Solicitation 19-7552

Enterprise Content Management System

Solicitation Designation: Public



Collier County

Solicitation 19-7552 Enterprise Content Management System

Solicitation Number 19-7552

Solicitation Title Enterprise Content Management System

Solicitation End Date Mar 1, 2019 11:00:00 AM EST

Question & Answer

End Date

Feb 19, 2019 5:00:00 PM EST

Solicitation Contact Viviana Giarimoustas

239-252-8375

Viviana. Giarimoustas@colliercountyfl.gov

Contract Duration 5 years

Contract Renewal Not Applicable

Prices Good for 5 years

Solicitation Comments This solicitation is for an Enterprise Content Management (ECM) system being issued by the BCC and is

intended to serve all of the computer users in the BCC.

Item Response Form

ltem 19-7552-01-01 - 19-7552

Quantity 1 each

Unit Price

Delivery Location

Collier County

1. Procurement Services
 3295 E. Tamiami Trail

Building C2 Naples FL 34112

Qty 1

Description

Provide pricing in Criteria.



COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSAL (RFP)

FOR

ENTERPRISE CONTENT MANAGEMENT SYSTEM REPLACEMENT

SOLICITATION NO.: 19-7552

VIVIANA GIARIMOUSTAS, PROCUREMENT STRATEGIST PROCUREMENT SERVICES DIVISION 3295 TAMIAMI TRAIL EAST, BLDG C-2 NAPLES, FLORIDA 34112 TELEPHONE: (239) 252-8375

<u>Viviana.Giarimoustas@colliercountyfl.gov</u> (Email)

This solicitation document is prepared in a Microsoft Word format (Rev 8/7/2017). Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

REQUEST FOR PROPOSAL (RFP)	19-7552
NUMBER:	
PROJECT TITLE:	Enterprise Content Management System
DUE DATE:	March 1, 2019 at 11:00AM
PLACE OF RFP OPENING:	PROCUREMENT SERVICES DIVISION
	3295 TAMIAMI TRAIL EAST, BLDG C-2
	NAPLES, FL 34112

All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System: https://www.bidsync.com/bidsync-cas/

INTRODUCTION

As requested by the Administrative Services Department (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

Historically, County departments have spent approximately \$26,000 annually for licensing and maintenance support for our ECM System and another \$24,000 on our Agenda System; however, this may not be indicative of future buying patterns. We are looking for a solution to support our current needs, new integration needs and future scalability.

BACKGROUND

Our current ECM System was purchased from SIRE Technologies in 2008. The ECM product suite that was purchased includes Electronic Forms and Workflow, Records Management and Content Storage capability. It also included the SIRE Agenda System. SIRE Technologies was subsequently purchased by Hyland Technologies. Shortly thereafter, the BCC solicited for a new Agenda System and purchased the Accela Minutetraq Agenda System. At this time, we are soliciting for a new ECM System. However, if potential vendors have an agenda system, then the BCC will entertain those submittals.

Collier County is located in Southwest Florida. Naples, the seat of Collier County, is about 30 miles south of Fort Myers and the Southwest Florida International Airport (RSW). The full-time population of Collier County is about 350,000 although a seasonal peak of about 450,000 occurs between January and April. The structure of the Collier County Government is based on the standard constitutional form of county governments in Florida. The County Government is composed of 6 agencies, each headed by an elected official or board of elected officials. The 6 agencies and a brief synopsis of the mission areas follow.

Board of County Commissioners (BCC) Agency – The BCC has 4 major operating departments and Executive Offices:

- Growth Management Department Provides planning, zoning, permitting, building inspection, code enforcement and environmental services. In addition, provides construction and maintenance for roadways, right of ways, and stormwater management systems.
- 2. Public Utilities Department Builds and maintains potable water, re-use water and wastewater systems; operates landfill and recycling operations and provides Facilities Management.
- 3. Public Services Department Operates parks and recreation system, libraries, and provides social services.
- 4. Administrative Services Department Communications and Customer Relations, Emergency Management, Emergency Medical Services, Fleet services, Human Resources, Information Technology, Purchasing, and Risk Management.

Executive Offices – Includes Tourism, Economic Development, Budget, Community Redevelopment, etc. The other constitutional offices in Collier County and their key functions are:

- Clerk of the Circuit Court (CoC) Financial operations for the BCC, holder of recorded documents and operator of the Court Support Systems
- Sheriff's Office Law enforcement and 911 operations
- Property Appraiser -Property valuation assessment
- Tax Collector Consolidated collection service for taxes due all public agencies

• Supervisor of Elections (SOE) - Voting and election operations

This solicitation for an Enterprise Content Management (ECM) system is being issued by the BCC and is intended to serve all of the computer users in the BCC.

TERM OF CONTRACT

The contract term, if an award(s) is/are made is intended to be for five (5) years with two five (5) year renewal options. Prices shall remain firm for the initial term of this contract.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

DETAILED SCOPE OF WORK

Our current ECM System uses a document hierarchy that consists of the following:

- 1) <u>Cabinet</u> The cabinet contains a set of like documents. For instance, drawings, permits, procedures, etc.
- 2) <u>Folders</u> Each cabinet contains numerous folders that include appropriate indexing. For instance, Project Number, Project Name, Project Manager, Document Type, Document Date, are examples of index values
- 3) <u>Files</u> Each folder contains at least one file. The file can be any file type with any extension. For instance. .doc.xlsx.ppt.dwg,msg. pdf, etc.

Functional Requirements (Document Management)

The proposed system at a minimum should adhere to the following:

- Consist of a document hierarchy similar to the one described above.
- Allow documents and records to be loaded and indexed in the system by all of the following means:
 - Uploaded directly from a BCC network drive.
 - > Scanned and indexed directly into the system. Manual indexing is sufficient. Scanning options should include all types of scanners and have the capability to perform batch scanning.
 - ➤ Work flowed through a review and approval process that results in an indexed document being automatically uploaded into the repository.
 - > Imported directly from another document management system. NOTE: This is also a Conversion Requirement.
 - Added directly (emails) from Outlook.
- Include indexing capabilities similar to our current system. Please describe the indexing capabilities in your proposed solution
- System should provide auto-fill capability for fields based on a primary index value.
- Allow reports to be generated and exported into Microsoft Excel or connected to via MS Power BI.
- Include system-generated reports such as usage, volume of stored documents, open workflows, etc. and allow users to create custom reports.
- Provide the ability to convert any or all documents to pdf format, if desired.
- Include robust search capability including full text search or indexed search.
- Provide a "Viewer" capable of converting all file types including CADD files to pdf for viewing when the native application is not installed on the user's machine.
- Include a web-based user interface that would allow a user to copy a URL and paste it into a GIS application, at a minimum. GIS (ESRI) integration would be preferred.
- Provide the ability to email documents directly from search results.
- Provide annotation tools that allow for the redaction of confidential information (e.g., ss#, bank acets, etc.)
- Provide the ability to allow electronic signatures to be applied to documents.

<u>Functional Requirements</u> (Workflow/Electronic Forms)

The proposed system should provide workflow-savvy system administrators the ability to create and manage workflow templates and electronic forms, with minimal assistance from the vendor. This includes the following:

- Designing, building and testing workflows
- Adding users to workflow queues and creating workflow roles for multiple users
- Creating workflows that can be initiated from an electronic form, or from simply adding a document to a cabinet
- Creating workflows that include notifications to external customers
- Creating workflows that allow users at various stages of the workflow to attach or edit documents, dictated by user permissions
- Review workflow queue from various devices

Functional Requirements (Security)

The ECM System shall provide robust security that can be easily administered. The proposed system should provide user security/permissions at the cabinet level, folder level, field level and file level. In addition, available permissions should include View, Launch, Add, Edit, Delete, Email, Export, etc.

System shall also provide the following:

- Capability to import users through Microsoft Active Directory accounts groups.
- Capability for public access to certain documents, records, audio and video files via a web browser.
- System Integration capability (SAP, Cityworks, CityView, Cartegraph, ESRI, sharepoint, etc.)
- Functional Requirements (User Interface) User interface must be intuitive and require little to no training.

Technical Requirements

- System must be compatible with standard COUNTY hardware, storage, networking and operating system requirements. Please see attached TACS document and included CMA5401 for COUNTY hardware and operating system compliance.
- The proposed ECM system should align with the structure of our current system, meaning Cabinets indexes index values documents document names, database structures and workflows that exist in our current system should all be the same in the new system.

Conversion Requirements

- Include a detailed plan to indicate what will be converted by the vendor (e.g., cabinets, indexes, folders, files) and what may need to be converted by the Collier County (e.g., custom workflow, electronic forms, scripting).
- Delineate roles and responsibilities that will be in play during the conversion.
- Include an outline that addresses how conversion errors will be handled.
- Include the ability to open workflow instances on various devices (iPad, iPhone, android, etc.). Please describe your current and anticipated product offerings with respect to devices other than a PC

REQUEST FOR PROPOSAL (RFP) PROCESS

1.1 The Proposers will submit a qualifications proposal which will be scored based on the criteria in Evaluation Criteria for Development of Shortlist, which will be the basis for short-listing firms.

The Proposers will need to meet the minimum requirements outlined herein in order for their proposal to be evaluated and scored by the COUNTY. The COUNTY will then score and rank the firms and enter into negotiations with the top ranked firm to establish cost for the services needed. The COUNTY reserves the right to issue an invitation for oral presentations to obtain additional information after scoring and before the final ranking. With successful negotiations, a contract will be developed with the selected firm, based on the negotiated price and scope of services and submitted for approval by the Board of County Commissioners.

- 1.2 The COUNTY will use a Selection Committee in the Request for Proposal selection process.
- 1.3 The intent of the scoring of the proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.
- 1.4 The intent of the oral presentations, if deemed necessary, is to provide the vendors with a venue where they can conduct discussions with the Selection Committee to clarify questions and concerns before providing a final rank.

- 1.5 Based upon a review of these proposals, the COUNTY will rank the Proposers based on the discussion and clarifying questions on their approach and related criteria, and then negotiate in good faith an Agreement with the top ranked Proposer.
- 1.6 If, in the sole judgment of the COUNTY, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked second. If a contract cannot be successfully negotiated with the firm ranked second, negotiations with that firm will be formally terminated and negotiations shall begin with the third ranked firm, and so on. The COUNTY reserves the right to negotiate any element of the proposals in the best interest of the COUNTY.

RESPONSE FORMAT AND EVALUATION CRITERIA FOR DEVELOPMENT OF SHORTLIST:

1.7 For the development of a shortlist, this evaluation criterion will be utilized by the COUNTY'S Selection Committee to score each proposal. Proposers are encouraged to keep their submittals concise and to include a minimum of marketing materials. Proposals must address the following criteria:

1.8

	Evaluation Criteria	Ma	<u> iximum Points</u>
1.	Cover Letter / Management Summary		
2.	Certified Minority Business Enterprise		5 Points
3.	Business Plan		20 Points
4.	Cost of Services to the County		15 Points
5.	Experience and Capacity of the Firm		20 Points
6.	Requirements		30 Points
7.	Local Vendor Preference		10 Points
		TOTAL BOSCIPIE BOILING	400 70 4

TOTAL POSSIBLE POINTS

100 Points

Tie Breaker: In the event of a tie at final ranking, award shall be made to the proposer with the lower volume of work previously awarded. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four (24) months prior to the RFP submittal deadline. Payment information will be retrieved from the County's financial system of record. The tie breaking procedure is only applied in the final ranking step of the selection process and is invoked by the Procurement Services Division Director or designee. In the event a tie still exists, selection will be determined based on random selection by the Procurement Services Director before at least three (3) witnesses.

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Each criterion and methodology for scoring is further described below.

Proposals must be assembled, at minimum, in the order of the Evaluation Criteria listed or your proposal may be deemed non-responsive

EVALUATION CRITERIA NO. 1: COVER LETTER/MANAGEMENT SUMMARY

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

EVALUATION CRITERIA NO. 2: CERTIFIED MINORITY BUSINESS ENTERPRISE (5 Total Points Available)

Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise.

EVALUATION CRITERIA NO. 3: BUSINESS PLAN (20 Total Points Available)

In this tab, include but not limited to:

- Detailed plan of approach (including major tasks and sub-tasks).
- Detailed time line for completion of the project.
- Include with the Business Plan or as an attachment, a copy of a report as an example of work product. This should be for one of the projects listed as a reference.

EVALUATION CRITERIA NO. 4: COST OF SERVICES TO THE COUNTY (15 Total Points Available)

In this tab, include but not limited to:

• Provide the projected total cost and estimated calendar day duration (including projected hours) for which your firm will provide the work as described in this RFP. Schedule shall include roles and responsibilities of each team member.

The Cost of Services will be scored using the following methodology:

The greatest number of points allowed in this criterion will be awarded to the vendor who has the lowest cost. The next lowest cost will be divided by the lowest cost which will then be multiplied by criteria points to determine the vendor's points awarded.

Each subsequent vendor's point score will be calculated in the same manner.

For illustrative purposes only:

Vendor Name	Project Cost	Points Awarded
Vendor ABC	\$100,000.00	15
Vendor DEF	\$110,000.00	14
Vendor GHI	\$135,000.00	11

Initial pricing is for grading purposes and are subject to change during negotiations with the selected vendor.

EVALUATION CRITERIA NO. 5: EXPERIENCE AND CAPACITY OF THE FIRM (20 Total Points Available)

In this tab, include but not limited to:

- Provide information that documents your firm's and subcontractors' qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.
- Describe the various team members' successful experience in working with one another on previous projects.

The County requires that the vendor submit five (5) completed reference forms from clients whose projects are of a similar nature to this solicitation as a part of their proposal. Provide information on the projects completed by the vendor that best represent projects of similar size, scope and complexity of this project using form provided in Attachment B – Form 8. Vendors may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the information to assess the experience of the Proposer on relevant project work.

EVALUATION CRITERIA NO. 6: REQUIREMENTS (30 Total Points Available)

In this tab, include but not limited to:

• Describe how you will provide the requirements as detailed in the scope of work.

EVALUATION CRITERIA NO. 7: LOCAL VENDOR PREFERENCE (10 Total Points Available)

Local business is defined as the vendor having a current Business Tax Receipt issued by the Collier or Lee County Tax Collector prior to proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier or Lee County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business.

VENDOR CHECKLIST

***Vendor should check off each of the following items as the necessary action is completed (please see, Form 2: Vendor Check List):

The Solicitation Submittal has been signed.

The Solicitation Pricing Document (Bid Schedule/Quote Schedule/Proposal Pricing/etc.) has been completed and attached.

All applicable forms have been signed and included, along with licenses to complete the requirements of the project.

Any addenda have been signed and included.

Affidavit for Claiming Status as a Local Business, if applicable.

 $Division \ of \ Corporations - Florida \ Department \ of \ State - \underline{http://dos.myflorida.com/sunbiz/} \ (If \ work \ performed \ in \ the \ State).$

E-Verify/Immigration Affidavit (Memorandum of Understanding).

INSTRUCTIONS TO PROPOSERS

1. QUESTIONS

- 1.1 Direct questions related to this RFP to the Collier County Procurement Services Division Online Bidding System website: https://www.bidsync.com/bidsync-cas/.
- 1.2 Proposers must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Procurement Services Division Online Bidding System website. For general questions, please call the referenced Procurement Strategist noted on the cover page.

2. PRE-PROPOSAL CONFERENCE

- 2.1 The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding the RFP with all prospective vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of the RFP as an addendum.
- 2.2 All prospective vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

3. COMPLIANCE WITH THE RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFS may result in disqualification.

4. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

It is the sole responsibility of the vendor if they discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Professional, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Professional will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Procurement Services Division.

5. PROPOSALS, PRESENTATIONS, AND PROTEST COSTS

The County will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. VALIDITY OF PROPOSALS

No proposal can be withdrawn after it is opened unless the vendor makes their request in writing to the County. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

7. METHOD OF SOURCE SELECTION

- 7.1 The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 2017-08, establishing and adopting the Collier County Procurement Ordinance.
- 7.2 If the County receives proposals from less than three (3) firms, the Procurement Director shall review all the facts and determine if it is in the best interest of the County to solicit additional proposals or request that the Selection Committee rank order the received proposals.

8. EVALUATION OF PROPOSALS

8.1 The County's procedure for selecting is as follows:

- 8.1.1 The Procurement Services Director shall appoint a selection committee to review all proposals submitted.
- 8.1.2 The Request for Proposal is issued.
- 8.1.3 Subsequent to the receipt closing date for the proposals, the Procurement Professional will review the proposals received and verify each proposal to determine if it minimally responds to the requirements of the published RFP.
- 8.1.4 Selection committee meetings will be open to the public and publicly noticed by the Procurement Services Division.
- 8.1.5 In an initial organization meeting, the selection committee members will receive instructions, the submitted proposals, and establish the next selection committee meeting date and time. After the first meeting, the Procurement professional will publicly announce all subsequent committee meeting dates and times. The subsequent meeting dates and times will be publicly posted with at least one (1) day advanced notice.
- 8.1.6 Selection committee members will independently review and score each proposal based on the evaluation criteria stated in the request for proposal using the Individual Selection Committee Score and Rank Form and prepare comments for discussion at the next meeting. The Individual Selection Committee Score and Rank Form is merely a tool to assist the selection committee member in their review of the proposals.
- 8.1.7 At the publicly noticed selection committee meeting, the members will present their independent findings / conclusions / comments based on their reading and interpretation of the materials presented to each other, and may ask questions of one another. Time will be allowed for public comment.
- 8.1.8 Collier County selection committee members may consider all the material submitted by the Proposer and other information Collier County may obtain to determine whether the Proposer is capable of and has a history of successfully completing projects of this type, including, without limitation, additional information Collier County may request, clarification of proposer information, and/or additional credit information.
- 8.1.9 Once the individual scoring has been completed, the Procurement professional will read the results publicly. The committee will make a determination if oral presentations are needed and which firms will be invited to give oral presentations by short listing the proposals submitted. The selection committee may ask for additional information, present materials, interview, ask questions, etc. The members may consider any and all information obtained through this method in formulating their final ranking.
- 8.1.10 The selection committee's overall rank of firms in order of preference (from highest beginning with a rank of one (1) to the lowest) will be discussed and reviewed by the Procurement Professional. By final tabulation, and having used all information presented (proposal, presentation, references, etc.), the selection committee members will vote and thus create a final ranking and staff will subsequently enter into negotiations.
- 8.2 The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, addendums, and/or amendments as it may deem appropriate, including, but not limited, to requesting supplemental proposal information.
- 8.3 Receipt of a proposal by the County offers no rights upon the proposer nor obligates the County in any manner.
- 8.4 Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

9. REFERENCES

The County reserves the right to contact any and all references submitted as a result of this solicitation.

10. RESERVED RIGHTS

Collier County reserves the right in any solicitation to accept or reject any or all bids, proposals or offers; to waive minor irregularities and technicalities; or to request resubmission. Also, Collier County reserves the right to accept all or any part of any bid, proposal, or offer, and to increase or decrease quantities to meet additional or reduced

requirements of Collier County. Notwithstanding any other provisions of this Article, if none or only one responsive and responsible bid or proposal is received following any solicitation, the County Manager, or designee, reserves the right to reject all bids, proposals or offers and to negotiate with any responsible providers to secure the best terms and conditions in the sole interest of the County unless otherwise provided by law.

11. INSURANCE AND BONDING REQUIREMENTS

- 11.1 The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.
- 11.2 The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Vendor, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Vendors and Subcontractors and shall require each of them to include similar waivers in their contracts.
- 11.3 Collier County shall be responsible for purchasing and maintaining, its own liability insurance.
- 11.4 Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."
- 11.5 The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.
- 11.6 Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

Collier County Board of County Commissioners Naples, Florida

- 11.7 The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.
- 11.8 Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.
- 11.9 The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 11.10 Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation

to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

11.11 If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

12. ADDITIONAL ITEMS AND/OR SERVICES

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the Procurement Ordinance.

13. COUNTY'S RIGHT TO INSPECT

The County or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

The County reserves the right to take into consideration a vendor's past performance under a prior or current County contract when it is considering the granting of a new contract, the assignment of a work order, or any additional work. Past poor performance may result in the County deeming the vendor non-responsible and therefore refraining from awarding such work.

14. <u>VENDOR PERFORMANCE EVALUATION</u>

The County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

15. ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

- 15.1 The selected Vendor shall be required to sign a standard Collier County contract.
- 15.2 The resultant contract(s) may include purchase or work orders issued by the County's project manager.
- 15.3 The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.
- 15.4 The County's project manager shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

16. PUBLIC RECORDS COMPLIANCE

16.1 Florida Public Records Law Chapter 119, including specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communication and Customer Relations Division
3299 Tamiami Trail East
Suite 102

Naples, FL 34112-5746

Telephone: (239) 252-8383

- 16.2 The Contractor must specifically comply with the Florida Public Records Law to:
 - 16.2.1 Keep and maintain public records required by the public agency to perform the service.
 - 16.2.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 16.2.3 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 public agency.
 - 16.2.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

17. WORK ORDERS ON FIXED TERM CONTRACTS

- 17.1 The County reserves the right to order such services from selected firms as may be required during said period, but does not guarantee any minimum or maximum services to be ordered during the period specified from any given firm. Work Order service assignments shall be at the sole discretion of the County.
- 17.2 Agreements issued that are determined to be "CONTINUING CONTRACTS" where services will be requested by Work Orders in excess of \$200,000 shall be approved by the Board of County Commissioners.
- 17.3 Should any project that is active on a work order extend past the contract termination date, that work order will be active and extended as necessary until completion of such project.

18. PAYMENT METHOD

- 18.1 Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:
 - 18.1.1 Purchase Order Number
 - 18.1.2 Description and quantities of the goods or services provided per instructions on the County's purchase order or contract. Invoices shall be sent to:

Board of County Commissioners Clerk's Finance Department

ATTN: Accounts Payable

3299 Tamiami Trail East, Suite 700

Naples FL 34112

Or

Emailed to: bccapclerk@collierclerk.com

18.2 Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely

submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

- 18.3 In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.
- 18.4 Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

19. ENVIRONMENTAL HEALTH AND SAFETY

- 19.1 All Vendors and Sub Vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub Vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.
- 19.2 Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.
- 19.3 All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.
- 19.4 All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

20. POLLUTION PREVENTION

The vendor is required to implement industry relevant pollution prevention and best management practices. Should pollution incidents occur, Collier County Pollution Control must be notified immediately.

21. LICENSES

- 21.1 The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive. A Vendor, with an office within Collier County is also required to have an occupational license.
- 21.2 All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County.
- 21.3 If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

22. SURVIVABILITY

The Vendor agrees that any Purchase Order/Work Order/Solicitation Documents that extends beyond the expiration date of the original Solicitation will survive and remain subject to the terms and conditions of that Agreement until

the completion or termination.

23. PRINCIPAL/COLLUSION

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

24. RELATION OF COUNTY

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

25. TERMINATION

Should the Vendor be found to have failed to perform services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non performance. In the event that the award of this solicitation is made by the Procurement Services Director, the award and any resultant purchase orders may be terminated at any time by the County upon thirty (30) days written notice to the awarded vendor(s) pursuant to the Board's Procurement Ordinance.

26. LOBBYING

After the issuance of any solicitation, no current or prospective vendor or any person acting on their behalf, shall contact, communicate with or discuss any matter relating to the solicitation with any Collier County employee or elected or appointed official, other than the Procurement Services Director or his/her designees. This prohibition ends upon execution of the final contract or upon cancellation of the solicitation. Any current or prospective vendor that lobbies any Collier County employee or elected or appointed official while a solicitation is open or being recommended for award (i) may be deemed ineligible for award of that solicitation by the Procurement Services Director, and (ii) will be subject to Suspension and Debarment outlined in section Twenty-eight of County Ordinance 2017-08.

27. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (FL Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

28. SINGLE PROPOSAL

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only one proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-vendor to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-vendor to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

29. PROTEST PROCEDURES

29.1 With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any

provisions governing the methods for evaluation of bids, proposals or replies, awarding contracts, reserving rights for further negotiation or modifying or amending any contract, the protesting party shall file a notice of intent to protest within three (3) days, excluding weekends and County holidays, after the first publication, whether by posting or formal advertisement of the solicitation. The formal written protest shall be filed within five (5) days of the date the notice of intent is filed. Formal protests of the terms, conditions and specifications shall contain all of the information required for the Procurement Services Director, to render a decision on the formal protest and determine whether postponement of the bid opening or proposal/response closing time is appropriate. The Procurement Services Director's decision shall be considered final and conclusive unless the protesting party files an appeal of the Procurement Services Director's decision.

- 29.2 Any actual proposer or respondent to who desires to protest a recommended contract award shall submit a notice of intent to protest to the Procurement Services Director within three (3) calendar days, excluding weekends and County holidays, from the date of the initial posting of the recommended award.
- 29.3 All formal protests with respect to a recommended contract award shall be submitted in writing to the Procurement Services Director for a decision. Said protests shall be submitted within five (5) calendar days, excluding weekends and County holidays, from the date that the notice of intent to protest is received by the Procurement Services Director, and accompanied by the required fee.
- 29.4 Complete form and instructions for formal protest are set forth in Section 23 of Collier County Ordinance 2017-08. The protesting party must have standing as defined by established Florida case law to maintain a protest.

30. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or vendor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Vendor list.

31. SECURITY AND BACKGROUND CHECKS

- 31.1 The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.
- 31.2 All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.
- 31.3 The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.
- 31.4 CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the vendor is responsible for all costs.

32. CONFLICT OF INTEREST

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

33. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

34. IMMIGRATION LAW AFFIDAVIT CERTIFICATION

- 34.1 Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.
- 34.2 The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including Request for Professional Services (RFP) and construction services.
- 34.3 Exceptions to the program:
 - 34.3.1 Commodity based procurement where no services are provided.
 - 34.3.2 Where the requirement for the affidavit is waived by the Board of County Commissioners
- 34.4 Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. If the Bidder/Vendor does not comply with providing the acceptable E-Verify evidence and the executed affidavit the bidder's / Vendor's proposal may be deemed non-responsive.
- 34.5 Additionally, Vendors shall require all subcontracted Vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.
- 34.6 For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the Vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 34.7 Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

Vec	No
1 68	INO

Certification: I certify that I am in agreement, to the best of my knowledge, with the Instructions To Proposers above.

1. PURCHASE ORDER TERMS AND CONDITIONS

1.1 **Offer**

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

1.2 Acceptance and Confirmation

This Purchase Order (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

1.3 Inspection

- 1.3.1 All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.
- 1.3.2 To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non conforming or otherwise rejected by the COUNTY.

1.4 Shipping and Invoices

- 1.4.1 a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.
- 1.4.2 b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- 1.4.3 c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.
- 1.4.4 d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

1.5 Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it

at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

1.6 Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

1.7 Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

1.8 Statutory Conformity

1.8.1 Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

1.9 Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

1.10 Indemnification

VENDOR shall defend, indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

1.11 Warranty of Non Infringement

- 1.11.1 VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.
- 1.11.2 VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).
- 1.11.3 If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

1.12 Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

1.13 Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

1.14 Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

1.15 Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

1.16 **Taxes**

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

1.17 Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

1.18 **Termination**

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

1.19 General

- 1.19.1 a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- 1.19.2 b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

- 1.19.3 c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- 1.19.4 d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- 1.19.5 e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.



Form 1: Vendor's Non-Response Statement

The sole intent of the Collier County Procurement Services Division is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this solicitation, please indicate the reason(s) by checking the item(s) listed below and return this form via email noted on the cover page, or mail to Collier County Government, Procurement Services Division, 3295 Tamiami Trail East, BLDG C-2, Naples, FL 34112.

We are	not responding to the solicitation	n for the following reason(s):			
	Services requested not available through our company.				
	Our firm could not meet specifications/scope of work.				
	Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)				
	Project is too small.				
	Insufficient time allowed for prep	paration of response.			
	Incorrect address used. Please co	rrect mailing address:			
	Other reason(s):				
Name	of Firm:				
Addre	ss:		-		
City, S	State, Zip:		-		
Teleph	none:	·	-		
Email:	:		-		
Repres	sentative Signature:		-		
Repres	sentative Name:	Date			



Form 2: Vendor Check List

 $\underline{\textbf{IMPORTANT}}\text{: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal.}$

Vendo	or should check off each of the follow	ving items as the necessary action is completed:			
	The Solicitation Submittal has been signed.				
	The Solicitation Pricing Document (Bid Schedule/Quote Schedule/etc.) has been completed and attached.				
	All applicable forms have been signed and included, along with licenses to complete the requirements of the project.				
	Any addenda have been signed and	included.			
	Affidavit for Claiming Status as a L	ocal Business, <u>if applicable</u> .			
	Division of Corporations - Florida I	Department of State – http://dos.myflorida.com/sunbiz/ (If work perform	ned in the State).		
	E-Verify/Immigration Affidavit (Me	emorandum of Understanding).			
ALL	SUBMITTALS MUST HAVE THE	E SOLICITATION NUMBER AND TITLE			
Nam	e of Firm:				
Add	ress:				
City	y, State, Zip:				
Tele	ephone:				
Ema					
Rep	resentative Signature:				
Repi	resentative Name:	Date			



Form 3: Conflict of Interest Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

- 1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
- 2. Indicate if the information produced was obtained as a matter of <u>public record</u> (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Firm:	
Signature and Date:	
Print Name:	
Title of Signatory:	



Form 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS Collier County Government Complex

Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced Solicitation. Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.

IN WITNESS WHEREOF, V	VE have hereunto subscribed our names on this te of	day of	, 20 in the County of
Firm's Legal Name:			
Address:			
City, State, Zip Code:			
Florida Certificate of Authority Document Number Federal Tax Identification Number *CCR # or CAGE Code *Only if Grant Funded Telephone:			
Signature by: (Typed and written) Title:			

Collier County **Additional Contact Information**

Send payments to:	
(required if different from	Company name used as payee
above) Contact name:	
Contact name.	
Title:	
Address:	
City, State, ZIP	
Telephone:	
Email:	
Office servicing Collier County to place orders	
(required if different from above) Contact name:	
Title:	
Address:	
City, State, ZIP	
Telephone:	
Email:	



Form 5: Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Vendor's proposal as non-responsive.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor 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 termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal.

Company Name	
Print Name	Title
Signature	Date
State of	
County of	

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



Form 6: Vendor Substitute W – 9 Request for Taxpayer Identification Number and Certification

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) requires that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

2.

3.

4.

Taxpayer Name							
(as shown on income tax re		1					
Business Name (if different			City				
Address							
State		,	Zip				
Telephone	Emai	il	 				
Order Information (Must	t be filled out)	l	Remit / Payr	ment Informat	ion <mark>(Mus</mark>	t be filled out	l
Address							
Tradició			Address				
City State	Zip		City	Stat	e	Zip	
Email			I		_		
Eman							
			г и				
			Email				
			Email				
Company Status (check onl	y one)		Email				
Company Status (check only		Corporat			artnershij		
Individual / Sole Propr	rietor _	•	ion	P	artnershij		
Individual / Sole PropiTax Exempt (Federal i	rietor	empt entity	ion		artnershij		
Individual / Sole Propr	rietor	empt entity	tion Limited	Liability Comp	artnership pany)	
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Individual / Sole Propr Tax Exempt (Federal i under Internal Revenue 501 (c) 3)	ncome tax-exe e Service guide	empt entity elines IRC	ction Limited En $(D = Dis)$	Liability Comp	artnership pany ssificatio	n	
Individual / Sole Propr Tax Exempt (Federal i under Internal Revenue 501 (c) 3)	ncome tax-exe e Service guide	empt entity elines IRC	ction Limited En $(D = Dis)$	Liability Comp	artnership pany ssificatio	n	
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Individual / Sole Proposed Tax Exempt (Federal i under Internal Revenue 501 (c) 3) Taxpayer Identification Nu Federal Tax Identification (Vendors who do not have ign and Date Form: Certification)	ncome tax-exe e Service guide mber (for tax Number (TIN e a TIN, will be	empt entity elines IRC reporting pu	Limited En (D = Dis	Liability Computer the tax classregarded Entity	artnership oany ssificatio v, C = Co	n orporation, P =	· Partnersh
Tax Exempt (Federal i under Internal Revenue 501 (c) 3) Caxpayer Identification Nu Federal Tax Identification (Vendors who do not have ign and Date Form: Certification of perjury, I certification of perjury of perjur	ncome tax-exe e Service guide mber (for tax Number (TIN e a TIN, will be	empt entity elines IRC reporting pu	Limited En (D = Dis	Liability Computer the tax classregarded Entity	artnership oany ssificatio y, C = Co	n orporation, P =	· Partnersh



Form 7: Vendor Submittal – Local Vendor Preference Affidavit

(Check Appropriate Boxes Below) State of Florida (Select County if Vendor is Collier County Lee County	described as a Local Business)
	efined by the Procurement Ordinance of the Collier County Board of hereto. As defined in Section XV of the Collier County Procurement
Local business means the vendor has a currence prior to bid or proposal submission to do be permanent physical business address locate operates and performs business in an area of that receives mail, or a non-permanent supermanent structure shall not be used for foregoing, a vendor shall not be considered and well-being of Collier County in a verification and expansion of employment residency of employees and principals of their compliance with the foregoing at the tas a "local business" under this section. A	rent Business Tax Receipt issued by the Collier County Tax Collector business within Collier County, and that identifies the business with a ed within the limits of Collier County from which the vendor's staff oned for the conduct of such business. A Post Office Box or a facility tructure such as a construction trailer, storage shed, or other non-the purpose of establishing said physical address. In addition to the la "local business" unless it contributes to the economic development table and measurable way. This may include, but not be limited to, the opportunities, support and increase to the County's tax base, and the business within Collier County. Vendors shall affirm in writing ime of submitting their bid or proposal to be eligible for consideration vendor who misrepresents the Local Preference status of its firm in a ll lose the privilege to claim Local Preference status for a period of up
Vendor must complete the following informati	on:
Year Business Established in Collier County	y or Lee County:
Number of Employees (Including Owner(s) or	Corporate Officers):
If requested by the County, vendor will be requ	ounty or Lee (Including Owner(s) or Corporate Officers):uired to provide documentation substantiating the information given in indor's submission being deemed not applicable.
Vendor Name:	Date:
Address in Collier or Lee County:	
Signature:	Title:

1.0 LOCAL VENDOR PREFERENCE (LVP)

1.1 The County is using the Competitive Sealed Bid methodology of source selection for this procurement, as authorized by Ordinance Number 2017-08 establishing and adopting the Collier County Procurement Ordinance.

- 1.2 Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.
- 1.3 Under this solicitation, bidders desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.
- Competitive bid (local price match option). Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest price bid, and the bid submitted by one or more qualified and responsive local businesses is within ten percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s), less one (1) dollar, offered by the overall lowest, qualified and responsive bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Procurement Services Division shall determine if the lowest local bidder meets the requirements of Fla. Stat. Sec.287.087 (Preferences to businesses with drug-free workplace programs). If the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087, the Procurement Services Division shall invite the lowest local bidder to submit a matching offer, less one (1) dollar, within five (5) business days thereafter. If the lowest local bidder submits an offer that fully matches the lowest bid, less one (1) dollar, from the lowest non-local bidder tendered previously, then award shall be made to the local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Fla. Stat. Sec 287.087, and the lowest non-local bidder does, award will be made to the bidder that meets the requirements of the reference state law.
- 1.5 Bidder must complete and submit with their bid response the Affidavit for Claiming Status as a Local Business which is included as part of this solicitation. Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for local preference on this solicitation.
- 1.6 A Bidder who misrepresents the Local Preference status of its firm in a bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one (1) year.
- 1.7 The County may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.



Reference Questionnaire

	_			
Solicitati	on:			
Reference	e Questionnaire for:			
(Name	e of Company Requesting Reference Information)			
(Name	of Individuals Requesting Reference Information			
Name: (Evaluato	r completing reference questionnaire)	Company: (Evaluator's Company comple	eting reference)	
Email:	FAX:	Tele	Telephone:	
Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item of form will be scored "0."				
Project Description:		Completion Date:		
Project Budget: I		Project Number of Days:		
Item	Citeria		Score	
1	Ability to manage the project costs (minimize ch	ange orders to scope).		

Item	Citeria	Score
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Abiltity to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
	TOTAL SCORE OF ALL ITEMS	

INSURANCE AND BONDING REQUIREMENTS

Insurance / Bond Type		Required Limits
1.	<u> </u>	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
		Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2.		\$_1,000,000 single limit per occurrence
3.	Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage
		\$1,000,000 _single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4.		To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5.	Automobile Liability	\$ Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
6.	Other insurance as noted:	☐ Watercraft \$ Per Occurrence
		☐ Professional Liability \$_1,000,000 Per claim & in the aggregate
		☐ Cyber Liability \$1,000,000 Per Occurrence
		☐ Technology Errors & Omissions \$1,000,000 Per Occurrence
7.	☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
8.	Performance and Payment Bonds	For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

- 9. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
- 10. Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

- 11. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
- 12. On all certificates, the Certificate Holder must read: Collier County Board of Commissioners, 3295 Tamiami Trail East, Naples, FL 34112
- 13. Thirty (30) Days Cancellation Notice required.
- 14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

1/29/19 - CC

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation. The insurance submitted must provide coverage for a minimum of six (6) months from the date of award.

Name of Firm	Date
Vendor Signature	
Print Name	
Insurance Agency	
Agent Name	Telephone Number

Technical .	Architectural,	Compatibilit	y and Sup	portabili	ty Requirements Documer	nt (TACS)	
Collier County Information Technology Department	,	_		-	-		
/ersion: 14							
Revision Date: 5/11/2018							
Revised by: Richard J. Badge							
Requesting Div./Dept.:							
/endor name:							
Vendor signature:							
Application name:							
Date:							
Sev for C18:C76							
Key for C18:C76 Internal required, If hosted N/A							
R= Required							
D= Optional, but may include additional costs to support							
Key for C18: C76 Place an							
(in the YES or NO column, add any comments required in column H							
thrule 120 of No column, and any comments required in column in							
Non-Technical Requirements			Yes	No	Vendor's comments	Collier County Comments	Team responsible
	R					Vendors proposing to supply software solutions to Collier County must comply	IT Managers
						with County-Practices-and-Procedures-	
CMA 5401 compliance						(CMA) 5401 INFORMATION SYSTEMS	
						PROCUREMENT AND LIFECYCLE	
						MANAGEMENT	
Vendors proposing to supply any software solutions to Collier County must fill out	R						IT Managers
this document, sign it, and return it to the Collier County IT Division to review.							Tr Wanagero
·							
		Wainhtad for					
		Weighted for					
Footbuled Deminerate for Applications Hosted on the DCC		optional					
Technical Requirements for Applications Hosted on the BCC	R/O	business	Yes	No	Vendor's comments	Collier County Comments	Team responsible
letwork		requirement for					
		depts. fielding					
		RFPS					
Web-based candidate software shall utilize Microsoft Internet Explorer. No other						The department purchasing the software	
prowser is supported. Current Collier Production Version is IE11 or Edge.	R1	R				benefits from increased security, efficiency, and lower support costs over	Service Desk
						the life of the software	
Please list any other browsers in column G, they may or may not be considered						uicille of the software	
as acceptable. Any non-Microsoft browser considered as acceptable may incur	R2	0					Applications
dedicated support costs.	K2						Applications
addicated support dosts.							

Technical A	Architectural,	Compatibilit	y and Su	portabili	ty Requiremen	ts Document	t (TACS)	
Collier County Information Technology Department								
Version: 14								
Revision Date: 5/11/2018								
Revised by: Richard J. Badge								
Requesting Div./Dept.:								
Vendor name:								
Vendor signature:								
Application name:								
Date:								
Key for C18:C76								
internal required, If hosted N/A								
R= Required								
O= Optional, but may include additional costs to support								
Key for C18: C76 Place an								
X in the YES or NO column, add any comments required in column H								
The vendor must submit any applicable license agreements for any proposed							Allows the department that is purchasing	
elements including a description of the licensing model, and list prices for all		_					the software to determine the limitations of	
license types and whether or not custom licensing arrangements are available.	R3	R					the licensing and the short and long-term	Applications
							costs	
The vendor must submit any applicable maintenance agreements for any							For the department purchasing the	
proposed elements including a description of the maintenance plan, software							software this information will help them	
upgrade policies and exclusions, and list prices for all maintenance agreement	R4	R					plan when will and how often these events	Applications
types and whether or not custom maintenance agreements are available.							take place and to manage their costs more	
							efficiently.	
SAP is Collier's financial application and as such:								
Applications cannot directly interface with SAP								
Applications that have a point of sales component must be able to produce a	R5	R						Applications
batch file daily containing all financial transactions for that day	KS	K						Applications
The batch file will use the format supplied by the Collier County Clerk of Courts								
All desktop software applications must utilize Microsoft Operating System, current								
Collier Production Version release with current patches and service packs,	R6	R						Operations
Windows 10 (64-bit).								,
Applications may not use Exchange Event Sinks or Exchange Public Folders.		1	+	1				
Applications may not use exchange event sinks of exchange rubile rolders.	R7	R						Operations
								-
If US-CERT posts vulnerabilities associated with an application then the								
application must be mitigated within a 30 day timeframe by the software vendor.	R8	R						Operations

Technical A	Architectural	 . Compatibilit	v and Supportabili	ty Requirements Document	(TACS)	
	r emicetara	, compatibilit	y und Supportusin	requirements becamen	(IIICB)	
Collier County Information Technology Department						
Version: 14 Revision Date: 5/11/2018						
Revision Date: 5/11/2016 Revised by: Richard J. Badge						
Nevised by. Nichard J. Dauge						
Requesting Div./Dept.:						
Vendor name:						
Vendor signature:						
Application name:						
Date:						
Var. for 040.070						
Key for C18:C76						
R= Required						
O= Optional, but may include additional costs to support						
Key for C18: C76 Place an						
X in the YES or NO column, add any comments required in column H						
A in the TEO of NO Column, and any Comments required in Column II						
Software must comply with all Federal, State and Local regulation. Especially the Florida Information Protection Act (FIPA Fla. Stat. 501.171). Vendors and consultants must be able to show that their applications either a) do not store the type of sensitive data mentioned in FIPA in their application's database or b) be prepared to demonstrate how they secure the type of sensitive data mentioned in FIPA in their application's database.	R9	R			Link to Sensitive Data questions	Administrative
HIPAA compliance is required for any applications that contain an individuals' electronic personal information if it is created, received, used, or maintained in the software.	R10	R				
All applications that include point of sales systems or accept any type of payments using credit cards must be PCI (Payment Card Industry Data Security Standard) compliant and recertify every year. All credit card processing must be done outside of the BCC network.	R11	R			Vendors are required to meet banking industries PCI compliance requirements	
All vendors requiring access to Collier County facilities and the computer network must comply with current published County ordinances and policies. Those ordinances and policies are same requirements that all county employees must agree to, which include finger printing ,a background check, and signing any user agreements required access the BCC computer network.	R12	R				
Any software which stores personally identifying information, including but not limited to passwords, SSN, driver's license numbers, etc or any financial information, such as credit card numbers, bank routing information, etc must fully protect the information and disclose the methods of protection used, access protection methods, and life cycle handling of this data. Industry standard encryption methods utilizing at least 256 bit encryption techniques are required.	R13	R				All IT teams
Software vendors will acknowledge in writing prior to selection, that Collier County Government will own any and all data and the databases.	R14	R				Applications

Technical	Architectural,	Compatibilit	y and Su	pportabil	ity Requi	irements	Documen	t (TACS)	
Collier County Information Technology Department	,	1							
Version: 14									
Revision Date: 5/11/2018									
Revised by: Richard J. Badge									
Requesting Div./Dept.:									
/endor name:									
Vendor signature:									
Application name:									
Date:									
Key for C18:C76									
internal required, If hosted N/A									
R= Required									
O= Optional, but may include additional costs to support									
Key for C18: C76 Place an									
X in the YES or NO column, add any comments required in column H									
The candidate software application proposal must include a complete hardware								Technical specifications, hardware	
topology diagram and recommended hardware configurations.								requirements, and visual representations	
Vendor Deliverables:								of the candidate's recommended software	
- Topology Diagram	C1	R						solution will enable the selection	Applications
Recommended hardware requirements (workstation and server)								committee to understand the complexity of	
Network bandwidth requirements								the application and costs to support it.	
Web-based software must utilize IIS 7.5 or newer with current patches and								The department purchasing the software	
service packs.								benefits from increased security,	
service packs.	C2	R						efficiency, and lower support costs over	Operations
								the life of the software	
Applications that utilize a web browser for an internal or external access will utilize									
TLS1.2 instead of SSL	C3	R							Operations
Cofficient and limiting about discount and many an account the invitage values of					1				
Software applications should support and run on current shipping release of									
virtual servers, including: - VMware ESX (most current version)	C4	R							Operations
- Viviware ESA (most current version)									
All software upgrades or changes required by the selected vendor must be fully									
tested before being moved into the production environment. Therefore vendors									
must include in their proposal the costs for licensing, professional services, and	C5	R							Applications
annual maintenance to set up and maintain test and development environments.									
System must support the current the use of NetBackup in the Collier Production	60	_							Omenations
environment with NetBackup most current version.	C6	R			1				Operations
All server software applications must utilize Microsoft Operating System, current								Standardizing the desktop operating	<u> </u>
Collier Production Version release with current patches and service packs,								system to a few specific versions	
current version is Server 2012 R2	C7	R						decreases the management overhead for	Operations
······································	C/	K						support and lowers the cost to the agency.	Operations
								, , a same as a substitution agoing)	

Technical .	Architectural,	Compatibilit	y and Sup	portabili	ty Requirements Docu	ment (TACS)	
Collier County Information Technology Department							
Version: 14							
Revision Date: 5/11/2018							
Revised by: Richard J. Badge							
Requesting Div./Dept.:							
Vendor name:							
Vendor signature:							
Application name:							
Date:							
Key for C18:C76 C = If							
internal required, If hosted N/A							
R= Required							
O= Optional, but may include additional costs to support							
Key for C18: C76 Place an							
X in the YES or NO column, add any comments required in column H							
Solutions requiring a back-end database must utilize Microsoft SQL Server							
Standard or Enterprise edition. The solution must use Microsoft SQL Server 2012	C8						Davelanment
(64-bit) or newer. Compatibility mode must match the version of Microsoft SQL Server.	Co.	R					Development
Server.							
For SQL Server based solutions, the use of the default SQL SA account is							
prohibited. The use of the SA role for daily functions is also prohibited. The	C9	R					Development
solution will adhere to the least privilege principle.							·
Hard coding account access shall not be permitted.						Provides enhanced application security b	у
						removing the issue of being unable to	
	C10	R				change user account names and	Operations/Development
	0.0					passwords if that information is	operatione/2010/04/2010
						compromised.	
If a geographic information systems (GIS) is included in the solution, the solution							
must leverage the County's ESRI GIS infrastructure, which includes ArcGIS for							
Server Enterprise Advanced version. Loosely couple architecture using the	C11	R					Development
REST endpoints is the preferred architecture solution. The County strives to keep							
its ESRI GIS current with the latest released version.							
		Weighted for					
All optional items listed below may incur additional costs for		optional					
support and maintenance for the application that is proposed. All		business					
additional costs, for implementation and ongoing maintenance	R/O	requirement for	Yes	No	Vendor's comments	Collier County Comments	
would be borne by the department purchasing the application.		depts. fielding					
		RFPS					

Technical A	rchitectural,	Compatibilit	y and Sup	portabili	ty Requirements Document (Ta	ACS)	
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X in the YES or NO column, add any comments required in column H							
A in the TEO of NO column, and any comments required in column in							
Incident Support providing 24x7/365 coverage shall be offered. Incident response service levels shall be specified. Client software applications should support and the vendor should provide	O 1	O - 10			deprouts Frid: wee syst enor can assi how cost the o	service is appropriate when a artment's critical business is run side of the normal 8 to 5 Monday to ay work week (example: evenings, kends, holidays) and the software ems are proprietary or complex ugh that the BCC IT department not always resolve the issue without stance from the vendor. There is ever, a premium associated with the of this type of vendor support, which department purchasing the software ld bare.	Applications
SCCM current version. Supported installation packages include: MSI, Microsoft Windows installer MSI compatible	O2	O - 10			cost	e for the department that owns the	Applications
All software application vendors are required to notify Collier County when new releases become available and when current releases and related systems are no longer supported.	О3	0 - 10			softv the v that com	keep software security and patibility current.	Applications
Preferred solutions should take advantage of the County's Active Directory environment and utilize Windows Authentication at the application, database and server tier, run fully in the user context, and not require elevated permissions or administrative permissions. Elevated permissions require adherence to all relevant policies, such as the Elevated Privileges and Elevated Database Permissions policies.	O4	O - 10			Prov the p emp depa	vides enhanced security by eliminating possibility of a disgruntled former	All IT teams
Does the application require anti-virus exclusions Anti-Virus? If so please provide paths & or processes	O5						

Technical A	Architectural.	Compatibility and	d Supportabili	ty Requirements Documen	t (TACS)	
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X in the YES or NO column, add any comments required in column H						
Security Software required by the Information Technology Division that <u>ALL Proposer's</u> software must compatible with.				Vendor's comments	Collier County Comments	
NNT	R-15				If for some reason the proposing	Security
Change Auditor	R-16				7	Security
Cisco AMP (Antivirus)					vendor's software is not compliant	Security
CISCO AIVII (AIILIVII US)	R-17				with CMA5401, then it is possibly to	
Windows Firewall	R-17 R-18				with CMA5401, then it is possibly to mitigate the issues. However	Security
Windows Firewall Flexera	R-18 R-19				with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated	Security Security Security Security
Windows Firewall Flexera SCCM	R-18 R-19 R-20				with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated service and the purchasing division	Security Security Security Security Security Security
Windows Firewall Flexera SCCM System Center Endpoint Security	R-18 R-19 R-20 R-21				with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated service and the purchasing division would be responsible to bare all of the	Security Security Security Security Security Security Security
Windows Firewall Flexera SCCM	R-18 R-19 R-20				with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated service and the purchasing division	Security Security Security Security Security Security
Windows Firewall Flexera SCCM System Center Endpoint Security	R-18 R-19 R-20 R-21	Y	es No	Vendor's comments	with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated service and the purchasing division would be responsible to bare all of the	Security Security Security Security Security Security Security
Windows Firewall Flexera SCCM System Center Endpoint Security Cisco AnyConnect Vendor Required Software for their applications to run Does the application require Flash?	R-18 R-19 R-20 R-21	Y	res No	Vendor's comments	with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated service and the purchasing division would be responsible to bare all of the costs of the mitigation. Collier County Comments Software listed in this section will	Security Security Security Security Security Security Security Security Security Applications
Windows Firewall Flexera SCCM System Center Endpoint Security Cisco AnyConnect Vendor Required Software for their applications to run Does the application require Flash? Does the application require Java?	R-18 R-19 R-20 R-21	Y	res No	Vendor's comments	with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated service and the purchasing division would be responsible to bare all of the costs of the mitigation. Collier County Comments Software listed in this section will require additional dedicated costs for	Security Security Security Security Security Security Security Security Security Applications Applications
Windows Firewall Flexera SCCM System Center Endpoint Security Cisco AnyConnect Vendor Required Software for their applications to run Does the application require Flash? Does the application require Java? Does the application require Silverlight?	R-18 R-19 R-20 R-21	Y	res No	Vendor's comments	with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated service and the purchasing division would be responsible to bare all of the costs of the mitigation. Collier County Comments Software listed in this section will	Security Security Security Security Security Security Security Security Security Applications Applications Applications
Windows Firewall Flexera SCCM System Center Endpoint Security Cisco AnyConnect Vendor Required Software for their applications to run Does the application require Flash? Does the application require Java? Does the application require Silverlight? Does the application require any type of PDF software?	R-18 R-19 R-20 R-21				with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated service and the purchasing division would be responsible to bare all of the costs of the mitigation. Collier County Comments Software listed in this section will require additional dedicated costs for support.	Security Security Security Security Security Security Security Security Security Applications Applications
Windows Firewall Flexera SCCM System Center Endpoint Security Cisco AnyConnect Vendor Required Software for their applications to run Does the application require Flash? Does the application require Java? Does the application require Silverlight?	R-18 R-19 R-20 R-21		res No	Vendor's comments Vendor's comments	with CMA5401, then it is possibly to mitigate the issues . However mitigation would be a dedicated service and the purchasing division would be responsible to bare all of the costs of the mitigation. Collier County Comments Software listed in this section will require additional dedicated costs for	Security Security Security Security Security Security Security Security Security Applications Applications Applications

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Key for C18: C76 Place an X in the YES or NO column, add any comments required in column H									
Does the application require the installation of software, including browser plugins on a end user's computer, list all the software and version number required in cell H70.	, ,								
Provide a detailed architectural diagram of the application that includes links to all servers, services, and IP addresses.						a ti a F a H T t e v ii	f a vendor cannot provide a detailed inchitectural diagram of their application that includes links to all servers, service and IP addresses this will not necessar preclude a vendor from selling their application to a Collier County Information to the collier County Information	es, ily on the	
Collier County uses a web filtering service. Does the proposing vendor's solution work with a web filtering service. If it does, please provide all IP Addresses and the services being delivered in cell H70.						r ii a f r	Variances are possible if a vendor doe not want or cannot supply the requeste information. However, if problems with application occur and the BCC network unctioning as designed, it is the esponsibility of the vendor to troubleshand resolve the issues.	d the is	
If your application requires whitelisting, please provide a list of URL's to be bypassed in the web filtering service.									
List the web browsers and versions that your application is compatible with in cell H74									

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X in the YES or NO column, add any comments required in column H						
Describe your data backup and recovery process. Will a copy of the database be						
available if requested and what format will it be in?						
Is any type of sensitive data stored in the application database and if so what						
steps are taken to protect that data?					Link to Sensitive Data questions	
What colocation data center is the proposing vendor's application housed at ?						
Minimum bandwidth required?						
Web applications must support HTTPS, TLS 1.1 or higher						

CMA 5401

INFORMATION SYSTEMS PROCUREMENT AND LIFECYCLE MANAGEMENT

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§ 5401-1. Purpose.

§ 5401-2. Procurement and Deployment.

§ 5401-3. Ongoing Support and Maintenance.

§ 5401-4. Application Retirement.

§ 5401-5. Waivers, Mitigation and Remediation.

§ 5401-6. Currency.

[Effective Date: April 18, 1997 (Revised: October 1, 2001; Revised: October 1, 2003; Revised: January 21, 2016)]

§ 5401-1. Purpose.

The purpose of this Instruction is to define a standard, efficient, and effective method for procurement and lifecycle management of information systems and services that are compatible with the agency's information architecture, supportable, interoperable, secure and comply with the County Information Technology Division (IT) standards and practices. All purchases must comply with the requirements of the County procurement ordinance and policy.

§ 5401-2. Procurement and Deployment.

A. A completed Technical Architectural Compatibility Standards (TACS) signed by the IT Director and the procuring Operating Division Director is required prior to procurement. The current TACS form is available on the IT Division's Intranet website. All requirements must be met. Exceptions may be granted with sufficient mitigation or a waiver see § 5401-5. Waivers, Mitigation and Remediation

B. Operating Division Director must determine permissible service levels including the maximum number of failures on an annual basis, the maximum downtime per incident and the acceptable data loss per incident in minutes.

C. Information systems must comply with all local, state and federal laws. Health Insurance Portability and Accountability Act (HIPAA), Personally Identifiable Information (PII) and Payment Card Industry Data Security Standard (PCI DSS) requirements must be identified and addressed if applicable. PCI DSS certifications must submitted on an annual basis by the Operating Division Director.

D. An architectural diagram must be prepared and review conducted in compliance with IT policy. Approval by the IT Division Director is required prior to procurement and deployment.

§ 5401-3. Ongoing Support and Maintenance.

A. Systems must have an active vendor maintenance agreement that includes patches and upgrades.

B. Systems must support platform patches within 30 days of release. If patches cannot be installed appropriate mitigations must be identified and deployed within that time frame by the Operating Division Director (see § 5401-5, Waivers, Mitigation and Remediation).

C. Vulnerabilities identified and published by the Department of Homeland Security's United States Computer Emergency Readiness Team (US-CERT) must be mitigated by the Operating Division Director within 30 days of notice by IT (see § 5401-5. Waivers, Mitigation and Remediation).

D. The Operating Division Director is responsible for submitting a completed Technical Architectural Compatibility Standards (TACS) to IT on an annual basis. All requirements must be met Exceptions may be granted with sufficient mitigation or a waiver see § 5401-5. Waivers, Mitigation and Remediation

§ 5401-4. Application Retirement.

A. All system components must be shut down and decommissioned when systems are retired. This includes servers, databases, storage and uninstalling associated applications

B. Budget inventory changes must be made at system retirement.

C. The Operating Division Director is responsible for public records compliance for all retired system data and contacting the agency's Records Manager to determine the appropriate retention period. The operating Division Director is responsible for maintaining the systems to read the backup media including any required hardware and software and all associated costs.

D. Operating Division Director will review retirement plan with IT to ensure compliance with this CMA.

§ 5401-5. Waivers, Mitigation and Remediation.

A. Mitigation is required for systems that are not TACS compliant or require the use of older version of/or insecure components. Viable mitigation options include the use of technical controls, replacement or upgrade of the system and retiring the system.

a. The Operating Division Director is responsible for working with IT to develop an acceptable mitigation strategy. Scenarios involving technical controls are subject to the same review process as new systems.

b. The Operating Division Director is responsible for all costs, including support

staff, associated with mitigation. These costs may include, but are not limited to:

- i. Support for
 - 1. Non-standard databases
 - 2. Operating Systems
 - 3. System components
 - 4. Web servers
- ii. Creation and maintaining development environments

iii. Initial and ongoing support for Firewalls and Intrusion

Detection/Prevention systems and monitoring

- B. Waivers may be granted under extenuating circumstances.
 - a. All waivers must be reviewed by the IT Director.
- b. The Operating Division Director may grant a waiver where the impact is limited to their division
- c. Department Heads may grant waivers where the impact is limited to their department.
- d. The Information Technology Executive Committee (ITEC) will make a recommendation to grant a waiver where the impact is at the agency level with final approval by the County Manager or his designee.
- C. Remediation costs associated with a breach or system failure as the result of a waiver must be fully funded by the Operating Division Director.

The Information Technology Division is responsible for maintaining the currency of this Instruction

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Does your department collect social security numbers for any reason?	No, our department does not collect social security numbers for any reason. Our department collects social security numbers in compliance with FS 119.071(5) and provides the required form when doing so.
If yes, to question above:	Our department does not store or save social security numbers (on paper or electronically). Social security numbers are stored as follows:
Does your department accept credit cards for any transactions?	No, our department does not accept credit card payments directly or via 3 rd parties. Yes, our department accepts credit card payments for the following:
Does your department retain and store HIPAA protected health information (see definition below)?	No, our department does not store HIPAA protected health information. Yes, our department retains HIPAA protected health information in the following manner:
HIPAA regulations define health information as "any information, whether oral or recorded in any form or medium" that	
"is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse"; and	
relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.	
It is worth emphasizing that while HIPAA's primary privacy concern is health information exchanged or stored electronically, the Privacy Rule' also reaches to data "[transmitted or maintained in any other form or medium." That includes paper records, fax documents and oral communications § .	
* http://privacy.med.miami.edu/glossary/xd_privacy_stds.htm \$\operature{\phi}\$ http://privacy.med.miami.edu/glossary/xd_oral_communication.htm	

CMA 5401

INFORMATION SYSTEMS PROCUREMENT AND LIFECYCLE MANAGEMENT

- § 5401-1. Purpose.
- § 5401-2. Procurement and Deployment.
- § 5401-3. Ongoing Support and Maintenance.
- § 5401-4. Application Retirement.
- § 5401-5. Waivers, Mitigation and Remediation.
- § 5401-6. Currency.

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- B. Operating Division Director must determine permissible service levels including the maximum number of failures on an annual basis, the maximum downtime per incident and the acceptable data loss per incident in minutes.
- C. Information systems must comply with all local, state and federal laws. Health Insurance Portability and Accountability Act (HIPAA), Personally Identifiable Information (PII) and Payment Card Industry Data Security Standard (PCI DSS) requirements must be identified and addressed if applicable. PCI DSS certifications must submitted on an annual basis by the Operating Division Director.
- D. An architectural diagram must be prepared and review conducted in compliance with IT policy. Approval by the IT Division Director is required prior to procurement and deployment.

§ 5401-3. Ongoing Support and Maintenance.

- A. Systems must have an active vendor maintenance agreement that includes patches and upgrades.
- B. Systems must support platform patches within 30 days of release. If patches cannot be installed appropriate mitigations must be identified and deployed within that timeframe

CMA 5401

INFORMATION SYSTEMS PROCUREMENT AND LIFECYCLE MANAGEMENT

by the Operating Division Director (see § 5401-5. Waivers, Mitigation and Remediation).

- C. Vulnerabilities identified and published by the Department of Homeland Security's United States Computer Emergency Readiness Team (US-CERT) must be mitigated by the Operating Division Director within 30 days of notice by IT (see § 5401-5. Waivers, Mitigation and Remediation).
- D. The Operating Division Director is responsible for submitting a completed Technical Architectural Compatibility Standards (TACS) to IT on an annual basis. All requirements must be met Exceptions may be granted with sufficient mitigation or a waiver see § 5401-5. Waivers, Mitigation and Remediation.

§ 5401-4. Application Retirement.

- A. All system components must be shut down and decommissioned when systems are retired. This includes servers, databases, storage and uninstalling associated applications on PCs.
- B. Budget inventory changes must be made at system retirement.
- C. The Operating Division Director is responsible for public records compliance for all retired system data and contacting the agency's Records Manager to determine the appropriate retention period. The operating Division Director is responsible for maintaining the systems to read the backup media including any required hardware and software and all associated costs.
- D. Operating Division Director will review retirement plan with IT to ensure compliance with this CMA.

§ 5401-5. Waivers, Mitigation and Remediation.

- A. Mitigation is required for systems that are not TACS compliant or require the use of older version of/or insecure components. Viable mitigation options include the use of technical controls, replacement or upgrade of the system and retiring the system.
 - a. The Operating Division Director is responsible for working with IT to develop an acceptable mitigation strategy. Scenarios involving technical controls are subject to the same review process as new systems.
 - b. The Operating Division Director is responsible for all costs, including support staff, associated with mitigation. These costs may include, but are not limited to:
 - i. Support for
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 - 4. Web servers
 - ii. Creation and maintaining development environments
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- B. Waivers may be granted under extenuating circumstances.

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INFORMATION SYSTEMS PROCUREMENT AND LIFECYCLE MANAGEMENT

- a. All waivers must be reviewed by the IT Director.
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§ 5401-6. Currency.

The Information Technology Division is responsible for maintaining the currency of this Instruction.

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Question and Answers for Solicitation #19-7552 - Enterprise Content Management System

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Feb 19, 2019 5:00:00 PM EST