### Request for Proposal for Information Technology Support Services

#### **PURPOSE**

The local Early Learning Coalition's role is to develop and administer comprehensive School Readiness program and Voluntary Pre-Kindergarten programs that prepare children to succeed in school and in life. This ongoing process involves building on existing services, working in cooperation with other programs for young children and coordinating and integrating program funding and services to achieve efficiency, accountability, and full effectiveness. To this effect, the Coalition is requesting proposals from qualified, professional information technology vendors for Information Technology Support Services. The ideal vendor will provide technical support, assistance, hardware and software troubleshooting, system maintenance and training, information systems security and documentation of Coalition hardware and software inventory, while mitigating the risks associated with technology obsolescence, with being locked into proprietary technology, and reliance on a single source of supply over the life of the system.

## I. PROCUREMENT INFORMATION

- A. The Early Learning Coalition of Southwest Florida, Inc. (ELCOFSWFL), desires to receive proposals for the selection of an Information Technology services including Technology Support to provide services, as needed, on an initial one-year contract, with up to two, one-year annual renewals.
  - September 1, 2021 through August 31, 2022
  - September 1, 2022 through August 31, 2023
  - September 1, 2023 through August 31, 2024
- B. The Respondent should bid on the one-year periods, breaking down the price on a yearly basis. Interested companies should submit one original and 2 copies of their proposal by 5:00 p.m. local time, August 23, 2021, to ELCOFSWFL, ATTN: Lugeenya Blackstock, Chief Financial Officer 2675 Winkler Ave., Suite 300 Fort Myers, Florida. 33901. The proposals should be sealed and clearly marked on the outside as follows: Information Technology Proposal, due August 23, 2021.
- C. This RFP is issued by the Early Learning Coalition of Southwest Florida, Inc.
  The contact person listed below is the single point of contact for this RFP. The
  contact person for this RFP is:

Lugeenya Blackstock, Chief Officer
Early Learning Coalition of Southwest Florida, Inc.
2675 Winkler Ave., Suite 300
Fort Myers, FL 33901
lugeenya.blackstock@elcofswfl.org

- D. Applicants are **prohibited** from contacting Coalition personnel or Board members regarding this solicitation other than the contact person identified in this document. Any occurrence of a violation may result in the disqualification of the Applicant. Applicants may submit questions by email to the contact person listed above. Responses will be emailed to applicant within 3 working days of receipt. All written inquiries must be received **by August 18, 2021.** 
  - E. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. is disqualified from applying.
  - F. Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.
  - G. To be disqualified as an Applicant under this provision, the Applicant must have had a contract terminated by the Coalition, by any other State agency, or by any Children's Services Council <u>for cause</u>.
  - H. The proposals will be evaluated by ELCOFSWFL staff who will then submit to the ELCOFSWFL Interim Board Chairman for approval.
  - I. ELCOFSWFL reserves the right to reject any or all proposals and to select the firm which, in its judgment, best meets the needs of ELCOFSWFL.
  - J. Results of the selection will be posted on ELCOFSWFL Web site www.elcofswfl.org and at the ELCOFSWFL office at 2675 Winkler Ave., Suite 300 Fort Myers, FL 33901. Posting will be made within 48 hours of the selection.

#### II. SCOPE OF WORK

The Coalition desires to receive proposals for the selection of an independent computer services business to provide network administration and support services for a period of up to three fiscal years. Following the first year of the service agreement, at the sole discretion of the Coalition, the contract between the Coalition and the winning respondent may be extended for up to two additional years. The additional two-year extension, if opted for by the Coalition, would provide for a continuation of these computer services by the winning respondent for the contract year ending August 31, 2024. The Respondent should bid on the three (`) year periods, breaking down the price on a yearly basis.

#### A. Diagnostic Services

The Coalition would need the Proposer to evaluate any system flaws, plan arrangements to close security gaps, and generally consult on any network, server, or client machine issues. Provide trainings for current staff to ensure knowledge of systems, tools, equipment, etc. to avoid potential risk factors.

### **B. Performance Management**

The Coalition will require the Proposer to be proficient in developing and delivering

timely performance enhancements to the Servers and client machines, including but not limited to Windows updates, anti-virus updates/monitoring, spyware/adware updates and monitoring and software updates related to business software. Management and due diligence to the network and its hardware including but not limited to its firewall and switches layout(s), server configurations and VPN configurations.

## C. Performance Management/Emergency Response

The Coalition will require the Proposer to be familiar with the structure of the Coalition network and able to respond to 'downtime' of the servers or client machines within a reasonable amount of time (2- hour window). This is to include any server-based software as end user-based software and hardware solutions for conference room communications and training room equipment which consists of servers, projectors, Microsoft 365, and VOIP support utilizing remote access and/or on-site assistance as needed (must be able to provide assistance during evening hours and weekends).

#### D. Online Backups

The Proposer is to provide the Coalition and be responsible for daily online backups of all Coalition servers - data to include but not limited to, file server data, finance server data. In addition, the Coalition would need access to stored backups if needed in any situation in a reasonable amount of time (Please provide example of what would be considered a reasonable amount of time). Proposer must be able to provide recovery online backup samples twice a year in order to prepare for an emergency response. Must be able to provide timeframe of amount of time required for said backups to be furnished.

#### E. Support Services

Work with the Coalition's information technology staff on engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems. Examples include major server upgrades, storage system upgrades, redesign of backup systems, etc. Provide training on technical leadership for server technology issues. Make recommendations for future purchasing and technology needs. Install new servers, software and hardware and transfer data when acquired. Strategic planning, design, and installation/upgrade of core network systems.

#### F. Invoicing and Payment

- 1. The Contract resulting from this RFP will be based on Cost Reimbursement.
- 2. The Proposer must submit a Coalition-approved invoice form to the Coalition monthly. Invoices must be submitted to the Coalition by the 15th of the month following the month that services were provided. The Coalition must approve the invoice with supporting documentation.
- 3. Timing of payment of invoices by the Coalition to the Proposer and similar issues regarding payment is governed by section 215.422, Florida Statutes.

#### G. Confidentiality

The Respondent agrees to keep the information related to all contracts in strict confidence. Other than reports submitted to the Coalition, the Respondent agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Respondent's possession, to those employees on the Respondent's staff who must have the information on a "need to know" basis.

The Respondent agrees to immediately notify, in writing, the Coalition's authorized representative in the event the Respondent determines or has reason to suspect a breach of this requirement.

#### **III. Late Proposals**

- Proposals received at the office designated in the Request for Proposals after the close of business on the date specified therein will not be considered unless:
  - a. They are sent by registered mail, or by certified mail, for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained; and it is determined by ELCOFSWFL that the late receipt was due solely to delay in the mail, for which the respondent was not responsible; or
  - b. It is determined by the ELCOFSWFL that the late receipt was due solely to mishandling by ELCOFSWFL after receipt at ELCOFSWFL s' office, provided that timely receipt at the office is established upon examination of an appropriate date or time stamp (if any) of the office, or of other documentary evidence or receipt (if readily available) within the control of such installation or of the post office serving it.
- 2. Respondents using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such a receipt against the chance that it will be required as evidence that a late proposal was timely mailed.
- 3. The time of mailing of late proposals submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the respondent furnished evidence from the post office station of mailing which established an earlier time. In the case of certified mail, the only acceptable evidence is as follows:

- a. Where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the respondent which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or,
- b. An entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.
- c. Proposals may be delivered by hand.

#### IV. Final invoice

The Contractor shall submit the Final invoice for payment to the ELCOFSWFL no more than 45 days after the contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by the ELCOFSWFL, all rights to payment are forfeited and the ELCOFSWFL will not honor any requests submitted after the above 45-day time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by the ELCOFSWFL.

#### V. Funding availability/annual appropriation

Pursuant to Section 287.0582, F.S., the ELCOFSWFL's performance and obligation to pay under this PO is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn, or redirected by federal/state program funders, the ELCOFSWFL may terminate the contract upon no less than twenty-four (24) hours written notice to the Contractor. In the event the contract is terminated for lack of funding, the ELCOFSWFL shall pay the Contractor for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the contract scoped transaction(s). The ELCOFSWFL shall be the final authority as to the availability of appropriated funds.

## VI. Mandatory reporting of fraud/criminal activity

The Contractor shall report to the ELCOFSWFL's Contract Manager (or other listed contact person) within twenty-four (24) chronological hours all suspected or known instances of Contractor's operational fraud or criminal activities relating to the PO/contract. In accordance with 45 CFR 75.113 (also 2 CFR 200.313), *Mandatory disclosures*, the Contractor and its approved subcontractors must disclose in a timely manner and in writing to the ELCOFSWFL all violations involving fraud, bribery or gratuity violations potentially affecting this PO/Contract and/or the related federal/grant program(s). The ELCOFSWFL is required to review and consider any publicly available

information about the Contractor in the Federal Awardee Performance and Integrity Information System (FAPIIS) <a href="https://fapiis.gov">https://fapiis.gov</a>.

## VII. No contract services performed outside the USA.

The Contractor and its subcontractors and agents are prohibited from (i) performing any of the Contract services outside the United States, or (ii) sending, transmitting, or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program-related data pursuant to this contract outside of the United States unless approved by the ELCOFSWFL in writing. The Parties agree that a violation of this provision will: Entitle the ELCOFSWFL to immediately terminate the contract for cause upon email notice to the Contractor's Contract Manager. Result in immediate and irreparable harm to the ELCOFSWFL, entitling the ELCOFSWFL to immediate injunctive relief. Entitle the ELCOFSWFL to recover damages for the breach. These damages will include all reasonable costs incurred by the ELCOFSWFL for investigations, forensic investigations, data recoveries, notifications, and remediation.

## VIII. Notification of legal action

The Contractor shall notify the ELCOFSWFL of legal actions taken against it or potential actions, such as lawsuits, related to goods/services provided through this contract or that may affect the Contractor's ability to deliver the contractual goods/services, or adversely impact the ELCOFSWFL. The ELCOFSWFL's Contract Manager (or other listed contact person) will be notified in writing within twenty-four (24) continuous hours of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

#### IX. Unauthorized alien(s)

The Contractor agrees that unauthorized aliens shall not be employed. The ELCOFSWFL shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1342a). Such violation shall be cause for unilateral cancellation of the PO/contract by the ELCOFSWFL.

#### X. Records Retention

The Contractor shall keep and maintain records ordinarily and necessarily required by the ELCOFSWFL to perform the scoped transaction(s) of this contract. Records subject to these rules include files that support all receipts and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications, contracts, agreements, financial reports, and supporting documentation for scoped services. Project/contract completion has not occurred until all reporting requirements are satisfied, and final payments have been received/released. The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the office or its designees upon its request. The contract may be unilaterally canceled by

the ELCOFSWFL for failure or refusal by the Contractor to keep and maintain records as described herein.

#### XI. Return of Funds

The Contractor shall return to the ELCOFSWFL any overpayments disbursed to the Contractor by the ELCOFSWFL due to unearned funds or funds disallowed pursuant to the terms of the contract. In the event the Contractor or its independent auditor discovers an overpayment was received, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the ELCOFSWFL. In the event the ELCOFSWFL first discovers an overpayment was made, the ELCOFSWFL will notify the Contractor in writing of such occurrence. Should repayment not be made in a timely manner by the Contractor, the ELCOFSWFL shall be entitled to charge a lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the ELCOFSWFL's Contract Manager (or other listed contact person) and made payable to the ELCOFSWFL.

#### XII. Instructions:

#### 1. Instructions:

The Coalition requires the proposal to be completed in full. The sections to the form are as follows:

#### 2. Table of Contents

The table of contents should include a clear identification of the material by section and by page number.

#### 3. Letter of Certification

This section is a letter of certification on company letterhead to be signed by the computer services business. This letter should state that the business can provide the services the Coalition requires, that specific attachments have been included, that any required additional documentation will be forwarded within three (3) days if selected, and that it is understood that all information included in the proposal shall become public record.

## 4. General Description of the Scope of Work

In this section there should be a brief statement demonstrating the respondent's understanding of the work to be performed and a positive commitment from the respondent to perform the work. There must be discussion of how the respondent will perform each of the desired services that are listed in Section II —Scope of Services starting on page 2 of this RFP.

#### 5. Approach to IT Services

The respondent should describe the approach that they will use in providing the network administration and support services.

The respondent should describe the procedures they will use in providing support of all hardware and systems.

The respondent should describe how it plans to obtain an understanding of internal controls and the method it plans to use to test the effectiveness of internal controls.

The respondent should clearly identify its processes for appropriately securing data.

The respondent should clearly describe its procedures in services performed outside of the normal business hours and additional maintenance services.

#### 6. Business's Profile and Qualifications

The respondent should communicate its experience in performing not-for-profit and governmental types of network administration and support services. The respondent should indicate whether it is a local, regional or national business. In addition, the respondent should give the location of the office from which the work is to be performed and indicate the number of partners, managers, supervisors, seniors and staff members that are employed by that office. This section should provide references from other Florida not-for-profit coalitions or from clients whose services are like the services sought by this RFP.

This section should describe the types of work offered by the local office. The respondent must indicate any disciplinary action taken against the respondent or any individual associated with the respondent by that State of Florida within the last three (3) years.

The respondent must describe all lawsuits that were filed or are pending against the local office within the last three (3) years.

The respondent must furnish its last peer review report and explain any significant weaknesses that were identified by the report.

# 7. Network Administration and Support Team Members' Profiles and Qualifications

The respondent must identify the network administration and support team that will be responsible for providing the required services, including the partners, managers, supervisors, senior and staff. Qualifications for each partner, manager, supervisor, senior and staff to be assigned to the network administration and support team should be submitted and the resumes should include the following information:

#### 8. Formal Education

- Continuing professional education relative to services required.
- Experience in network management and experience in computer services in general.
- Experience in computerized systems
- Membership to various national and state boards, committees, or associations
- Professional recognition such as licenses, awards, etc.
- The respondent must identify who would serve as the primary point of contact on the engagement.

#### XIII. Protest Procedure

Any unsuccessful bidder who is adversely affected by the Coalition's decision concerning this procurement and wants to protest such decision, shall file a protest within 72 hours of the posting of the selection or after receipt of the notice of the Coalition's decision, the unsuccessful bidder must submit, in writing, a notice of protest to the Chief Executive Officer of the Early Learning Coalition of Southwest Florida, Inc. Within 10 days after filing the notice of protest, the unsuccessful bidder shall file a formal written protest detailing the reason for the protest. If the bidder is not satisfied with the response of the Coalition's Board, the bidder may present a written appeal to the Agency Clerk of the Office of Early Learning.

Letters of protest should be addressed to:

Marshall Bower, Coalition Interim Board Chairperson P.O. Box 7578 Fort Myers, FL 33911-7578

Upon receipt of a protest, the Chairperson will convene a meeting of the ELCOFSWFL Executive Committee. The Executive Committee will notify all parties involved in the protest of the time and place of the hearing. Any affected party may present, in writing, a response to the protest for consideration by the Executive Committee.

# **APPENDIX 1**

### RFP EVALUATION CRITERIA

This form has been designed to guide the RFP contractor selection committee on how to choose the most qualified vendor to fulfill the request. Please rate the vendor on a scale of 1-5; 1 being the least qualified and 5 being the best qualified.

	Insert Vendor 1	Insert Vendor 2	Insert Vendor 3
Was the proposal submitted by deadline?			
Was the proposal submitted in a presentable/professional manner (letterhead, contact info, etc.)?			
Was the proposal submitted clear and concise?			
Was the proposal responsive to the scope of work?			
Does the vendor have relative experience in the market?			
Is the estimate/cost the best value for the Coalition?			
Does the vendor have the capacity to fulfill the request?			
TOTAL:			

# **APPENDIX 2**

### **TENTATIVE SCHEDULE OF EVENTS AND DEADLINES\***

ACTIVITY	DATE	TIME	ADDRESS
Request for Proposal Advertised/Released	August 11, 2021	10:00 a.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Last day to submit Written Inquiries to the Coalition	August 18, 2021	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Coalition's Response to Written Inquires (Posted on the Coalitions websites)	October 23, 2021	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Sealed Proposals must be received no later than:	August 23, 2021	5:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Proposals will be opened by the Coalition	August 23, 2021	5:30 p.m.	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
ELCOFSWFL Staff reviews proposal	August 25, 2021	TBD	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
*Final Evaluation by Board Chair	August 27, 2021	TBD	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
*Notice of Intended Award	August 30, 2021	9:00 a.m.	
Effective date of Contract	September 1, 2021	N/A	N/A

<sup>\*</sup>These dates and locations are subject to change. Proposers will be notified of any changes made to the schedule of events. Notifications of changes will be posted at the Coalitions' websites <a href="https://www.elcofswfl.org">www.elcofswfl.org</a>,