bridge for presenting meetings
SMS
Better Que monitoring
Video conferencing

20. Would you support having your mobile phone replace your desktop phone for all of your telephone needs?

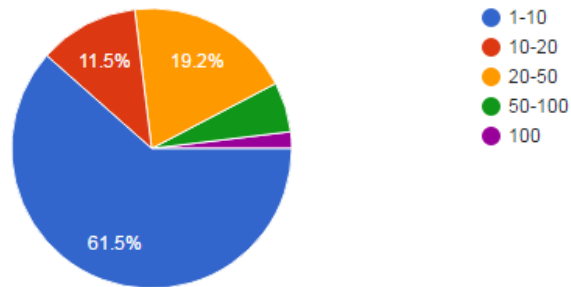


Physical vs Soft Phone

21. Do you prefer an actual telephone set on your Employee Desk or a “soft phone” client on the Employee Desktop of either the PC or Laptop, OR an app on your Cellphone or Tablet? (Please check all that apply.)

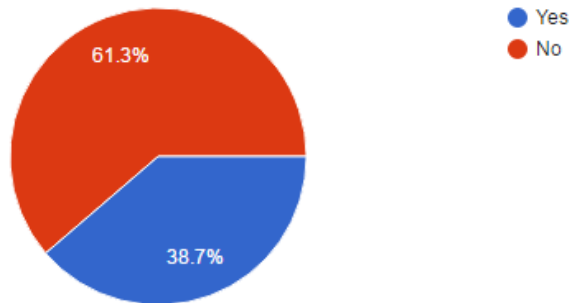


22. Which percentage of soft phones do you think will be used as an option?

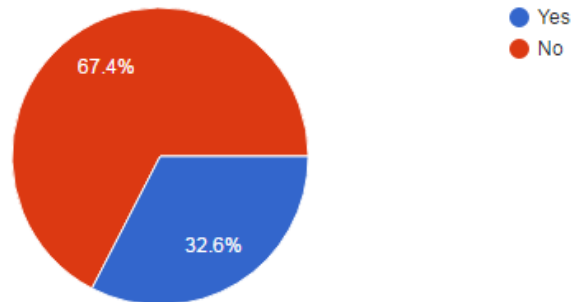


Call Center/Contact Center

23. Does your Agency/Organization currently use Contact Center?



24. If you are NOT currently using Call Center in your environment, would you be interested in it in the New Phone System for your Business?

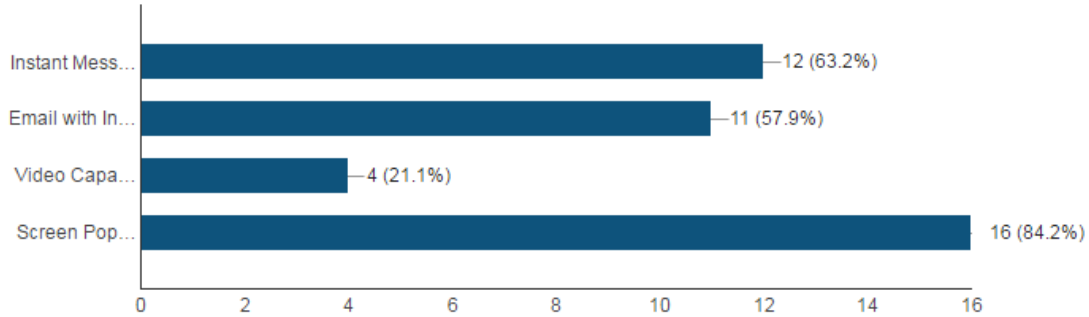


25. If Call Center will be added for your environment, please indicate how many employees would be using the system?

Human Services – 6 Call Center Employees

Utilities Customer Services – 30 Call Center Employees

26. If Call Center will be added for your environment, please indicate which features you would like to include in the New Call Center. (you can select more than one)



27. How many Call Center Agents do you have subscribed?

Supervisor of Elections – 50

Human Services – 6

State Attorney – 3

Utilities – 12

DCD – 30

Tax Collector – 35

Solid Waste – 4

Clerk of Courts: Tech Support – 5

Clerk of Courts Recording – 4

LeeTran – 50

County Lands – 1

State Attorney – 4

Property Appraiser – 71

Administration Office of the Courts – 10

Library - 10

28. What complaints do you have or receive about your call center?

callers that don't want to listen to messages and often begin pressing buttons (usually 0) in hopes of reaching a "live" person

tec's don't answer the phone/ don't hear it

Wait times

The reporting /tracking software is VERY old

From customers - Long wait times and Music to loud or not their style

Dropped calls

Select wrong auto attendant

Reporting is in 15-minute intervals which is not how I want to get my data. I have to do a lot of work to get the data how I want it.

If the holiday messages don't play appropriately, we get complaints re: confusion on library hours

Sound quality

29. What features would you like to have available in your call center (including desk side)?

Caller ID

Real time call tracking

Instant Message

Screen Pop Up on PC

Call recording/monitoring

Shared message boxes

Auto ring back

quality speaker

Voicemail access on mobile/tablets

Book holders

Easy call transfer

Extensive data logging

30. Which features about your current system do you like?

Reporting is stellar - which has helped us match our inbound caller needs to staffing. Prior to January 2016 we had no idea of call volume nor what callers were calling about.

Any agent can pick up the call

Call forwarding

Conference calls
Day/night modes
Customer greeting
Extension dialing
Hold music
Mute
Call Transfer
Overflow handling
Redirect based on language

31. How many additional Call Center Agents will you expect to grow in the next five years?

Supervisor of Elections – 20

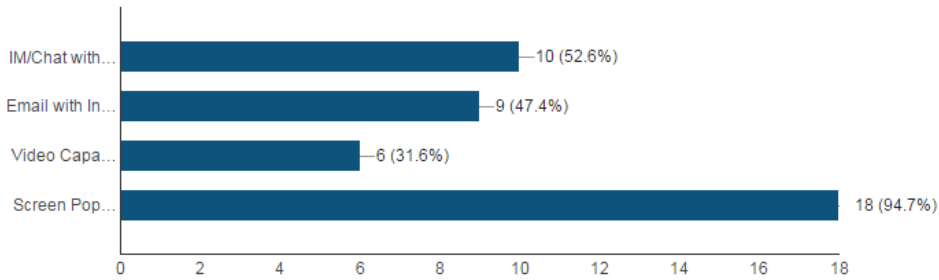
Animal Services – 5

Fleet Management – 2

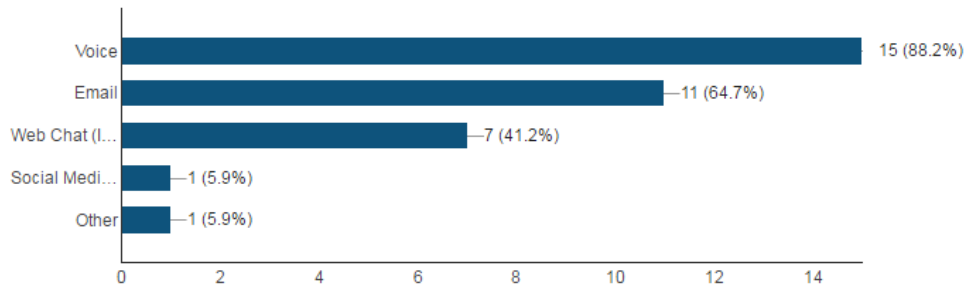
Utilities Customer Services – 4

Clerk of Courts -10

32. Which features would you like to add to your Call Center Environment?
(you can select more than one)

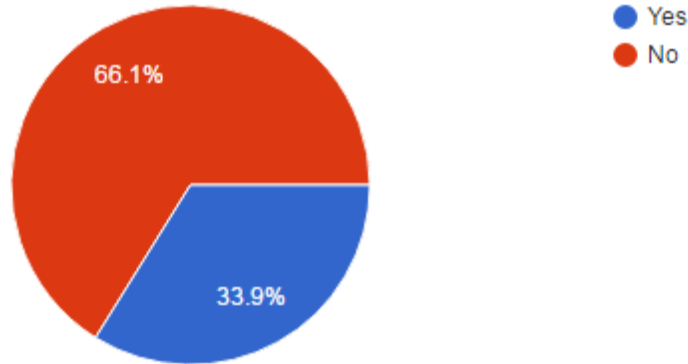


33. For Contact Center, which method of technology would you like to be able to interface with your customers? (you can select more than one)



IVR – Interactive Voice Response

34. Do you currently have an IVR System?



35. What complaints do you have or receive about your IVR?

- Too many choices
- Call don't go anywhere
- Non compatibaility
- Cant get to operator easily
- Navigating the IVR
- Robo voices are not good
- Too many prompts before you can press '0'
- Takes too long to listen to prompts
- Poor reporting
- Calls directed to incorrect users

36. What features would you like to have available in your IVR environment (including desk side)?

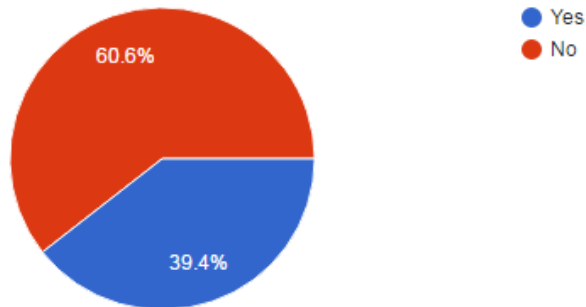
- Screen pop up with call information
- callers get to operator easily
- name attached to program area, representative
- auto payments
- Self help options
- Update IVR and call recordings without going through ITG
- Simplified configuration
- SMS

Auto calls for payment reminders
Que placement
After hours assistance

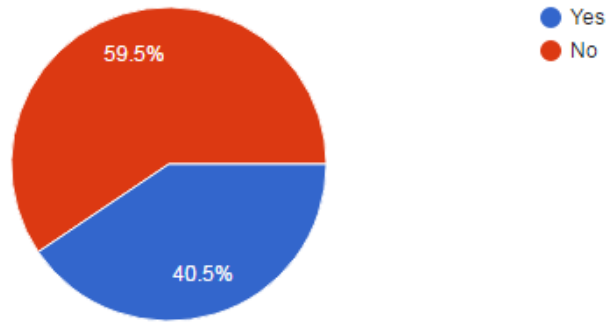
37. Which features about your current system do you like?

See who is on their extensions
Caller ID
Transfer calls
Automation

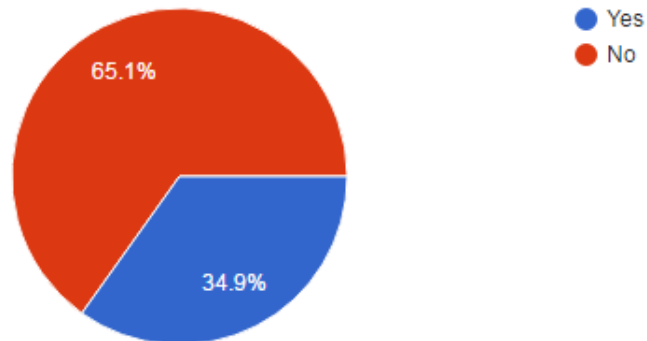
38. Do you have internal departmental applications that your Contact Center/IVR might interface with to improve the customer experience/productivity? This would apply to databases that would interact with an application and desk telephone, providing agent information related to the live call.



39. Do you have Tasks that would benefit from Communication automation? This applies to the ability for a customer to provide information during a call for information from an IVR or self-triage before routing to an agent.



40. Do you need to reach customers with bulk notification? Would your business benefit from this automation?



41. Do you have any additional information you would like to share regarding how you currently use the phone system?

Hearing Examiner - If we had a welcome greeting, we could utilize it to address wrong numbers. We are interested in a panic button/emergency notification system to immediately contact fire services, police, and medical/ambulance services. We must know the cost of each feature before we give final approval.

Administrative Office of the Courts: CJIS - There are currently a number of aging PolyCom video conferencing unit around the county (we have one) and I know that the Public Defender and Court Technology are both actively shopping for alternative vendors and products right now. It is DEFINITELY worth evaluating those needs to determine if the phone system could provide a more integrated video conferencing system at a lower TCO for taxpayers than having piecemeal video conferencing systems scattered throughout the agencies. Otherwise, we just need to be able to make and receive calls and rout calls to 24/7 helpdesk.

Fleet - Heavy volume of calls with scheduling, break downs, etc.

Tax Collector - Concerns with security in regards to network traffic.

Technology Services - Employee Hotline

Tax Collector Call Center - Concerns with security - Network traffic

Library - Re: #9. I don't understand the question. Certainly if I am using a desk phone I want to be able to communicate with other desk phones. I don't currently have a need to communicate with other devices but in light of never-ending technological changes this may change in the future. Re: #15. In telephone reference we frequently fax to other library locations. In those instances, our goal is not to reach a specific individual. Our process is that whoever retrieves the fax manages it. So faxing to a computer would not be a good solution for us. We do however fax FROM our desktops to the various branch fax machines. We would not want to lose that functionality Re: #32. Screen pop sounds interesting assuming but I would not want to add it if it is inconvenient for the patron. Re: Soft phones in general. I don't feel I know enough about these to truly be for or against. These might be fine. One downside I can think of is losing the space on the monitor for this application. Our current services use all/most of the monitor space. Re: IVR section. I put no although its very possible that we do. I am uncertain how to differentiate it from the Contact Center. I can follow-up in email if you would like me to answer this section. Another note: We have a back-up call center option at Lib Administration in case of power outage at the Fort Myers Regional Library. We would need this to be maintained.

Library - Note - In 2013 AD and FM moved to a new phone system (when the new FM library was built) so there are some responses that vary based on library location. Boca Grande is not part of the County phone system. Would like more information about bulk notification. We have a telephone system for our online catalog for both in-bound (described above) and outbound. Not sure it would tie in to new phone system or not. Regarding the ability to fax - we are interested in this, but it needs to be able to work in an environment where the fax needs to go to the first available person at a branch. It can't sit in someone's in-box, only to find out they are off or on the late shift. We have staff that share phones. So we need the ability to have multiple voicemail boxes on the same line. Need more information on soft phones. Not clear on what they are/how they work. Most locations are very interested in paging through the phones.

State Attorney - We use our phones to answer & transfer calls to attorneys, victim advocates, etc. We also use it to connect to a Call Interpreter (Spanish Calls mostly) Center using a 3-way connect system. We also use our phones to Page when necessary. Sometimes to also get a phone # & to track call throughout the Month.

Human Resources - We currently utilize a vision-impaired employee to answer our switchboard line through a screen reader software and Intellidesk system. Compatibility will need to be considered for any new system.

Clerk of Courts – Concerns regarding network bandwidth and network infrastructure access for IP based phone system. (from email, not mentioned in survey)

Needed Items:

Due by end of November

- Infrastructure needs/assessment from each Constitutional
- Infrastructure needs/assessment for all BOCC locations